# BID ADVERTISEMENT FOR THE WEEKS OF

**November 11, 2026 & November 18, 2026**

## BID OPENS - WEDNESDAY, DECEMBER 9, 2026

**FILE NO. 124-26 CWD Lead Service Line Replacement Year 5-1**

FOR THE DIVISION OF WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES, AS AUTHORIZED BY ORDINANCE 624-2026, PASSED BY COUNCIL MAY 18, 2026.

**There will be a NON-MANDATORY Pre-Bid Meeting, Thursday, November 19, 2026 at 10:00 am. at the Department of Public Utilities Auditorium, 1201 Lakeside Avenue, Cleveland, Ohio 44114.**

**Note:** Bid must be delivered to the Office of the Commissioner of Purchases and Supplies, Cleveland City Hall, 601 Lakeside Avenue, Room 128, Cleveland, Ohio 44114 before 12 o'clock noon (Eastern Time).

# CITY OF CLEVELAND, OHIO

## DEPARTMENT OF FINANCE




### DIVISION OF PURCHASES AND SUPPLIES

# INVITATION TO BID

INVITATION TO BID AND FORMAL BID PACKAGE
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CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall, Room 128
Cleveland, Ohio 44114
216-664-2620

**Ordinance No. 624-2026**

**By Council Members:** Kazy and Griffin (by departmental request)

**An emergency ordinance authorizing the Director of Public Utilities to employ one or more professional consultants to assist in the management of Program Year 5 of the City's project of replacing various lead and galvanized service lines; authorizing the purchase by one or more requirement and/or standard contracts of copper service lines, copper connections, and related appurtenances, including but not limited to materials, labor and installation, if necessary, for the Division of Water; and authorizing the Director of Public Utilities and/or the Director of Finance to apply for and accept one or more Water Supply Revolving Loan Account loans, grants and other funding.**

**WHEREAS**, the recently passed Federal Bipartisan Infrastructure Law (the "Infrastructure Investment and Jobs Act"), signed into law on November 15, 2021, has set aside $15 billion for lead-line removal nationally over a five (5) year period; and

**WHEREAS**, Ohio's share of the money is estimated at $926 million, which will be administered by the Ohio Environmental Protection Agency (the "Ohio EPA") in five (5) annual rounds ("Program Years"); and

**WHEREAS**, the City will apply for funding for Program Year 5 to replace various lead and galvanized service lines that run from the water main to the curb stop valve, and when necessary, from the curb stop valve into the building up to the meter setting, with copper service lines and copper connections for the Department of Public Utilities, Division of Water (the "Project"); and

**WHEREAS**, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:**

**Section 1.** That the Director of Public Utilities is authorized to employ by contract or contracts one or more consultants or one or more firms of consultants for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland, in order to provide professional services to assist in the management of the Project, including but not limited to, designing, inspecting, performing a lead inventory, and other related services needed to implement the Project.

The selection of the consultants for the services shall be made by the Board of Control on the nomination of the Director of Public Utilities from a list of qualified consultants available for employment as may be determined after a full and complete canvass by the Director of Public Utilities for the purpose of compiling a list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts

authorized shall be prepared by the Director of Law, approved by the Director of Public Utilities, and certified by the Director of Finance.

**Section 2.** That the Director of Public Utilities is authorized to make one or more written requirement and/or standard contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period to be determined by the Director of Public Utilities, of the necessary items of copper service lines, copper connections, and other necessary appurtenances needed to implement the Project, including but not limited to, materials, labor and installation, as necessary, for the Division of Water, and concrete repair, tree lawn and yard restoration, and pavement restoration, including but not limited to, materials, labor and installation, as necessary, for the Division of Water, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines.

**Section 3.** That the Director of Public Utilities and/or the Director of Finance is authorized to apply for and accept one or more Water Supply Revolving Loan Account ("WSRLA") loans from the Ohio Water Development Authority, the Ohio EPA, or other appropriate state agency. The Director or Public Utilities and/or the Director of Finance has applied for, or intends to apply for, Ohio funding for the following list of projects; and they may not perform all of these projects, depending in part on the level of state funding received:

| PROJECT | |
|---|---|
| CWD LSLR 5-1 | CWD LSLR 5-11 |
| CWD LSLR 5-2 | CWD LSLR 5-12 |
| CWD LSLR 5-3 | CWD LSLR 5-13 |
| CWD LSLR 5-4 | CWD LSLR 5-14 |
| CWD LSLR 5-5 | CWD LSLR 5-15 |
| CWD LSLR 5-6 | CWD LSLR 5-16 |
| CWD LSLR 5-7 | CWD LSLR 5-17 |
| CWD LSLR 5-8 | CWD LSLR 5-18 |
| CWD LSLR 5-9 | CWD LSLR 5-19 |
| CWD LSLR 5-10 | CWD LSLR 5-20 |

**Section 4.** That the Director of Public Utilities and/or the Director of Finance is authorized to enter into one or more loan agreements with the Ohio Water Development Authority, the Ohio EPA, or other appropriate state agency, for one or more WSRLA loans, which loan agreement or agreements may contain additional terms that are deemed acceptable by the Director of Public Utilities and/or the Director of Finance and the Director of Law to protect the public interest. The Director of Public Utilities and/or the Director of Finance is further authorized to file all papers and execute all documents necessary to receive the funds under the WSRLA loan agreement or agreements, and appropriate the loan funds for the purposes set forth in the WSRLA loan agreement or agreements.

**Section 5.** That upon execution of the WSRLA loan agreement or agreements, the Director of Public Utilities and/or the Director of Finance is authorized to repay the loan funds to the WSRLA, in accordance with the terms and conditions of the WSRLA loan agreement or agreements, from the operating revenues of the Division of Water.

**Section 6.** The Director of Public Utilities and/or the Director of Finance is authorized to apply for and accept grants, awards and other funding as it may become available from the State of Ohio and its state agencies, public agencies and/or pass-through entities approved by the governmental entity; that the appropriate Director is authorized to file all papers and execute all documents necessary to receive the funds under the grant or grants; and that the funds are appropriated for the purposes described in this ordinance. Such funds may be principal forgiveness or low-interest twenty-year loans.

**Section 7.** That under division (b) of Section 108 of the Charter, the purchases and services authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases and services, and may enter into one or more contracts with the vendors or consultants selected through that cooperative process. The Director of Public Utilities shall provide written notice to the Clerk of Council whenever any purchase is made under this section, which notice shall include the details of any such cooperative purchases.

**Section 8.** That the costs of the requirement contract or contracts shall be paid from the fund or funds to which are credited the proceeds from the sale of future bonds, if issued for this purpose, from the fund or funds to which are credited any loan funds or grant proceeds received, and shall also be charged against the proper appropriation accounts; and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance.

**Section 9.** That the cost of the professional services shall be paid from Fund No. 52 SF 001, Fund No. 52 SF 258, the fund or funds to which are credited the loan proceeds received under any WSRLA loan agreement, or from any other loan and grant funds received, or from the fund or funds to which are credited the proceeds from the sale of

future bonds, if issued for this purpose, and from other funds approved by the Director of Finance. (RQN 2002, RL 2026-26)

**Section 10.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**Passed May 18, 2026.**

**Effective May 20, 2026.**

# City of Cleveland

DEPARTMENT OF FINANCE
PAUL C. BARRETT
DIRECTOR

DIVISION OF PURCHASES AND SUPPLIES
TIFFANY JOHNSON
COMMISSIONER

## BIDDER'S CHECK LIST

*The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.*

**CHECK WHEN COMPLETED**

**A. Bid/Schedule of Items**

____ 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
____ 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
____ 3. Is the delivery time stated? Is the payment discount given?

**B. Bid Bond**

____ 1. Is the bond made out in the names of and signed by both the principal **and** surety?
____ 2. Is the bond amount sufficient for the amount of the bid?
____ 3. Is there a power of attorney attached to the bond?

**C. Bid Check (if submitted in lieu of Bid Bond)**

____ 1. Is the check in an amount sufficient for the amount of the bid?
____ 2. Is the check either properly certified or a cashier's check?
____ 3. Is the Check made payable to: THE CITY OF CLEVELAND?

**D. Bid Form (not to be confused with the Bid Bond)**

____ 1. Is all the required information given?
____ 2. Is the form signed?

**E. Affidavit**

____ 1. Does the affidavit contain all the information required ON BOTH SIDES?
____ 2. Is it properly Signed? Is it properly notarized by a Notary Public?

**F. Contract Compliance Certifications for Bid Consideration**

____ 1. Do you have questions about a contract compliance certification number or a CSB/ minority/female business enterprise certification number, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).

____ 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?

____ 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therein?

____ 4. Did you read and complete OEO Schedules 1-4? Did you include signed Schedule 3's from all certified subcontractors?

**G. Bid Envelope**

____ 1. Is the envelope identified with the correct title of the bid and the due date?
____ 2. Is the envelope securely sealed?

**H. Performance Bond**

____ 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-8 of INSTRUCTIONS TO BIDDERS, and/or in paragraph B-8 of General Conditions?

____ 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

I. **Federal Tax ID Form**

____ 1. Is all the required information given?

____ 2. Is the form signed?

J. **Northern Ireland Fair Employment Practices Disclosure**

____ 1. Is all the required information given?

____ 2. Is the form signed?

K. **Project Plan**

____ 1. Is all the required information given?

L. **Contractor Qualifications**

____ 1. Is all the required information given if requested?

M. **Additional Information:**

____ 1. **Wage Theft and Payroll Fraud Disclosure**
Is the form signed and returned?

____ 2. **Project Labor Agreement (If included in the invitation to bid)**

**Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, please review your bid carefully to verify that you have accurately and completely supplied all such data. Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications**

## INSTRUCTIONS TO BIDDERS

**A-1 INVITATION TO BID**

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

**A-2 FORM OF BID (BID FORM)**

a. Every bid must be made upon the blank form of bid attached hereto.

b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.

c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.

d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

**A-3 BIDDERS AFFIDAVIT**

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

**A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK**

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars ($50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

**A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK**

a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.

b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.

c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.

d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

**A-6 EXPLANATIONS WRITTEN OR ORAL**

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

**A-7 PRICE BIDS AND DISCOUNTS**

a. Unit Prices

In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.

b. Trade Discounts

When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.

c. Catalog Pricing

Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

**A-8 BIDDER'S DESCRIPTION OF ITEMS**

a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.

b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

**A-9 MANUFACTURER'S NAME**

a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.

b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

**A-10 SAMPLES**

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

**A-11 TIME OF DELIVERY**

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

**A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID**

**a.** In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.

**b.** The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

**PARAGRAPHS A-13 THROUGH A-15 APPLY <u>ONLY</u> IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE *SCHEDULE OF ITEMS* AND ON THE *BID FORM.***

**A-13 REQUIREMENT CONTRACT DEFINED**

**a.** A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.

**b.** A contract awarded under this bid will be termed a requirement contract.

**A-14 PURCHASES UNDER A REQUIREMENT CONTRACT**

**a.** Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid.* See **<u>GENERAL CONDITIONS,</u>** Section B-24, **Duration of Contract.**

**b.** If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

**A-15 LIMITATION OF PERIOD OF CONTRACT**

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

**A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS ($50,000).**

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed $50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed $50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed $75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE,LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A. and A-16B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

**A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS ($50,000).**

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

**A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS ($50,000).**

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

**A-19 SUBCONTRACTING:**

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: http://www.city.cleveland.oh.us. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

___ – ___ – ____

or

**Employer identification number**

__ – _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| **Sign Here** | **Signature of U.S. person** | **Date** |
|---|---|---|

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form,** you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation. |
| • Individual or<br>• Sole proprietorship | Individual/sole proprietor. |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification:<br>P = Partnership.<br>C = C corporation, or<br>S = S corporation. |
| • Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| • Interest and dividend payments | All exempt payees except for 7. |
| • Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends | Exempt payees 1 through 4. |
| • Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5.[2] |
| • Payments made in settlement of payment card or third-party network transactions | Exempt payees 1 through 4. |

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor* |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

# VENDOR INFORMATION FORM

Please fill in:

Business Name_____

IRS Reporting Name_____

Business Address_____

City_____ State_____ Zip_____

Telephone (  )_____ Extension_____

Toll Free Number 800_____

Vendor Fax Number_____

Vendor Email Address_____

Ordering Address_____

City_____ State_____ Zip_____

Telephone (  )_____ Extension_____

Remit Address_____

City_____ State_____ Zip_____

Telephone (  )_____ Extension_____

Contact Person: (Ordering)_____

Remit_____

**PLEASE INCLUDE THE ABOVE INFORMATION**

**WHEN SUBMITTING YOUR BID OR PROPOSAL**

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____ } SS AFFIDAVIT

COUNTY OF_____ }

_____being first duly sworn deposes and says:

**Individual only:** That he/she is an individual doing business under the name of_____, at _____ _____, State of _____.

**Partnership only:** That he/she is the duly authorized representative of a partnership doing business under the name of _____ _____, in the City of _____ _____, State of_____.

**Corporation only:** That he/she is the duly authorized, qualified and acting _____ _____ of _____ _____, a corporation organized and existing under the laws of the State of _____ And that he/she said partnership or said corporation is filling herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

**Individual only:** Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract _____ _____ _____

Affiant further says that he/she is represented by the following attorneys: _____ and is also represented by the following resident agents in the City of Cleveland: _____ _____.

**Partnership only:** Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

_____ _____ _____

Affiant further says that said partnership is represented by the following attorneys:_____ and is also represent by the following resident agents in the City of Cleveland:_____ _____

**Corporation only:** Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:
President: Directors:
Vice President:
Secretary:
Treasurer:
Cleveland Manager or Agent
Attorneys:
And that the following officers are duly authorized to execute contracts on behalf of said corporation:

_____

_____

_____

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that aid bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

_____
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) ⟹ _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

_____
Notary Public

CITY OF CLEVELAND

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

_____

as Principal, and

_____

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this_____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

_____

_____

_____

_____

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____ _____

BY: _____ _____

TITLE _____ By_____
Attorney in Fact

**CITY OF CLEVELAND**

# BID FORM

☐ **STANDARD CONTRACT BID**
☒ **REQUIREMENT CONTRACT BID**

TO: The Commissioner of Purchases and Supplies:

BID FOR CWD Lead Service Line Replacement Year 5-1

FOR: The Department of: Public Utilities, Division of Water

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of $ _____

or a cashier's check or certified check on a solvent bank in the sum of $ _____ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the percentage of the total price bid set forth in Part B – General Conditions and in conformity with the provisions of The Codified Ordinances of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check shall be forfeited to and become the property of the City as liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.

If the bidder is a firm or corporation, the title of the officer signing and the State in which Incorporated must be indicated.

_____
Complete: *CORPORATION OR FIRM*

Sign Here By _____

_____
TITLE OF OFFICER

_____
BUSINESS ADDRESS OF BIDDER

_____
STATE OF INCORPORATION

# BID - SCHEDULE OF ITEMS

City of Cleveland
Division of Purchases And Supplies
128 City Hall
Cleveland, Ohio 44114

BID PAGE 1 OF 1
BIDDER MUST
COMPLETE & SIGN BELOW

NAME OF FIRM

TITLE OF BID

**CWD LEAD SERVICE LINE REPLACEMENT YEAR 5-1**

STREET ADDRESS

| ORDINANCE NO. | PASSED | SIGNED |
|---|---|---|
| 624-2026 | May 18, 2026 | May 20, 2026 |

CITY STATE ZIP CODE

| DEPARTMENT | | DIVISION |
|---|---|---|
| PUBLIC UTILITIES | | WATER |

| CITY RECORD ADVERTISEMENT DATES | | STANDARD CONTRACT BID |
|---|---|---|
| | X | REQUIREMENT CONTRACT BID |

AUTHORIZED SIGNATURE

| BUYER | BID OPENING | 12:00 O'CLOCK NOON |
|---|---|---|
| Jules Gilliam (216) 664-2621<br>JGilliam@clevelandohio.gov<br>and Purchasing@clevelandohio.gov | | OFFICIAL TIME |

DATE

SIGN, DATE, AND COMPLETE THIS PAGE;
SEE SUBSEQUENT SCHEDULE OF ITEMS PAGES FOR
ADDITIONAL BIDDING INFORMATION

ALL ITEMS ARE APPROXIMATE QUANTITIES

ALL ITEMS ARE APPROXIMATE QUANTITIES. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF 30 MONTHS.

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

| DELIVERY (Days) | PAYMENT DISCOUNT |
|---|---|
| | % Days |

FOR PURCHASING USE ONLY

**ITEM 7**

**CWD LEAD SERVICE LINE REPLACEMENT YEAR 5-1**
**BID - SCHEDULE OF ITEMS**
ALL ITEMS ARE APPROXIMATE QUANTITIES

| ITEM # | DESCRIPTION OF LABOR | (A) UNIT OF MEASURE | (B) ESTIMATED QUANTITY | (C) TOTAL UNIT COST | (B*C) EXTENSION |
|---|---|---|---|---|---|
| 1 | Investigation - Active Curb Stop Locating, Assessing, Operating & Material Identification | EA | 2000 | | |
| 2 | City Service Connection Replacement (Short-side) | EA | 710 | | |
| 3 | City Service Connection Replacement (Long-side) | EA | 710 | | |
| 4 | Customer Service Connection Replacement ≤ 55 LF | EA | 160 | | |
| 5 | Paired City Connection - Plug and Replace | EA | 290 | | |
| 6 | Paired City Connection - Plug | EA | 30 | | |
| 7 | Concrete Sidewalk Restoration ≤ 25 SF | EA | 300 | | |
| 8 | Concrete Driveway Restoration ≤ 50 SF | EA | 400 | | |
| 9 | Roadway Concrete/Pavement Restoration (non-arterial roadway) ≤ 50 SF | EA | 1420 | | |
| 10 | Asphalt Paving ≤ 60 SF | EA | 1420 | | |
| 11 | Concrete Curb Installation | LF | 6820 | | |
| 12 | Tree Lawn/Yard Restoration ≤ 50 SF | EA | 1900 | | |
| 13 | Premium Backfill - Controlled Low-Strength Material (CLSM) | CY | 1000 | | |

| ITEM # | ALLOWANCES | UNIT OF MEASURE | ESTIMATED QUANTITY | TOTAL UNIT COST | EXTENSION |
|---|---|---|---|---|---|
| 14 | Force Account Work | Allowance | N/A | N/A | $350,000.00 |
| 15 | Off-Duty Police Officer | Allowance | N/A | N/A | $20,000.00 |

| | | | |
|---|---|---|---|
| I. | **Subtotal of Labor Items** | | |
| | ***1 thru 13*** ----------> | | $ |
| II. | **Subtotal of Allowances** | | |
| | ***14 thru 15*** ----------> | | $370,000.00 |
| III. | **Grand Total of Bid** | | |
| | **I + II** ----------> | | $ |
| | ***1 thru 15*** | | |

Bidder's Name (Print or Type)_____ Bidder's Signature_____ Date_____

THE CONTRACT SHALL BE FOR A PERIOD OF UP TO 30 MONTHS AFTER NOTICE TO PROCEED.

# GENERAL CONDITIONS

**B-1 CONSIDERATION OF BIDS.**

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

**B-2 UNACCEPTABLE BIDS.**

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

**B-3 REJECTION OR ACCEPTANCE OF BIDS.**

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.
In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

**B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.**

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

**B-5 WITHDRAWAL OF BID.**

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

**B-6 TIME OF AWARD.**

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.
Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

**B-7 AWARD CONTRACT.**

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

**B-8 PERFORMANCE BOND.**

A. Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of $500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over $100, 000 but not more than $250,000 shall require a bond of at least twenty-five percent of the contract price, and over $250,000 but not more than $500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B. No performance bond will be required on any contract in the amount of $100,000 or less pursuant to this Invitation to Bid (ITB). Any contract over $100,000 but not more $250,000 shall require a bond of twenty-five percent (25%) of the contract price, and any contract over $250,000 shall require a bond of fifty percent (50%).

**B-9 RELEASE OF BOND.**

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

**B-10 CANCELLATION OF CONTRACT.**

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

**B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.**

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City,

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: http://www.city.cleveland.oh.us.

**B-12 DELAY FOR CAUSES BEYOND CONTROL.**

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

**B-13 PATENTS.**

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

**B-14 DELIVERY.**

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made ***only if*** the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the ***full*** costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor ***must not*** perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

a. The City of Cleveland is exempt form all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.

b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.

c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from an such contributions or taxes or liability therefore.

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

B-21 INVOICING AND PAYMENT.

The Contractor shall submit invoices that appropriately reflect the work performed. Original invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
  - Date that work was performed / material delivered,
  - Location for each item of service performed / material delivered,
  - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
  - Quantity of items being invoiced under each Line Item,
  - Unit Cost of each Line Item,
  - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

**B-22 EQUAL OPPORTUNITY.**

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

***PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.***

**B-23 DURATION OF CONTRACT.**

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

**B-24 REDUCTION IN PRICES.**

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

**B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.**

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies; not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS – *IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY*

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at http://www.epls.gov/

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

## C-1 SCOPE OF SERVICES AND FORMS REQUIRED TO BE COMPLETED BY THE CONTRACTOR

The Work under this Requirements Contract consists of replacing Lead Service Lines (LSLs) and downstream Galvanized Requiring Replacement (GRR) service lines for the City of Cleveland (City), Division of Water (CWD). Work under this Contract may occur on service lines located within the City of Cleveland and the surrounding communities served by CWD. GRRs are Customer-owned service lines that are, were, or could ever have been downstream of an LSL. A Customer-owned Lead Service Line Replacement (LSLR) includes replacement of both lead and GRR portions. Connections where both the City-owned and Customer-owned service line material are found to be copper (CopperX2) do not require replacement. Work will be assigned to the Contractor by individual Work Order (WO).

The Lead and Copper Rule Improvements (LCRI) (40 CFR Parts 141 and 142, published in the Federal Register October 30, 2024) establish a mandatory schedule for replacing all LSL and GRR service lines. Beginning November 1, 2027, the City must replace these service lines at a required average annual rate, with all replacements completed within ten (10) years. Work under this Contract will be performed during the mandatory replacement period. The Contractor's ability to maintain the capacity rates and Contractor Completion Timelines specified in C-10, Schedule, is therefore necessary for the City to meet its federal compliance obligations.

Work shall be assigned in "clusters" within residential neighborhoods and along residential roadways that have asphalt wearing surfaces. A cluster is a group of connections assigned by the City as a single work assignment, located along a street or connecting streets, in which each connection is within 1,000 linear feet, measured along the street centerline, of at least one other connection in the group. Clusters will contain ten (10) or more connections. Bid prices shall include all costs associated with performing Work under these conditions.

Typical Work includes excavation within streets, tree lawns, sidewalks, driveways, and private property; temporary traffic control; coordination with residents; replacement of service lines; and restoration of disturbed pavement, landscaping, and other surface improvements. The Contractor shall furnish labor, tools, equipment and materials as required to investigate, document and perform the Work at locations as directed by the City. The City will not be supplying materials.

The Contractor shall conduct Work in such a manner as to cause the least possible interference to the residents in the area and to street traffic. The work site shall be kept neat and orderly at all times and Work shall be performed in accordance with all applicable ordinances. The Contractor shall perform Work in a manner satisfactory to the City. The City will notify suburban officials when a Contractor is working in that community. The Contractor shall attempt to notify the customer ahead of an owner-side replacement in order to schedule the Work, unless otherwise directed by the City.

Required Contract documentation to comply with Cleveland Area Business Code includes the following forms which may be submitted with the bid or submitted before Contract execution. These forms are not required for the bid to be considered responsive:

(Copies of these forms are provided in Appendix A)

A. Certification Regarding Debarment and Suspension - The Debarment form is required of the successful Bidder.

B. DBE Utilization Form 6100-4 – The DBE Utilization goal is set at 0.0%. The DBE forms are to be completed and signed by each bidder. Bidder is to adhere to the City's Cleveland Small Business (CSB) Goal of 20%. In addition to compliance with the Cleveland Area Business Code, the following forms are required of the successful Bidder. These forms may be submitted with the bid or submitted before Contract execution. Omission of these forms will not make the bid non-responsive.

   In addition to compliance with the Cleveland Area Business Code, the following forms are required of the successful Bidder. These forms may be submitted with the bid or submitted before Contract execution. Omission of these forms will not make the bid non-responsive.

C. DBE Subcontractor Performance Form 6100-2

D. DBE Subcontractor Utilization Form 6100-3

E. American Iron and Steel – The American Iron and Steel Acknowledgement (AIS) is required of the successful Bidder.

F. Build America, Buy America Act – The Build America, Buy America Act Acknowledgement (BABA) is required of the successful Bidder.

G. Other Forms as Required – Other forms may be requested and required of the Contractor per the State of Ohio Environmental Protection Agency as outlined in their WPCLF/WSRLA Contract Documents Review.

Failure to submit the following City of Cleveland (City) forms properly with the Bid **will** cause your bid to be non-responsive:

H. Bid Bond

   1. Use the City's Bid Bond form.
   2. Follow the instructions in Parts B and C of the Bidder's Check List completely.
   3. A bid bond is not required if your total bid is $50,000.00 or less.

I. Bid Form

   1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of at least 5% of your bid total.
   2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.

J. Affidavit

The first three lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.

1. The state on page one must be the same state as the notary's commission stamp that appears at the bottom of page two.
2. The date the notary's commission expires must be displayed by the Notary at the bottom of page two.
3. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
4. Fill out all necessary information on both sides of the affidavit.

K. Wage Theft and Payroll Fraud Disclosure

1. If any adverse determinations have been made, please attach.
2. Sign at the bottom of page 2.

Any other forms that are included in the bid package should also be filled out completely, signed where necessary, and returned.

## C-2 LENGTH OF CONTRACT

The total duration for this requirements contract, Contract execution to completion, is 38 months. The duration from Notice to Proceed (NTP) to Final Completion is 30 months. Contractor shall price all work in the bid for the full duration of the contract as listed in this section. Due to project funding requirements associated with the Ohio EPA Water Supply Revolving Loan, the City must adhere to the following schedule for contract award and delivery.

| Milestone | Duration | Date |
|---|---|---|
| Notice to Proceed | - | September 2027 |
| Substantial Completion LSL Replacement Work Complete | 12 months from NTP | September 2028 |
| Final Completion and Restoration | 30 months from NTP | March 2030 |

The City has the option to terminate the requirements Contract at any time, pursuant to the specifications set forth herein and B-10 Cancellation of Contract. If the Contractor is meeting production goals, the City may add funding that would extend the timeframe for replacement work beyond the target date.

## C-3 WORK BY THE CITY

The City will assign the Work through Cityworks and provide GIS access to maps and measurements as required.

The Work will be located in CWD communities that have met the U.S. Environmental Protection Agency's (USEPA) and Ohio Environmental Protection Agency's (Ohio EPA) criteria for use of Bipartisan Infrastructure Law funding. All areas of CWD's direct service area may be eligible at the time Work is assigned. The Contractor shall be responsible for acquiring all registrations/licenses to work in each community where the Work is assigned. The City will perform any bacteriological and/or chlorine testing that may be required.

Engineer shall mean the Division of Water Registered Engineer authorized by the City Department of Public Utilities Director to make determinations, issue instructions and issue approvals or disapprovals as are empowered to them by these specifications and as are necessary, in their judgment, to assure conformance of the work in accordance with the intent of these specifications. All correspondence relating to engineer design work, work drawings and shop drawing review shall be sent by email to LeadLookup@ClevelandWater.com or forwarded to:

Cleveland Water, Engineering Section (LSLR Mgmt Team)
1201 Lakeside Avenue
Cleveland, Ohio 44114

## C-4 PRE-BID MEETING/LAST DAY FOR QUESTIONS

A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with the City personnel prior to the award of the Contract. Attendance at the pre-bid meeting is non-mandatory.

Bidders who ask questions verbally during the pre-bid meeting must also submit those questions in writing to ensure they receive an official response. The last day for questions is five business days before the bid opening date. All questions should be submitted in writing to the Division of Purchases and Supplies' attention by email at Purchasing@clevelandohio.gov and JGilliam@clevelandohio.gov, or via fax, 216-664-2177.

## C-5 ESTIMATED QUANTITIES

Quantities in the Bid – Schedule of Items are estimates only and are not a guarantee of quantity or type of work to be assigned. However, the Contractor must demonstrate the ability to complete the volume of work outlined in the SOI within the contract timeframe defined in C-2, Length of Contract. This demonstration is not required with the bid. After award and prior to the issuance of the NTP, the Contractor shall demonstrate this ability by submitting the SOI Completion Timeline and Capacity Plan on the form furnished by the City, in accordance with C-9, Submittals, and C-10-A, SOI Completion Timeline and Capacity Plan. NTP will not be issued until the City has approved the Capacity Plan in writing.

## C-6 BID – SCHEDULE OF ITEMS, MEASUREMENT AND PAYMENT

The quantities shown in the Bid Schedule are estimates for bid evaluation and do not guarantee the quantity or combination of Work to be assigned. Payment shall be based on actual quantities of authorized Work completed and accepted by the City, measured as specified for each item, at the Contract unit prices.

Each unit price shall include all labor, materials, equipment, tools, supervision, mobilization and remobilization, overhead, profit, and incidentals expressly included in that item or necessary to perform its specified scope.

Work expressly identified as separately payable shall be paid under the applicable Bid Schedule item. Work outside the specified scope of existing items shall require authorization under the Contract's extra-work procedures.

No additional payment shall be made for correcting defective Work, repairing Contractor-caused damage for which the Contractor is responsible, or performing Work included in another paid item. The same physical quantity shall not be measured under more than one item, except where separate items expressly compensate distinct components of the Work.

Unit prices shall apply to work assigned in "clusters" within residential neighborhoods and along residential roadways. A cluster is defined in Section C-1. Bid prices shall include all costs associated with performing Work under these anticipated clustered conditions.

A. Investigation - Active Curb Stop Locating, Assessing, Operating & Material Identification (SOI #1)

   The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, excavation, ordinary dewatering, shoring, handling, hauling, disposal, protection, testing, cleaning, non-premium backfill, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

   This item includes all Work required to locate and verify the active service connection at the assigned address, expose and identify the service line material on both the City-owned and Customer-owned portions, document the findings in Cityworks, and, when CopperX2 is identified, test the curb stop, reset or replace the curb box, and backfill and restore the site.

   Measurement will be per each Investigation WO (WO) completed at an assigned address. One Investigation will be measured per active service connection, regardless of the number of excavations, the length of service line exposed, or any additional locations at which the City requires the material to be validated.

   Payment will be made at the unit price bid per each when all requirements are marked complete by CWD.

B. City Service Connection Replacement - Short-side (SOI#2)

A short-side replacement is a City-owned service connection where the water main is on the same side of the street centerline as the property served, so the new connection does not cross the street centerline. The City will designate each replacement as short-side or long-side on the WO, based on the location of the water main as shown in City GIS and confirmed during the Investigation.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, excavation, ordinary dewatering, shoring, handling, hauling, disposal, protection, testing, cleaning, non-premium backfill, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

This item includes all Work required to replace a City-owned short-side service connection 1" and smaller, from the water main through the curb stop.

Measurement will be per each City-owned short-side service connection replaced and accepted, regardless of the excavation method or number of excavations required.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD.

C. City Service Connection Replacement - Long-side (SOI#3)

A long-side replacement is a City-owned service connection where the water main is on the opposite side of the street centerline from the property served, so the new connection crosses the street centerline. The City will designate each replacement as short side or long side on the WO, based on the location of the water main as shown in City GIS and confirmed during the Investigation.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, excavation, ordinary dewatering, shoring, handling, hauling, disposal, protection, testing, cleaning, non-premium backfill, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

This item includes all Work required to replace a City-owned long-side service connection 1" and smaller, from the water main through the curb stop.

Measurement will be per each City-owned long-side service connection replaced and accepted, regardless of the installation method or number of excavations required.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD.

D. Customer Service Connection Replacement ≤ 55 LF (SOI #4)

This item includes all Work required to replace lead and GRR Customer-owned service line material 1" and smaller, from the curb stop to the main shutoff valve in the building, with a new continuous copper service connection, and to make the plumbing whole.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, excavation, ordinary dewatering, shoring, handling, hauling, disposal, protection, testing, cleaning, non-premium backfill, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per each Customer-owned service connection replaced and accepted, for a copper service line length up to and including 55 LF, measured along the installed pipe from the curb stop to the point of entry into the building as recorded in Cityworks, regardless of the installation method or number of excavations required. Piping inside the building, from the point of entry to the main shutoff valve, and all Work to make the plumbing whole are included in this item and will not be measured separately.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD. Replacements with a length exceeding 55 LF will be paid from the Allowance / Force Account item (SOI #14) at an excess unit rate calculated by dividing the bid unit price by 55, for each additional linear foot, as shown in the example below. No markup will be applied to excess length payments.

**Excess Payment Example Calculation:**

*Example Assumptions:*

- *Bid Unit Price (≤ 55 LF) = $2200 per EACH*
- *Actual Service Length = 65 LF*
- *Excess Length = 10 LF*

*Step 1: Calculate Excess Unit Rate*

$$\textit{Excess Unit Rate (per LF)} = \frac{\$2200}{55\ LF} = \$40\ per\ LF$$

*Step 2: Calculate Excess Payment*

$$\textit{Excess Payment} = 10\ LF \times \$40/LF = \$400$$

E. Paired City Connection – Plug and Replace (SOI #5)

This item includes all Work required to replace each active City-owned service connection exposed in a shared (paired) street excavation, from the water main through the curb stop, with a new continuous copper service connection, and to plug or abandon the existing lead connections at the main. A paired excavation is a single street excavation at the water main that exposes two or more City-owned service connections requiring replacement. When an excavation for a City-owned service connection replacement exposes additional City-owned

service connections that require replacement or plugging, the Contractor shall replace or plug those connections as directed by the City, and they will be paid at the applicable bid prices.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, excavation, ordinary dewatering, shoring, handling, hauling, disposal, protection, testing, cleaning, non-premium backfill, documentation, and incidentals necessary for a complete accepted item unless expressly excluded. Bidders shall price this item assuming both connections in a paired excavation are long-side connections.

Measurement will be per each City-owned service connection replaced from a paired street excavation and accepted, regardless of the installation method or number of excavations required. Each connection measured under this item shall not also be measured under the City Service Connection Replacement (Short-side) or (Long-side) items.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD.

F. Paired City Connection – Plug (SOI #6)

This item includes all Work required to plug a paired lead City-owned service connection that serves a vacant lot or an inactive account, as determined by CWD, at the water main. A paired excavation is as defined under Paired City Connection – Plug and Replace.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, excavation, ordinary dewatering, shoring, handling, hauling, disposal, protection, testing, cleaning, non-premium backfill, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per each paired lead connection plugged and accepted, regardless of the number of excavations required. Plugging of an existing connection that is replaced under Paired City Connection – Plug and Replace or a City Service Connection Replacement item is included in that item and shall not be measured under this item.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD.

G. Concrete Sidewalk Restoration ≤ 25 SF (SOI #7)

This item includes all Work required to permanently restore 4" thick concrete sidewalk disturbed by the Work.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, handling, hauling, disposal, protection, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per each sidewalk restoration area of complete 4" thick sidewalk sections replaced, up to and including 25 SF, measured as the horizontal surface area and recorded in Cityworks with before and after photographs. Sidewalk replaced beyond the sections disturbed by the Work, unless directed by the City, will not be measured for payment. Sidewalk sections damaged by the Contractor's operations outside the authorized work area shall be replaced at no cost to the City.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD. Restoration areas exceeding 25 SF will be paid from the Allowance / Force Account item (SOI #14) at an excess unit rate calculated by dividing the bid unit price by 25 for each additional square foot, as shown in the example in C-6-D. No markup will be applied to excess area payments.

H. Concrete Driveway Restoration ≤ 50 SF (SOI #8)

This item includes all Work required to permanently restore 6" thick concrete driveway disturbed by the Work.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, handling, hauling, disposal, protection, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per each driveway restoration area of complete 6" thick sections replaced, up to and including 50 SF, measured as the horizontal surface area and recorded in Cityworks with before and after photographs. Driveway replaced beyond the sections disturbed by the Work, unless directed by the City, will not be measured for payment. Driveway sections damaged by the Contractor's operations outside the authorized work area shall be replaced at no cost to the City.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD. Restoration areas exceeding 50 SF will be paid from the Allowance / Force Account item (SOI #14) at an excess unit rate calculated by dividing the bid unit price by 50 for each additional square foot, as shown in the example in C-6-D. No markup will be applied to excess area payments.

I. Roadway Concrete/Pavement Restoration (Non-Arterial Roadway) ≤ 50 SF (SOI #9)

This item includes all Work required to permanently restore 6" thick non-arterial concrete roadway disturbed by the Work.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, handling, hauling, disposal, protection, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per each 6" thick roadway restoration area up to and including 50 SF, measured as the horizontal surface area and recorded in Cityworks with before and after

photographs. Pavement replaced beyond the limits disturbed by the Work, unless directed by the City, will not be measured for payment. Pavement damaged by the Contractor's operations outside the authorized work area shall be replaced at no cost to the City.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD. Restoration areas exceeding 50 SF will be paid from the Allowance / Force Account item (SOI #14) at an excess unit rate calculated by dividing the bid unit price by 50 for each additional square foot, as shown in the example in C-6-D. No markup will be applied to excess area payments.

J. Asphalt Paving ≤ 60 SF (SOI #10)

This item includes all Work required to permanently restore asphalt pavement and asphalt driveways disturbed by the Work.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, handling, hauling, disposal, protection, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per each asphalt restoration area up to and including 60 SF, measured as the horizontal surface area and recorded in Cityworks with before and after photographs. Asphalt replaced beyond the limits disturbed by the Work, unless directed by the City, will not be measured for payment. Asphalt damaged by the Contractor's operations outside the authorized work area shall be replaced at no cost to the City.

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD. Asphalt paving areas exceeding 60 SF will be paid from the Allowance / Force Account item (SOI #14) at an excess unit rate calculated by dividing the bid unit price by 60 for each additional square foot, as shown in the example in C-6-D. No markup will be applied to excess area payments.

K. Concrete Curb Installation (SOI #11)

This item includes all Work required to permanently restore curb disturbed by the Work with new concrete curbs. Existing curb material shall not govern replacement; all curb replacements shall be constructed using concrete curb.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, handling, hauling, disposal, protection, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per linear foot of curb installed, measured along the face of curb and recorded in Cityworks with before and after photographs. Curb replaced beyond the limits disturbed by the Work, unless directed by the City, will not be measured for payment. Curb damaged by the Contractor's operations outside the authorized work area shall be replaced at no cost to the City.

Payment will be made at the unit price bid per linear foot when all requirements are marked complete by CWD.

L. Tree Lawn/Yard Restoration ≤ 50 SF (SOI #12)

This item includes all Work required to permanently restore tree lawn and yard areas disturbed by the Work at an assigned address, up to and including 50 square feet, to match the pre-Work surface conditions, including grading, topsoil, seed, fertilizer, erosion control, and watering.

The unit price of this bid item is full compensation for labor, materials, equipment, tools, supervision, layout, utility coordination, permits and permit fees (except as provided in C-18), traffic control, handling, hauling, disposal, protection, documentation, and incidentals necessary for a complete accepted item unless expressly excluded.

Measurement will be per each tree lawn/yard restoration at an assigned address, for a total restored area up to and including 50 square feet. Restored area is the horizontal surface area of all tree lawn and yard restored at that address, totaled and recorded in Cityworks with before and after photographs. Tree lawn and yard restored beyond the area disturbed by the Work, unless directed by the City, will not be measured for payment. Additional soil placed to correct settlement before final restoration will not be measured for payment. Restoration of surfaces other than grass, such as mulch, stone or landscaping, will be measured for payment only when directed by the City in writing and will be paid under Allowance/Force Account Work (SOI #14).

Payment will be made at the unit price bid per each when all requirements are marked complete by CWD. Restoration areas exceeding 50 SF will be paid from the Allowance / Force Account item (SOI #14) at an excess unit rate calculated by dividing the bid unit price by 50 for each additional square foot, as shown in the example in C-6-D. No markup will be applied to excess area payments.

M. Premium Backfill - Controlled low-strength material (CLSM), (SOI #13)

This pay item shall consist of furnishing and placing controlled low-strength material (CLSM) backfill in roadway pavement excavations when required by the community in which the Work is performed and as directed by the City. When CLSM is required by the community and approved by the City, CLSM shall be used in lieu of the standard granular backfill included in the applicable service connection replacement item. The unit price for this item shall constitute compensation for the additional cost associated with furnishing and placing CLSM beyond the granular backfill otherwise included in the service connection replacement item.

Measurement shall be by the cubic yard (CY) of CLSM furnished, placed, and accepted. Quantities will be measured as the volume computed within the authorized excavation limits and documented in Cityworks with before-and-after photographs. CLSM placed outside the authorized excavation limits, wasted, or used for the Contractor's convenience, unless specifically directed by the City, will not be measured for payment.

Payment shall be made at the Contract unit price per cubic yard for the CLSM backfill premium. The Contract unit price represents compensation for the additional cost of furnishing and placing CLSM in lieu of the standard granular backfill included under the applicable service connection

replacement item. Excavation, standard granular backfill, compaction, and all associated work required under the applicable service connection replacement item are included in the corresponding service connection replacement pay item and will not be paid for separately under this item.

No payment will be made for CLSM placed without prior authorization from the City. Payment will be made only for accepted quantities of CLSM for which all required documentation has been submitted and approved by CWD.

N. Allowance/Force Account Work (SOI #14)

This item is an allowance for Work directed by the City that is not included in any other item in the Bid – Schedule of Items. The allowance amount is set by the City and is not bid by the Contractor. Work under this item will be performed only when authorized by the City in writing before the Work begins. Any portion of the allowance not used will remain with the City.

The allowance will be used only for the following:

1. Excess length or area payments. Payments for length or area exceeding the limit defined in a bid item (for example, service line length over 55 LF under SOI #4), calculated using the excess payment method stated in that bid item. These payments will be made at the calculated excess rate only. No markup for overhead, profit, or any other cost will be applied to excess length or area payments, because the excess rate is derived from the bid unit price, which already includes all overhead and profit.
2. Unforeseen Work. Work directed by the City that is not included in, or incidental to, any item in the Bid – Schedule of Items. Only Unforeseen Work is eligible for markup.

The Contractor shall submit a quotation and receive written authorization from the City to use the Allowance/Force Account Work (SOI #14). Unforeseen Work quotation shall include labor, equipment, and materials, plus a 10% markup for overhead and profit. The 10% markup will be applied once; no additional markup will be allowed at any tier, including on subcontracted Work. Sales tax will not be paid, in accordance with B-18. All authorized Work will be recorded in Cityworks with before and after photographs, the signed daily records, certified payroll, invoices, and delivery tickets. Work performed without prior written authorization from the City will not be measured for payment.

Payment will be made at the agreed price or measured amount when all requirements are marked complete by CWD and invoiced in accordance with B-21. The total amount paid under this item will not exceed the allowance amount without a Change Order.

O. Allowance - Off-Duty Police Officer (SOI #15)

This item establishes an allowance for off-duty police officers when directed by the City. The amount of this allowance is set by the City in the Bid – Schedule of Items and is not bid by the Contractor.

The Contractor shall receive written direction from the City before employing an off-duty police officer under this item. Traffic control devices, signs, barricades, and flaggers required for the

Contractor's normal operations shall be included in the other items of the Bid – Schedule of Items and will not be paid under this item.

Measurement will be per hour that the off-duty police officer is on the jobsite, supported by the officer's invoice and time records attached in Cityworks on the corresponding WO. Hours not directed by the City, or hours resulting from delays caused by the Contractor, will not be measured for payment.

Payment will be made at the invoiced cost, without markup, when all requirements are marked complete by CWD.

## C-7 CORRECTION OF MATHEMATICAL ERRORS

A. If a Bidder makes any mathematical errors in the bid sheets that result in inconsistencies among the bid amounts, the City shall correct such errors as follows:

   1. The lowest level values or unit prices shall be deemed as indicating the Bidder's true intent and shall be accepted as correct.
   2. All calculations affected by the correction shall be revised accordingly, and these corrected values shall be carried throughout the entire set of bid sheets, potentially affecting the Bidder's final bid price.

B. Bid sheet calculations subject to such correction include, but are not limited to:

   1. The summation of labor and material unit prices into a total unit price.
   2. The multiplication of unit price times quantity to determine the extension cost.
   3. The summation of individual line items into totals or subtotals.
   4. The multiplication of any subtotals or other values by contingency percentages or other factors.
   5. The transfer of subtotals or values from one bid sheet to another.

   If the correction of any errors affects the award of the Contract, only the directly affected Bidders shall be notified in writing of the corrections and their effect.

## C-8 SERVICE LINE MATERIALS

A. All materials used to repair or replace the City's assets and customer plumbing shall comply with NSF 61 Safe Drinking Water Standards.

B. Materials required for service line connection replacements will be provided by the Contractor. All costs associated with the materials including but not limited to warehousing and maintaining inventory shall be included in the respective Bid Items.

C. All products and materials incorporated into the Work shall comply with the applicable BABA and AIS requirements of the funding agreement. Before installation, the Contractor shall submit manufacturer certifications identifying the products supplied, manufacturing locations, and compliance with the applicable domestic-production requirements for City review and written

acceptance. Certifications shall be traceable to deliveries and installation locations. Substitutions require renewed review. Any claimed exemption or waiver shall be documented and verified before use. City acceptance shall not relieve the Contractor of compliance responsibilities. Required documentation costs shall be included in the applicable unit prices.

D. All materials provided by the Contractor shall be new and unused and on the City's pre-approved list and shall comply with the federal and/or state requirements related to the materials' origin of production which may include the AIS Act and/or the BABA Act.

E. Contractor shall conform to submittal requirements defined in C-9, Submittals. Materials requiring submittals shall not be furnished or incorporated into the Work until written approval is received from the City.

F. The following materials are required to perform the Work:

1. Copper Tubing
   (i) Furnish Type K soft drawn copper tubing for water service line replacements.
   (ii) Provide 3/4-inch copper tubing unless otherwise required herein or directed by the City.
   (iii) Provide 1-inch copper tubing where any of the following conditions exist:
      a. The distance from the roadway centerline to the building setback exceeds 100 feet.
      b. Static pressure available at the street is 50 psi or less.
      c. The existing connection is 1" in diameter.
   (iv) Replace service connections larger than 1 inch with matching size copper tubing or other City-approved material.
2. Curb Boxes
   (i) Furnish complete curb box assemblies including:
      a. Lower section
      b. Upper section
      c. Extension section(s) as required
      d. Cover
      e. Rubber foot or boot
   (ii) Set curb box cover flush with final grade
3. Valve Boxes
   (i) Furnish valve boxes for tap valves 16 inches and smaller where indicated or directed by the City
   (ii) Valve box assemblies shall include:
      a. Lower section

b. Upper section

c. Cover

(iii) Acceptable manufacturers:

a. Tyler Pipe

b. Sigma

c. General Foundries

d. Bingham & Taylor

e. Star Pipe Products

f. Approved equal

4. City-side Service Line Replacement Materials

(i) ¾" and 1" Services provide:

a. Service saddle

b. Corporation stop

c. Type K copper tubing

d. Curb stop

(ii) Services Greater Than 1" provide:

a. Water spool-piece assembly

b. Tee matching main size and service size

c. Tap valve and fittings

d. Valve box

e. Pipe and fittings as directed by the City

f. Curb stop

5. Customer-side Service Line Replacement Materials

(i) ¾" and 1" Services provide:

a. Type K copper tubing

b. Stop-and-waste valve upstream of meter

c. Stop-and-waste valve downstream of meter when meter relocation is required

(ii) Services Greater Than 1" provide:

a. City-approved pipe material

b. Fittings required for complete installation

c. Meter assembly materials

d. Meter couplings

e. Hydraulic cement or approved sealing material

6. Water Spool-piece Assemblies
   (i) Furnish complete water spool-piece assemblies for main repairs and service replacements.
   (ii) Assembly shall include:
      a. Two compression style couplings
      b. Ductile Iron pipe spool section.
   (iii) Provide spool-piece assemblies of sufficient length and diameter to match existing piping conditions.
   (iv) Spool-piece assemblies may be used to abandon or plug existing tees, crosses, and service connections when approved by the City.

G. Manufacturers – The Contractor shall supply material from the following approved list, or City-approved equal:

| Copper Tubing | |
|---|---|
| Manufacturer | Product Name |
| Weiland | Type K Copper Tube |

| Service Fittings | |
|---|---|
| Manufacturer | Product Name |
| A.Y. McDonald | Flared and compression service fittings; corporation adapters |
| Mueller | Flared and compression service fittings; corporation adapters |
| Ford | Flared and compression service fittings; corporation adapters |

| Curb Stops | |
|---|---|
| Manufacturer | Product Name |
| A.Y. McDonald | Inverted Plug and Ball Valve Curb Stops |
| Ford | Inverted Key Curb Stops |
| Ford | Ball Valve Curb Stops |
| Mueller | Inverted Key Curb Stops |
| Mueller | Mark II Oriseal Curb Valves (1 ½" and 2") |

| Curb Boxes<br><br>Bingham & Taylor |
|---|

| Flowable Fill Mixtures | |
|---|---|
| Manufacturer | Product Name |
| Master Builders | Rheofill |
| Axim | Flow Air |
| W.R. Grace | DaraFill |
| Or approved equal | |

H. Waste Material

1. Waste materials include removed service line materials, appurtenances, pipe, fittings, and other materials not incorporated into the Work.
2. Ownership of waste materials transfers to the Contractor upon removal.
3. Remove, transport, recycle, and dispose of waste materials in accordance with applicable federal, state, and local regulations.
4. Dispose of waste materials at approved facilities in compliance with OSHA, EPA, and other regulatory requirements.

## C-9 SUBMITTALS

A. Before issuance of the Notice to Proceed (NTP) and construction mobilization, the Contractor shall submit and obtain the City's written approval of the program-wide submittal packages identified below. The packages shall cover the products, materials, personnel, Subcontractors, construction procedures, and quality-control measures proposed for Work performed under this Contract. The Contractor shall review and certify each package for completeness, accuracy, coordination, and compliance with the Contract Documents before submission.

| Submittal package | Minimum contents |
|---|---|
| **SOI Completion Timeline and Capacity Plan** | Demonstrate how Contractor will complete the full scope of SOI items within the Contract Duration milestones provided in C-2, Length of Contract; Include maximum and average daily numbers for completion of each SOI work item |
| **Product schedule and technical data** | Exact manufacturers and models; tubing types and sizes; valves; saddles; corporation stops; fittings; clamps; curb boxes; interior plumbing components; foundation seals; and applicable drinking-water certifications. Identify each proposed alternative separately. |
| **Domestic-source compliance package** | Product-by-product AIS/BABA applicability and classification; manufacturer certifications; manufacturing locations; and supporting documentation for any proposed exemption or waiver reliance. |
| **Construction procedures** | Investigation, material identification, tapping, boring/pulling, abandonment, temporary service, testing/flushing, electrical-grounding precautions, and foundation restoration. |
| **Personnel and Subcontractor qualifications** | Named tapping personnel, certifications, applicable licenses, qualified plumbing personnel, and Subcontractor names and scopes. |
| **Quality-control and inspection plan** | Hold points; inspection notices; test methods; acceptance criteria; documentation responsibilities; and procedures for identifying, reporting, and correcting nonconforming Work. |
| **Backfill and restoration materials** | Bedding/backfill sources and gradations; CLSM and concrete mix designs; asphalt specifications; reinforcement; curing products; topsoil; and seed. |
| **Contractor safety plan and qualifications** | Contractor safety plan and qualifications |

B. **Applicability to WOs.** Approved packages shall govern all subsequent WOs for the duration of the Contract without repeated submission, provided the Work remains within their approved scope. The Contractor shall perform the Work using the approved products, sources, personnel, procedures, and quality-control measures. Approval of a submittal does not authorize Work, establish payment entitlement, or modify the Contract Documents.

C. **Changes and Additional Submittals.** Before implementing any deviation from or change to an approved package, the Contractor shall submit the affected revisions and obtain the City's written approval. Changes include substitutions of products, manufacturers, models, suppliers, manufacturing locations, material sources, mix designs, personnel, Subcontractors, procedures, or quality-control measures. Each revised submission shall identify the changes, explain their purpose, and include updated technical data and compliance documentation. Work outside the scope of an approved package shall require a supplemental submission and written approval before the affected Work begins. Approval shall not be inferred from silence, delivery, inspection, payment, or issuance of a WO.

D. **Delivery and Installation Verification.** Program-wide approval shall not replace delivery-specific certifications, inspection records, test results, or WO documentation required elsewhere in the Contract. Before installation, the Contractor shall provide records sufficient to verify that the actual products supplied match the approved products and applicable AIS/BABA certifications. The Contractor shall maintain traceability among certifications, deliveries, and installation locations. No claimed exemption or waiver shall be used until its applicability has been documented and verified by the City; City review does not itself grant a federal waiver.

E. **Contractor Responsibility.** City approval shall not relieve the Contractor of responsibility for compliance with the Contract Documents, accuracy of certifications, construction safety, or performance of the Work. Any proposed departure from a Contract requirement shall be expressly identified and shall require a separate written Contract modification where applicable. The City may reject nonconforming materials or Work and require correction or replacement at the Contractor's expense. All costs of preparing, coordinating, revising, and maintaining required submittals and supporting records shall be included in the applicable bid prices.

F. **Contractor Safety.** City review or approval of safety submittals shall not relieve the Contractor of responsibility for construction means and methods, site safety, compliance with applicable safety requirements, or implementation and enforcement of its safety plan. The Contractor shall adapt safety measures to actual conditions and obtain approval of revisions in accordance with this Section. Nothing in the submittal approval process authorizes unsafe Work or delays immediate measures necessary to protect workers or the public.

## C-10 SCHEDULE

This Section establishes scheduling, production, staffing, and performance requirements for the Lead Service Line Replacement Program. The City anticipates assigning Work at a rate equal to the quantity of Investigations in SOI #1 divided by 12 months. For example, if 2,500 Investigations are estimated, the Contractor should anticipate performing Investigations at a rate of about 200 per month in order to be substantially complete within 12 months of NTP. The Contractor shall maintain the capacity to perform Work at that rate throughout the Contract term. The Contractor shall perform the Work within each WO in accordance with the approved SOI Completion Timeline and Capacity Plan and all Service Level Agreement (SLA) requirements specified herein.

A. SOI Completion Timeline and Capacity Plan

The Capacity Plan is not a bid form and shall not be submitted with the bid. Submit a Capacity Plan on the form furnished by the City prior to the issuance of the Notice to Proceed (NTP). The Capacity Plan shall:

1. Identify the anticipated number of Work Days per week.
2. Identify the number of crews assigned to the Work.
3. Identify the anticipated weekly production rate for each bid item based on the crews identified. The Capacity Plan shall establish the Contractor's committed staffing levels, crew availability, and production capacity for the Work. The City will rely upon the Capacity

Plan when assigning WOs and evaluating the Contractor's ability to satisfy the Contract completion requirements.

4. If the Contractor determines that they can execute Work at an accelerated rate and complete Work in a condensed timeframe, then the Contractor may propose an accelerated Schedule to the City. The final determination of whether or not the accelerated schedule is acceptable lies with the City.
5. The Contractor shall maintain the staffing levels, crew allocations, and production capacity identified in the approved Capacity Plan throughout the Contract unless otherwise approved in writing by the City. Reduction in committed resources that adversely impacts the Contractor's ability to meet Contract requirements shall constitute grounds for corrective action by the City.

B. WO Schedule

Within three (3) Business Days following the City's issuance of a WO or group of WOs, Contractor shall submit a WO Schedule on the form furnished by the City. The WO Schedule shall:

1. Cover all Work assigned in the WO(s)
2. Identify the crews and Work Days assigned to the Work
3. Be consistent with the production rates in the Capacity Plan
4. As part of the WO Schedule, the Contractor shall meet the following Contractor Completion Timelines for performance of work items

| SOI Work | Contractor Completion Timeline |
|---|---|
| Curb Stop Locating, Assessing, Operating; Material Investigation | 14 days from assigned |
| City-Owned LSLR only and Plugging | 7 days from material identified |
| Customer-Owned LSLR only | Date on which the City schedules the Work to be completed |
| City-Owned LSLR and plugging with a Customer-Owned LSLR | Date on which the City schedules the Work to be completed |
| Sidewalks, Aprons & Curbs repair | 7 days from assigned |
| Street excavation/concrete repair | 7 days from assigned |
| Asphalt cap | 7 days from assigned |
| Tree lawn/yard repair (current) | 21 days from assigned |

Contractor shall maintain staffing, equipment, supervision, and resources necessary to achieve the production rates identified in the approved WO Schedule. Failure to achieve the rates outlined in a WO Schedule will be considered a violation of the terms of the Contract(s) and penalties may be assessed (See C-15 Failure to Perform).

C. Work Periods

1. The City-furnished WO Schedule Form is organized into Work Periods and Work Weeks.
2. A Work Period generally consists of four (4) consecutive weeks.
3. Work Periods containing major holidays or anticipated winter-weather impacts may include additional Contract Time as designated by the City.

D. Work Weeks

1. A Work Week begins on Monday and ends on Saturday.
2. The number of available workdays for each Work Week is identified on the WO Schedule Form.
3. No new Work shall occur on the following holidays: Memorial Day; Independence Day; Labor Day; Thanksgiving Day and the Friday and Saturday after; Christmas Day; and New Year's Day. Work may also be limited on the day(s) directly before or directly after Independence Day, Christmas Day, and New Year's Day depending on the day of the week on which they fall and when the holiday is recognized by the City.
4. Other legal holidays may be considered "NO WORK" days on the WO Schedule Form. The City reserves the right to limit and/or prohibit new Work on all legal holidays and other days designated by the City, including severe weather days.
5. Some communities may restrict work on Friday night and Saturday in certain neighborhoods. Contractors are required to observe work restrictions such as this for all non-emergency work.

E. Emergency repair Work assigned to the Contractor, including all warranty Work, can be performed any day including holidays and may be required of Contractors.

F. Multiple Contract Awards

1. If awarded multiple Lead Service Line Replacement Contracts, assume concurrent execution of all Contracts upon issuance of the applicable Notices to Proceed.
2. Maintain sufficient personnel, equipment, supervision, and operational capacity to satisfy the requirements of all awarded Contracts.
3. Failure to achieve the production rates established in the approved SOI Completion Timeline and Capacity Plan when evaluated across all active Contracts may be considered failure to perform in accordance with the Contract Documents.

G. Progress Monitoring

1. The City will monitor Contractor production and progress against the approved WO Schedule.
2. The City recognizes that site conditions, weather conditions and health of staff may alter actual Investigation and Replacement rates on any given day/week/month. Monthly, the City will review each Contractor's total completed Work to ensure the Contractor is maintaining their WO Schedule for all of their LSLR Work. If the Contractor is behind, the

Contractor shall submit an updated schedule within seven calendar days of the City notifying the Contractor by email that an updated WO Schedule is required. The updated WO Schedule must show how the Contractor will achieve all outstanding Work. Failure to submit an updated WO Schedule will be considered a violation of the terms of the Contract(s) and penalties may be assessed (See C-15 Failure to Perform).

3. If the Contractor is behind on restoration work, the City may refuse to assign new connection work until the Contractor has completed overdue restoration work.

H. Schedule of Work

1. LSLR work will be assigned at addresses working in clusters. A cluster is defined in C-1.
2. The City shall assign Work to the Contractor based on that Contractor's approved Capacity Plan.
3. On a weekly basis, the City will provide the Contractor a list via email and/or Cityworks (see C-21), of new Work assignments. If the Contractor falls behind on assigned Work, the City may choose to not assign the Contractor new Work. The City may provide the Contractor a list of future Work assignments farther in advance for the Contractor's planning purposes. The Contractor shall not perform Work at an address before the date on which the City has authorized that Work start.
4. All Work assignments will start with an Investigation WO in Cityworks. This will be the parent WO. Subsequent child WOs will be made for additional Work assigned at that address.
5. By 6 pm the day before Work, the Contractor shall submit a list via email of Work scheduled for the following day(s). This is called the Daily Location Sheet. The Work will come from assigned Work in Cityworks (see C-21) and shall be forwarded to the City staff assigned to LSLR Work (email address(es) will be provided).
6. The Daily Location Sheet submitted to CWD shall be in the spreadsheet format provided by CWD, and shall include the following information for each site:
   (i) City's WO Number
   (ii) Ohio Utilities Protection Services (OUPS) Number
   (iii) Address location
   (iv) Principal Contact name and phone number of the Contractor's onsite person
   (v) Description of the Work to be performed that day at that site.

## C-11 PIPE TAPPING QUALIFICATIONS

Before Notice to Proceed, the Contractor shall identify by name each employee of the Contractor or any Subcontractor who **will** tap iron water mains under this Contract, and shall demonstrate each named employee's qualifications by one of the following two methods. Submit information in accordance with C-9, Submittals. Any employee added after Notice to Proceed, including new hires and new Subcontractor employees, shall be qualified under this Section and approved in writing by the City before performing any tapping Work. The Contractor shall submit the

qualifications of each added employee at least ten (10) Business Days before that employee is proposed to begin tapping Work.

A. Tapping Experience

Each named employee shall have successfully completed, within the previous five (5) years, through projects or in the normal course of business, a minimum of fifty (50) water service line replacements, each requiring tapping of iron water mains for ¾" or 1" service connections, as described in C-26, Service Connection Work. For each named employee, the documentation shall include:

- Employee name and employer at the time the work was performed
- Project Name
- Owner
- Year completed
- Owner contact person and telephone number for the Project
- Number of taps completed, tap sizes, and size of water mains tapped

B. Cleveland Certification

As an alternative to Method A, a named employee may obtain a Water Main Tapping Certification from CWD by passing a CWD service line installation skills test. A copy of the certification for each employee qualified under this method shall be submitted before Notice to Proceed.

C. Notice to Proceed will not be issued until each named employee has demonstrated the required qualifications to the City's satisfaction under Method A or Method B. CWD may reject any proposed employee whose documentation does not demonstrate compliance with CWD requirements. Only employees approved under this Section shall tap water mains under this Contract. Employees added after Notice to Proceed shall be qualified and approved under this Section before performing any tapping Work.

D. If the Contractor does not meet the tapping qualification requirements, the City reserves the right to limit the Work at the beginning of the Contract until the Contractor demonstrates that it can successfully perform the Work in compliance with the Specifications.

## C-12 METHOD OF AWARD

Bidders must bid on every item on the Bid – Schedule of Items page(s). The City will evaluate and award the contract based on the overall lowest cost and best qualified bid.

Each bid Item set forth in the Bid – Schedule of Items shall receive a positive bid total. All bid items shall be bid with positive values. A negative bid value or zero bid value on any item in the Bid – Schedule of Items shall make the bid non-responsive.

## C-13 NOTICE TO PROCEED

The language in Paragraph B-24 or anywhere else in this Contract notwithstanding, the term of this Contract shall begin when the City issues NTP which could be up to 12 months following the opening of bids. At the City's discretion, the City may additionally shorten the term of this Contract by as much as two weeks, in order to accomplish an orderly inventory and reconciliation. A NTP shall not be issued until the Contract has been fully executed and delivered to all parties, and not until all of the Contractor's subcontracts with its Cleveland Small Business (CSB) Subcontractors have been approved by the City's Office of Equal Opportunity. Once a Contractor has been selected and approved by the City's Board of Control (BOC), the recommended Contractor shall diligently pursue the timely completion, submittal and approval of its subcontracts and any state and/or federal forms.

If/when a Contractor is the winning Contractor on more than one Contract for a given LSLR Program Year, the City reserves the right to issue NTP either staggered or all at once. Once NTP is issued, WOs may be issued as soon as the first Monday following the NTP. If the Monday is a holiday, work shall start on Tuesday of that week.

## C-14 GUARANTEE

The Contractor shall guarantee their Work for a period of one year from completion of the WO and make any necessary repairs caused by faulty workmanship, improper backfill, inadequate bracing, land shifts or other defects incidental to the Work, whether the damage occurs in the right-of-way or on private property. When the Contractor is notified by the City to return to an address for faulty workmanship, settling, etc., this shall be deemed Warranty Work with no additional payment issued and the Contractor is responsible for all associated costs. The Contractor shall complete all Warranty Work within the timeframe established by the City.

The Contractor shall further be responsible for all damages to any water appurtenances as a result of their excavation. In both the aforementioned circumstances, the City reserves the right to affect necessary repairs and charge all costs incurred therein to the Contractor. All applicable Federal, State and City laws, ordinances, rules and regulations shall be complied within the execution of this Contract.

## C-15 FAILURE TO PERFORM

Work shall be performed efficiently and in a professional manner. All work under this Contract shall be subject to completion within the Service Level Agreement (SLA) timeframe specified hereafter and following the Work specifications contained herein.

A. A **WO SLA** shall begin on the date the work is assigned to the Contractor as reflected in Cityworks (see C-21), the City's WO system. All SLA timeframes include the amount of time to obtain the Ohio Utilities Protection Services (OUPS) information and markings. Failure of the Contractor to complete the assigned work within the timeframe hereafter specified will result in liquidated damages applied to the total cost of the job. All Work not completed by the SLA will continue to accrue liquidated damages. Liquidated damages can exceed 100% and will be assessed to the noncompliant Contractor even if the Work is reassigned to another Contractor.

In such a case, liquidated damages will continue to accrue until the follow-up Contractor completes the work. The liquidated damages will be deducted from the overall invoice total.

B. A **WO Schedule Violation** is any time the Contractor failed to Investigate and Replace the number of connections as set forth in the WO Schedule submitted and approved by CWD, or the adjusted schedule as required by CWD thereafter. A violation is also when the Contractor failed to provide the number of daily LSLR crews for Investigations and Replacements. If a Contractor falls behind on their approved WO Schedule and fails to submit an updated Schedule (see C-10, Schedule) then they will be in violation of this Contract.

C. A **Specification Violation** is any time the Contractor performed Work but did so with disregard to the specifications set forth in this document. Some Specification Violations will need remediation on a day assigned by the City before any payment is issued for any Work at that address. If the Contractor fails to correct the issue, the SLA will be assessed per each day of the violation. Other violations of the specifications contained herein may not require remediation, but the SLA can be assessed as encouragement for the Contractor to comply with the specifications contained herein. The goal of the Specification Violation SLA is to have Contractors perform the assigned Work correctly and not to have to assess these SLAs.

The following table shows the SLAs and subsequent liquidated damages for when Work violates the SLA timeframe and/or the specifications listed herein. The timeframes are calendar days. The cost of the Work is considered the total cost of Work assigned at an individual address.

| Entity Type | SLA | Normal Liquidated Damages |
|---|---|---|
| Investigations (SOI #1) | 14 days from WO Assigned | Greater of 15% per day or $90 |
| City-Owned LSLR only and Plugging | 7 days from Investigation | Greater of 15% per day or $450 |
| Customer-Owned LSLR only | Date on which the City schedules the Work to be completed | Greater of 15% per day or $375 |
| City-Owned LSLR and plugging with a Customer-Owned LSLR | Date on which the City schedules the Work to be completed | Greater of 15% per day or $450 |
| Concrete/asphalt work (Street, Sidewalks, Driveway Aprons, Curbs) | 7 days from assigned | Greater of 15% per day or $90 |
| Tree lawn/yard repair | 21 days from assigned | $90 per day |
| Warranty/Guarantee Work | 3 days from notification | $500 per day |
| Safety Violation | Per occurrence | $1,000 per violation |
| Spec violation not requiring remediation | Each | $1,000 per violation |
| Spec violation requiring remediation | Each | $1,000 per day |
| Data Entry of Field Work into Cityworks (see C-21) and Documentation | Within 12 hours of Work | $100 per day per WO |
| WO Schedule Violation | 7 days from assigned | $1,000 per day |

## C-16 MONUMENTS AND LANDMARKS

Monuments or landmarks shall not be altered or removed by the Contractor without the written consent of the City. Any monument or landmark so removed will be replaced at the expense of the Contractor. If a monument is disturbed or damaged, contact the Survey section of the City of Cleveland, Division of Engineering and Construction, if within Cleveland corporate limits to arrange for proper locating and setting of the monument pin. If a monument is disturbed or damaged within a community, contact the respective community for repair/replacement criteria.

## C-17 OHIO UTILITIES PROTECTION SERVICES NOTIFICATION

The Contractor shall be responsible for notifying OUPS, including information as to the location, day, and time they will be working. At least two full business days prior to the Contractor performing Work, the Contractor shall make the required OUPS notification. The Contractor shall be responsible for calling OUPS as often as necessary in order to keep the ticket active and meet the OUPS statute.

In addition to all other timing of Work restrictions issued by the City, the Contractor shall follow OUPS regulations and refrain from excavation until two full business days from the time of notification.

The Contractor is responsible for all repairs to copper service connections damaged by the Contractor in excavations that were marked in accordance with OUPS requirements and/or mapped in Cityworks (see C-21). Water infrastructure that is unmarked and not in Cityworks, including active copper services, damaged by the Contractor shall be repaired/replaced at a cost paid for by the City.

## C-18 PERMITS

For jobs in the City of Cleveland proper, the City will apply for a Right of Way Street Opening/Obstruction Permit. This permit shall be kept on the job site at all times. Right of Way Permits are uploaded into Cityworks (see C-21) for each address where Work is performed within the City of Cleveland. For jobs in the City of Cleveland, the Contractor shall NOT be required to pay for the street opening permit. For jobs in the suburbs, the Contractor shall not be required to pay for permits.

## C-19 OPERATING VALVES

Under the direction and supervision of the City, the Contractor may operate valves 16" and smaller. Unless specifically instructed to by the City, the Contractor shall not operate valves larger than 16". The Contractor shall locate the line valves and if necessary clean out the valve box or dig up the shifted box in order to operate the line valve shutoff. Any incidental work necessary to turn off any valve such as locating the valve box, exposing the valve box, clean out, etc., shall be done by the Contractor at no additional cost to the City.

## C-20 CITY FIELD STAFF – RESIDENT PROJECT REPRESENTATIVE (RPR) AND FIELD SERVICE COORDINATOR (FSC)

When available, the City will maintain at its own expense a Resident Project Representative (RPR) and Field Service Coordinator (FSC) at the work site who will act as the duly authorized representative of the City, and all work shall be performed by the Contractor in a manner satisfactory to the RPR/FSC. Presence, absence, observation, or inspection by the RPR/FSC does not relieve the Contractor from responsibility for complying with the Contract Documents.

A. The City's RPR shall be authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the Work, and to the preparation of the site or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the RPR/FSC as to materials furnished or the manner of performing the Work, the RPR/FSC shall have the authority to stop the use of material or suspend the Work until the question at issue can be referred to and decided by the City.

B. The RPR/FSC shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of the Work or to issue instructions contrary to the specifications.

C. The RPR/FSC shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the Work by the latter. Any advice, which the RPR/FSC may give the Contractor, shall in no way be construed as binding the City in any way or releasing the Contractor from the fulfillment of the terms of the Contract.

D. When an RPR/FSC is not on site, the Contractor shall maintain communications with the City via phone.

E. The Contractor shall not be entitled to any claims for loss of time, damages or anticipated profit due to any time lost from suspension of work and from the referral of the questions at issue to the City or its representative.

## C-21 CITYWORKS

The City utilizes the Cityworks Work Management System. Cityworks is a web-based software application that is hosted by the City and is used to track and manage Service Requests, WOs and Inspections on the water system assets. All Work performed under this Contract will be tracked and managed within Cityworks or the current work management system used by the City to assign and track Work.

The City will supply the following to the successful Contractor(s) after they are under Contract:

- Cityworks software licenses as needed.
- One day of Cityworks user training, as needed, per Contractor at City offices. Training will be repeated periodically.
- Usernames and passwords, as necessary, per Contractor.
- Cityworks software support for trained users.

The Contractor must supply the following:

- One field device per crew. Field devices shall be an iOS-based device, with camera, and field internet connectivity of 4G or better.
- One spare field device always on the shelf, ready for use.
- Office computers capable of connecting to Cityworks.
- As necessary, staff who will attend the training classes listed above.

Generally, the workflow will be as follows:

1. City staff initiate WOs within Cityworks and assign to the Contractor.
2. The assigned Work will appear on the Contractor's Cityworks Inbox screen.
3. The Contractor will assign, perform and manage its Work using Cityworks.
4. Contractor shall submit all documents associated with the Work, including sketches, photos and descriptions of the work being performed, in Cityworks. This data shall be entered into Cityworks daily on each worksite as work progresses. All data shall be filled out before leaving the job site. Liquidated damages shall be assessed for missing this deadline.
5. The City will use Cityworks to manage inspections, quality control, Work acceptance, etc.
6. The City will use Cityworks to reconcile invoices and initiate the payment process.
7. For all Cityworks WOs, the day any work is performed at an assigned location, the Contractor shall at a minimum complete documentation as specified in Section C-22 Documentation for that type of WO. Failure to do so shall be a SLA violation.
8. Contractors request payment per WO by adding the appropriate line items to that Cityworks WO. Payment requests will only be reviewed when the Contractor requests this review via Cityworks and all documentation as outlined in Section C-22 Documentation has been submitted.

## C-22 DOCUMENTATION

When specified, Work shall include the submittal of various forms of documentation, the cost of which shall be included in labor Bid Items. All Work shall require written comments in the WO and photos and/or video clips as specified by the City. When documentation is required and not submitted, the item performed shall be considered incomplete. Payment for items assigned and performed where no documentation is provided shall be withheld, and SLAs as set forth in section C-15, Failure to Perform, shall apply until the documentation is provided. Documenting descriptions, sketches and/or photos shall be uploaded by the Contractor to the WO in Cityworks for review and verification by the City.

A. Written Documentation – Written comments shall be added to the WO to record Work performed as it progresses and upon completion. For most service line investigations and LSLRs, drawing and sketch documentation will not be required unless the Contractor is directed to do so by the City. Examples of when a drawing or sketch may be required include when a service connection splits between multiple buildings, splits before or after a meter, and/or when a

Customer-owned connection enters a building from a non-traditional location (i.e. not the front facing wall).

In all LSLRs, the Contractor shall record measurements for the length of the connection from the main to the curb stop, from the closest hydrant to the curb stop, from the property line to the curb stop as well as a measurement and direction referenced from a nearby street intersection. The Contractor shall also record the length of the copper pipe used for the City-owned connection (i.e. corporation stop to curb stop) and, in cases of a Customer-owned LSLR, from the curb stop to the main shut-off valve (stop and waste valve). The City-owned connection and the Customer-owned connection shall be recorded as separate lengths of copper pipe. A description of where the Customer-owned service line enters the building shall also be included when a new copper line is installed. Measurements should be documented as comments in the WO to which they are related.

B. Examples of how these measurements shall be recorded are:

Location of curb valve
- 16' W of the 3rd hydrant W of East 33rd, 8-feet out from property line
- 45' E of the 4th hydrant W of Cardinal Road, 25-feet north of center line of road
- GPS coordinate

Length of copper pipe used
- City-owned copper 15-feet
- Customer-owned copper 29-feet
- City-owned copper 12-feet; Customer-owned copper 43-feet

Location of Customer-owned point of entry
- Front facing wall, 15 feet W of east wall
- Front facing wall, 6 feet N of south wall
- W side of home, 10 feet South of front facing wall

C. Curb Stop and Service Line Material Investigations Photo Documentation:

1. Before photos/video of worksite – Photos/videos shall be taken before any excavation is performed that clearly show OUPS markings and the general condition of the road, sidewalk, curbs, tree lawn/yard, driveway apron, etc. The Contractor should take care to document the condition of surfaces that are in disrepair prior to the Contractor's Work. The following specific photos shall be taken:
    a. From the street looking at the residence, including the address of residence
    b. From the driveway side of residence showing driveway, driveway apron, sidewalk, tree lawn and front yard
    c. Curb stop box location clearly showing the lid (triangle or pentagon)
2. Excavation Work – After all necessary excavation has been performed but before any alterations or repairs are made to the water distribution system, the following photos shall be taken:
    a. At the curb stop valve with both materials clearly shown. Labels shall be included in the excavation so that the service line material and orientation are labeled in

the same photo that pipe(s) can be viewed. This may require multiple photos depending on the orientation of the pipe and fittings.

b. Photos showing all other utilities exposed in the excavation.

c. A general photo showing orientation of the excavation related to the home/building.

3. For all service line investigations, CopperX2 determinations, City-owned LSLRs, and Customer-owned LSLRs, the Contractor shall obtain and upload photo documentation sufficient to verify the service line material(s) identified in the field. Photos shall clearly show the materials observed on both the City-owned and Customer-owned sides of the curb stop, as applicable, regardless of whether the materials are determined to be CopperX2, Lead, Copper/Lead, GRR, or any other material combination. The curb stop valve and adjacent service line materials shall be visible in the photo documentation. Labels shall be placed within the excavation to identify the service line material(s) and indicate the orientation of the service line. Such labels shall be visible in the same photo as the pipe material being documented. Multiple photos may be required to adequately capture the service line materials, fittings, and orientation. Photos shall be uploaded to Cityworks and shall support the material classification recorded in the Work Order. Photo documentation shall also show any other utilities exposed within the excavation.

4. Before leaving a site for the day – At least two photos shall show the site conditions. If an excavation is not filled, but left open, photos should show how the area is secured.

D. CopperX2 Photo Documentation:

1. When a CopperX2 is found, if a new curb stop needs installed, photo documentation of the replacement shall be documented in Cityworks with before and after photos.

2. Photos of the curb box being installed shall be documented in Cityworks. The photo(s) should show that the service line is at the proper depth and should document if the curb box is new or if an existing one is being reused.

3. At least two photos shall show the soil surface conditions after the excavation has been filled.

E. City-Owned LSLRs Photo Documentation:

1. When a city-owned LSLR occurs, all requirements outlined in the C-22-C, Curb Stop and Service Line Material Investigations Photo Documentation apply.

2. Additional required photos include:

(i) Before and after photos of the street excavation site above the water main. These photos shall show the depth of main and the general condition of the main before the new tap is installed. Photos need to be taken so the work in the excavation is visible in at least one photo and the orientation of the excavation relative to surface features (i.e. building) is visible.

(ii) The new corporation stop installed in the water main with new copper.

(iii) The new copper line connected to the new curb stop so that the customer-owned material being left is also visible.

(iv) The old Corporation closed, or a Repair Clamp installed.

(v) If abandoned in place, the place(s) where the old lead connection was cut so it can never be used again.

(vi) When installed, the anode bag connected to the main.

(vii) The curb box sections and rubber foot/boot if provided, installed prior to backfill.

(viii) Two or more photos/videos after the Contractor's completion of the Work. At least one shall show a house or building in the background as to clearly verify the general location of the Work. The other after photo(s) shall show the water Work performed as large as possible within the frame of the photo/video.

F. Customer-Owned Connections Photo Documentation:

1. When replacing a Customer-owned connection, all requirements outlined in this section and in C-22-C.1 and C-22-C.2 apply.
2. Additional required photos include:

(i) At least two photos/videos showing internal wall and floor conditions prior to Work starting. The Contractor shall take care to document the current service line and meter setting arrangement and any pre-existing conditions of the wall and floor areas where the Work is to occur and Contractoron the interior of the building, such as basement water damage, pre-existing plumbing conditions, pre-existing drainage conditions, any other unusual circumstances in the basement, etc., that may exist along the path that brings the Contractor down into the basement to their area of Work.

(ii) At least two photos/videos showing external wall conditions of the home above grade prior to Work starting. The Contractor shall take care to document any pre-existing conditions on the exterior of the building such as downspout locations and slope of exterior ground, surfaces on the exterior wall of the home where the new service line was installed.

(iii) When a service line and meter are being relocated, before and after interior photos shall clearly show the current conditions of both the existing meter setting and the location where the meter is to be relocated both before the Work starts and after the Work is complete. After photos shall clearly show that grounding wires and/or jump wires that existed prior to LSLR work have been reconnected to function as they had prior to LSLR work. Photos shall document areas within 10-feet of where Work is performed. Photos shall also document how the premise plumbing was made whole.

(iv) The new copper line connected to the new Curb Stop. This may require labeling the new pipe for orientation purposes.

(v) The curb box installed prior to backfill.

(vi) A minimum of two photos/videos shall be taken after the Contractor's completion of the water Work, both inside and outside. At least one after photo/video shall show a house or building in the background as to clearly verify the general location of the Work.

G. Restoration Photo Documentation:

1. A minimum of four digital photos are required for each restoration job performed. Electronic copies of the photos must be uploaded to the WO in Cityworks for review and verification by the City. The Digital photos are to be in a .jpg format. Examples of the photos that should be taken include:
   (i) Address/House
   (ii) Reference image of damaged area
   (iii) Close-up of damaged area
   (iv) Grading/Topsoil
   (v) Seeds/seeding
   (vi) Fertilizer
   (vii) Concrete (sidewalks, aprons, curbs, road subbase, and road)
   (viii) Asphalt cap and edge seal
   (ix) Reference of restored area
   (x) Close-up of restored area
2. If a Contractor is sent back to a site for follow-up restoration, new before and after photos shall be taken.

## C-23 OPEN CUT EXCAVATION

The Contractor shall provide all necessary excavation equipment and backfill material to complete the Work of each item listed in the SOI. The Contractor shall include the costs associated with excavation and backfilling in the various Unit Bid Prices. Before beginning any excavation, the Contractor shall provide and install barricades, warning lights, and other necessary traffic and pedestrian control devices.

A. Trenches shall be dug to the alignment length and maximum 4-foot width to enable repairs to be made quickly with the least inconvenience to the public and only so far as required to perform the Work.

B. All pit openings shall be dug to the length and width required to enable repairs to be made quickly with the least inconvenience to the public and only so far as required to perform the Work. Pits shall not exceed 4-ft x 8-ft, with an estimated water service pipe depth of 6-ft.

C. Before breaking open any pavement including roads, sidewalks, aprons and driveways, the Contractor shall square cut the pavement to full depth of roadway and road base. Excavation shall be conducted carefully to avoid damaging any underground facilities.

D. For concrete and asphalt roadway surfaces, Contractor shall provide a 24-inch pavement cutback beyond the trench excavation limits to facilitate pavement tie-ins and repairs.

E. For brick surfaces, before excavation tools are used, the Contractor shall consult the City for instructions on how to proceed. Generally, road surface bricks shall be collected and stacked neatly to the side of the Work area so that they can either be collected and taken to the City's designated road brick storage areas or reused to restore the street excavation at that location.

F. The use of excavating machinery is required except in places where operation of the same will cause damage to trees, buildings or underground structures, in which case hand methods shall be employed.

G. Trees shall be protected in all situations. Disturbance of tree roots to complete Work is not permitted unless authorized by the City and shall be completed using City approved methods.

1. If curb boxes are obstructed by or interwoven into any part of a tree including the roots, contact the City for how to proceed.
2. If the tree is in poor condition, evidenced by root rot, bare/peeling bark, a lean of greater than 25%, etc., the tree may require removal and the Contractor shall contact the City for how to proceed.
3. If curb boxes and/or connections need to be relocated to avoid tree roots, the Contractor shall contact the City for how to proceed.
4. If tree roots are cut, the following guidance shall be implemented to reduce the risk of catastrophic tree failure associated with cutting tree roots, while allowing the Contractor to perform the LSLR Work and essential tasks.
   (i) Roots should never be intentionally ripped out or torn with equipment. If roots are torn/ripped, they shall be cut as outlined herein.
   (ii) Cleanly cut exposed or severed roots to promote rapid wound closure. Root cuts shall be performed with clean, sharp tools as follows:
      a. Concrete saw
      b. Hand saw, loppers or bypass shears sanitized with a 70% alcohol or 5% bleach solution.
      c. Shovels or axes may be used for initial cuts. The final root cut shall be performed by one of the above-listed methods or per the direction of the City.
   (iii) Root cuts shall be made as far away from the trunk as practical. Ideally, root pruning should not occur within 3 times the diameter of the tree.
   (iv) Buttress roots, sinker roots, and roots over 4" should never be cut unless approval to do so has been made by the City.
5. Soil should be loosely compacted when backfilling around exposed tree roots. Tree roots need crumbly, well-aerated soil to grow and to obtain oxygen, water and nutrients.

H. The Contractor shall protect fences (poles and fabric), guardrails, mailboxes, poles (utility and otherwise), walks, traffic signs and other property within or near the work site unless their removal is authorized by the City. Any incidental damage to public or private property that should not have occurred during proper construction of the Work will be restored at Contractor's expense to the satisfaction of the City.

I. The Contractor shall take all necessary precautions, including the use of rubber street pads for outriggers, to protect street surfaces from damage. Any damage to the street and/or base, outside of the excavation area, will be repaired at the Contractor's expense.

J. The Contractor shall exercise caution to ensure accessibility to hydrants, manhole covers, valve boxes, curb boxes, traffic signal control boxes, fire or police call boxes, and other utility controls.

K. Unless otherwise directed by the City, the Contractor shall remove all existing structures, roadways, driveways, drainage pipes, fences, guardrails, mailboxes, and other similar materials necessary for the proper construction of the Work, including pipe connections, drains, anchors, access manholes, and other appurtenant structures, and including any supplemental connections, all vault construction, and all other items required for installation. The excavation shall include the removal, handling, hauling, and disposal of materials encountered in the Work and shall include all necessary dewatering, pumping, bailing, draining, sheeting and bracing.

L. Excavations shall be braced and drained so that workers may work therein safely and efficiently. It is essential that the discharge from pumps be led to natural drainage channels, to drains, or to sewers.

M. Excavations shall in every case be of sufficient width to permit the solid packing of backfill under and around pipes, satisfactory construction of all appurtenances and for such sheeting and shoring, pumping and draining as may be necessary. The width of the excavation may vary with and depend upon the depth of excavations and the nature of the excavated material encountered; but in any case shall be of ample width to permit the Work to be done properly and for the backfill to be placed and compacted properly. When sheeting and bracing is used, the excavation width shall be increased accordingly. Sheeting and bracing or the use of excavation boxes shall follow the most current CWD and OSHA safety standards, and are required where excavation depths are 5′ or greater. The cost of furnishing and installing sheeting and bracing and the removal thereof and the furnishing and use of excavation box(es) shall be deemed to be included in the Unit Bid Price for the base work performed.

N. The Contractor shall protect and maintain all excavations in good order during the construction, so as not to hinder or injure the pipe laying, pipe connections, vault construction, or other work. The Contractor shall take all reasonable precautions to prevent movement of the sides of excavations and shall remove at their own expense any material sliding into the excavation. The Contractor shall satisfactorily replace and repair damaged excavations at their own expense.

O. Prior to backfill of excavation, Contractor shall coordinate with CWD RPR for inspection and verification of materials installed, and to witness flushing/testing of new service line in accordance with C-31, Testing and Flushing.

P. No excavations are to remain open or unattended unless secured.

1. Unless otherwise directed by the City, all unfinished Work shall be plated and secured. Where excavations are plated and secured, access and/or traffic must be maintained during non-working hours. The Contractor shall cover such openings with anchored, wedged and/or ramped steel plates to maintain traffic as required. The steel decking shall

be designed for anticipated heavy truck loading. Signage shall be placed to provide advanced warning to vehicular and pedestrian traffic. The City reserves the right to require steel plates and excavations be barricaded until street restoration is complete.

2. The City reserves the right to allow ODOT 304.2 or other City-approved material to be left to grade at a specific address for a specified amount of time. Under no circumstances should an excavation be left so the surface is below the existing street grade. Signage shall be placed to provide advanced warning to vehicular and pedestrian traffic. The City reserves the right to have these excavations barricaded until street restoration is complete.

Q. During non-working hours, all equipment and material shall be out of roadway unless permission has been granted by the City to leave equipment at a specific location.

R. All surplus material and other material that the City may deem unfit for use as backfill including but not limited to asphalt, bricks, concrete, slag, mill/foundry gravel and other excavated material shall be disposed of by the Contractor in an appropriate way so as to give a minimum inconvenience to the public. The Contractor shall not temporarily deposit spoils at any other site, including vacant properties, even if the property owner should agree. In the storing of excavated material, which is to be used as backfill, the Contractor shall exercise care so as to avoid inconveniencing the public. When so directed by the City, the Contractor shall immediately remove all excavated materials from the site and dispose of the same.

S. Any material that may spill or drip from vehicles by hauling in the streets shall be removed and the streets cleaned by the Contractor in a timely manner, to the satisfaction of the City or the proper officials of the community in which the Work is being done.

T. In case of settlement after backfill, the Contractor shall supply material of sufficient type and quantity, at their expense, satisfactory to the City, sufficiently compacted, to correct the defective work.

U. The Contractor shall assume all responsibility for any added expense or other liability which may arise by means of quicksand, obstacles or conditions, foreseen and/or unforeseen encountered in the Work, including damaging existing utilities in the work area, including but not limited to, sewer, electrical, telephone, poles, etc. Digging by hand is a preferred method if there are other utilities in the area.

V. The Contractor cannot claim additional compensation in the event bucket trucks, hydro excavators, vac trucks, pole hold trucks, or other heavy equipment are needed to complete the Work. The use of a hydro excavator (i.e. vac truck) is at the Contractor's convenience and a form of equipment that is often used on a daily basis as part of a baseline bid item.

## C-24 TRENCHLESS WATER LINE INSTALLATION

This Section specifies trenchless installation of potable water service lines between the water main, curb stop, meter setting, building, or other designated connection points. Permitted trenchless installation methods include:

1. Pneumatic piercing or moling.

2. Horizontal boring.
3. Horizontal directional drilling.
4. Push installation.
5. Pull installation.
6. Replacement utilizing the existing service line or existing service-line alignment as a pulling path.
7. Other trenchless methods approved by the City.

A. Contractor shall furnish labor, equipment, materials, excavation, access pits, receiving pits, temporary works, utility locating, installation, connection, testing, flushing, backfilling, restoration, and incidental work necessary for a complete water service installation.

B. Contractor Personnel. Trenchless work will be performed using personnel experienced with the equipment and installation method employed.

1. Select equipment appropriate for service-line material and diameter, installation length, soil conditions, available work area, required depth, utility congestion, surface features, structures, and required alignment.

2. Maintain trenchless equipment in proper operating condition.

C. Submittals. Contractor shall submit information in accordance with C-9, Submittals, including the following:

1. Description of the proposed trenchless installation method.
2. Proposed method and type of equipment, including manufacturer and model of major trenchless equipment.
3. Proposed pipe material and size.
4. Proposed pulling head or connection arrangement.
5. Pipe manufacturer information for allowable pulling force and minimum bending radius.
6. Proposed drilling fluid, if horizontal directional drilling is used.
7. Proposed method for controlling line and grade and protecting existing utilities.

D. Copper Tubing Installation. Provide tubing suitable for installation without exceeding applicable bending limitations. Contractor shall not install tubing exhibiting kinks, flattening, gouges, splits, excessive deformation, or other physical damage.

E. Use pulling heads, grips, swivels, connectors, and related equipment compatible with the service pipe. Pulling devices shall transfer installation force without crushing, cutting, excessively deforming, or otherwise damaging the service pipe. Contractor shall seal the leading end of new service pipe during installation to prevent entry of soil, drilling fluid, groundwater, debris, and contaminants.

F. Drilling Fluid, if applicable. Where drilling fluid is required, provide fluid appropriate for the equipment, soil conditions, and proposed installation. Prevent uncontrolled discharge of drilling fluid to streets, drainage systems, waterways, private property, and other unacceptable locations.

G. Examination and Preparation. Contractor shall examine the proposed service alignment and connection points before beginning installation. Contractor shall confirm that the selected method can reasonably complete the Work without unacceptable risk to utilities, water mains, sewers, foundations, pavements, retaining walls, trees, and other improvements.

H. Access and Receiving Excavations. Establish the proposed alignment, required cover, access locations, and receiving locations before advancing trenchless equipment.

1. Construct access and receiving excavations of sufficient dimensions to safely operate equipment, establish alignment, make connections, observe the installation, and prevent excessive pipe bending or deformation.
2. Locate excavations to minimize surface disturbance while providing adequate control of the trenchless operation.
3. Protect excavations and surrounding improvements throughout the Work.

I. Utility Protection – Contractor shall determine the location of underground utilities within and adjacent to the proposed installation path. Where utility elevation or position cannot be reliably determined and a conflict could occur, expose the utility before advancing trenchless equipment through the potential conflict area.

1. Maintain clearances required by the Contract Documents and utility owners.
2. Do not intentionally intersect, penetrate, displace, or disturb an existing utility.
3. Stop installation immediately if movement, loss of ground, unexpected resistance, deviation, or other conditions indicate a potential utility conflict.

J. Push and Pull Installation

Pipe may be pushed or pulled through a prepared bore, existing service opening, or other approved pathway. Installation force shall be applied uniformly without damaging the pipe. Do not exceed the pipe manufacturer allowable tensile load, compressive load, or minimum bending radius. Do not hammer, buckle, excessively bend, or otherwise force service pipe through an obstruction. Stop pushing or pulling when increased resistance indicates an obstruction or potential pipe damage. Remove damaged pipe before making a permanent connection.

K. Existing Service Used for Pulling

An existing service line may be used to assist installation where conditions permit. Before pulling, the Contractor shall disconnect the existing service from the active potable-water system as necessary and verify the known termination points of the existing service. Contractor shall evaluate accessible portions for fittings, offsets, repairs, changes in material, and other conditions that could interfere with pulling.

Contractor must provide access at appropriate connection points. Contractor shall attach the replacement pipe using a device capable of transferring the required force without damaging the new service.

It is imperative that the Contractor prevent soil and debris from entering the new service during pulling. If the existing service breaks, separates, becomes lodged, or cannot be used as intended, stop pulling and complete installation by another approved method. Contractor may not leave a damaged replacement service in place.

L. Obstructions and Failed Installation

Contractor shall stop work when an unexpected obstruction, subsurface condition, or utility conflict makes continued trenchless installation unsafe or could damage the service pipe. As necessary, Contractor shall alter the trenchless method, relocate an access excavation, provide an intermediate excavation, or complete the affected portion by open cut. Do not repeatedly advance trenchless equipment against a known obstruction.

Contractor is responsible to repair settlement, heaving, pavement displacement, utility damage, and other damage resulting from trenchless operations. Contractor shall fill abandoned boreholes and significant voids where necessary to prevent settlement or soil migration.

M. Inspection

The service pipe shall be inspected before installation, and accessible portions shall be inspected immediately after installation. Prior to backfill of excavation pits, Contractor shall coordinate with CWD RPR for inspection and verification of materials installed, and to witness flushing/testing of new service line in accordance with C-31, Testing and Flushing.

Do not conceal permanent connection locations until required inspection is complete.

N. Damage

Contractor shall remove and replace pipe displaying kinks, splits, cuts, severe abrasion, gouging, excessive flattening, buckling, or other damage affecting structural or pressure integrity. Contractor is responsible for repair or replacement of service piping damaged by installation operations.

Do not straighten and reuse severely kinked or structurally damaged service tubing. No additional payment will be made solely because the Contractor's initially selected trenchless method is unsuccessful.

## C-25 INVESTIGATIONS

A. Investigation: Active Curb Stop Locating, Assessing, Operating & Material Identification

1. The Contractor shall determine the active service connection at an address. In some cases, curb stops may need to be verified for a particular property, which will require the Contractor to perform a test shut to ensure that the proper connection is being excavated.

Methods such as tracing the connection shall be used to verify the correct connection is being investigated for the assigned address. Contractors will not be paid for investigating connection material that does not control the water service at the assigned address. When an active connection at a corner lot does not come off a water main on a street assigned for cluster LSLR work, the Contractor shall contact the City for guidance.

2. If an active connection is in concrete, such as driveway, apron, or sidewalk, or in/near a tree (see C-23-G, Open-Cut Excavation), the Contractor shall contact the City for how to proceed with material investigation.
3. If an active connection is in the tree lawn/yard, the Contractor shall excavate around the curb stop, taking care to preserve the curb box, to reuse when possible. The Contractor shall expose the service line material a minimum of 18-inches in each direction for both the City-owned and Customer-owned portions of the service line to determine the pipe material on both sides of the curb stop. If the exposed material appears to include a repair, is not one continuous piece, has fittings, or if the pipe material does not run perpendicular between the water main and the structure, then the investigation shall be extended. If a fitting(s) causes the pipe to run in a direction other than perpendicular between the home/building and the water main, or if a fitting(s) causes the service connection to change elevations, the Contractor shall trace the connection to find where the service line runs perpendicular and/or the elevation change is minimized. The service line material shall then also be identified at any and all of these locations.
4. The Contractor may be required to validate pipe material at additional and/or alternative locations, as directed by the City.
5. The Contractor shall document with color images in Cityworks the type of service line material and the orientation of the service line ownership using physical labels that are placed in the investigation excavations beside the pipes, ensuring both the pipe material and labels are clearly visible in images.
6. When all requirements above are met and the service line material is identified as LSL or GRR, then the Contractor will be paid for an Investigation WO and the requirements in this section for service line replacement shall be followed.
7. When the service line material is identified as CopperX2, the Contractor shall be paid for an Investigation WO after the following conditions are met:

   (i) The curb stop shall be tested to ensure it is operable. If the curb stop is identified as inoperable or leaking, the Contractor shall notify the City and replace the curb stop. If LSL or GRR is found the curb stop does not need to be operated, as it will be replaced during future work.

   (ii) Then, a curb box shall be properly reset, using the original curb box or a new curb box as directed by the City. A curb box shall be reused when it is not disturbed during the service material investigation, and/or when the top is to grade, which is defined as no more than 4" below the soil surface, and/or when the curb box can be adjusted so that it is to grade. If a curb stop cannot be operated with a curb key through the curb box because the box is no longer straight, then the curb box shall be replaced.

The excavation shall be backfilled within seven calendar days of CopperX2 identification and the site shall be restored following all requirements outlined in this document.

## C-26 SERVICE CONNECTION WORK

Water service line material shall be identified, and lead connections and/or GRR connections shall be located, plugged and replaced with copper or other material as Assigned. Assigned Work is defined as a Bid Item directed by the City to be performed. Performance of work under this item shall be performed in accordance with applicable sections of this document.

All lead and GRR connections shall be replaced with new copper tubing or other City approved material, of a diameter as selected by the City (see C-8-F.4, City-side Service Line Replacement Materials and C-8-F.5, Customer-side Service Line Replacement Materials).

- When City-owned material and Customer-owned material both need to be replaced, all Work shall be completed at the same time unless otherwise directed by the City.
- When a Customer-owned connection is lead or GRR, unless otherwise directed by the City, Contractors shall not disturb any part of the service line unless all required authorizations are in place to replace the Customer-owned portion of the service line at the same time.

In all cases, Contractors shall perform work in a manner to minimize the customer's time without water. Most connections can be replaced in a manner that leaves the customer without water for less than one hour. Unless written permission (email or Cityworks) is granted by the City, the Contractor is prohibited from cutting the old LSL until the new tap and copper service line Work is ready to tie in to the new or existing curb stop and/or new or existing main shutoff valve.

All lead pipe connected to the water system and/or customer plumbing must be cut using PVC pipe cutters resulting in a clean smooth cut. Under no circumstances shall hammering, sawing, pulling, twisting, or swiveling be used to break joints, fittings or other components connected to lead or lead pipe. The use of hacksaws, rotary saws, reciprocating saws or any other method that may generate particulate lead or brass is prohibited.

If a property is to be without water service or without any other utility as a result of the Work, the occupant(s) in the home/business shall be notified in advance when possible. The cost of restoring utility connections, including exploratory excavations and material required therefore, shall be deemed to be included in this item. Incidental to the contract, the Contractor shall be required to maintain trash refuse and recycling service to the residents on the streets and to any other properties affected by the work.

For all assigned addresses, the Contractor shall make use of all existing records and equipment to locate the curb box(es) and service connection(s) at the specified address. Upon arriving at an address, if the site appears that connection investigation and/or replacement work has been completed, the Contractor shall call CWD for further direction. This situation may occur when a duplicate WO was created or when emergency repair/replacement work takes place between LSLR address selection and the Contractor starting Work at an assigned address. Evidence of investigation or replacement work includes disturbed soil surface, missing grass, sunken tree lawn/yard, steel plate, new asphalt or concrete patch, new concrete curbs, sidewalks, aprons, etc., and/or the presence of flowable fill, etc. Contractors will not be paid for investigations or time when there is evidence that Work was previously completed by CWD and/or Contractors and these steps were not followed.

In all cases, curb stops shall be left in the position that they were found (i.e. on or off) after all investigation, repair, or replacement Work is complete unless otherwise directed by the City. Curb stops found in a position other than fully on shall be documented with comments and photos in Cityworks, left in the off position, and CWD designated staff shall be immediately notified (in person, phone call or text).

New/replacement water service connections are to be installed a minimum of 5-½' deep, unless otherwise directed by the City. For connections, when possible a 1' vertical and 5' horizontal clearance from other utilities and facilities shall be maintained at all times. The Contractor shall assume each property has gas, electric, water, sewer (sanitary and storm), telephone and cable utility connections. These utility connections may or may not be shown on drawings and if shown their accuracy is not guaranteed. The Contractor shall include in the bid the cost to brace and maintain all utility services to the properties and to relocate and restore utility services where necessary. The Contractor shall verify the existence and location of all utilities, duct banks, and utility connections before installation of water service connections.

Whenever possible, the new service connection shall be pushed, pulled, bored, or "moled" between the home/building and the excavation at the curb stop to minimize property disturbance in accordance with C-24, Trenchless Water Line Installation.

The Contractor shall protect the trees, shrubbery and tree lawns/yards that are outside the Work area. If the Contractor causes damage outside the Work area, the Contractor shall mend, remove or replace trees, shrubbery and tree lawns/yards at their expense as directed by the City. The removal of tree stumps encountered in an excavation shall be at the expense of the Contractor and shall be deemed to be included in the Bid Items for Investigation and/or Replacement. If a dead tree is present, the Contractor shall contact the City for direction.

The City may assign any part of LSLR Work as a standalone item or in conjunction with other Work in the Bid – Schedule of Items. All Investigation and LSLR replacement Work in the Bid – Schedule of Items, includes all backfilling (see C-32, Backfill), the furnishing of suitable material for all backfill; the regrading of grounds; the replacing of surface and subsurface structures; the placing and maintaining of temporary sidewalks; the placing and the removal and replacement of culverts/drainage pipes including curb drains; the removal and replacement of fences; the removal and replacement of guardrails; restoration of tree lawns/yards as assigned; permanent replacement/restoration of sidewalks/pavements; and all appurtenant work incidental thereto.

The movement and use of machinery, tools and equipment and the handling of materials and conduct of the Work shall be such as to avoid and eliminate unnecessary noise, dirt and dust.

A. City-owned Service Connection Replacement (Short-side and Long-side) (Schedule of Items #2 and #3)

    1. When the City-owned Service Line Material is lead or in need of replacement, the Contractor shall replace the connection.
    2. For connections 1" and smaller, replacement shall be done by installing a strap saddle, indirectly re-tapping the main, and installing a new corporation stop (i.e. no threads cut

into the new water main), then installing new copper pipe and a new curb stop, or performed as directed by the City.

(i) The Contractor shall furnish and have available a tapping machine for making up to 1" taps on site. The tap shall be made by the Contractor under the direction of the City following CWD standards.

(ii) New taps shall be at least 18" away from all other taps (new or lead that will be/are plugged) and at least 18" away from the bell of the pipe unless approved by the City.

(iii) New taps shall be made at 10-o'clock or 2-o'clock position on the side of the main nearest the property being served unless otherwise approved by the City. (See STD-L01 and STD-L02).

(iv) The City-owned copper connection shall be installed as a continuous, single piece without joints or splices.

(v) The Contractor shall plug the connection at the water main and abandon service connections when they are found to be lead, as directed by the City. Service connections 1" and smaller may require the Contractor to: (1) plug the connection using a repair clamp (See C-29, Plugging a Connection Using a Repair Clamp), or (2) shut off the Corporation Stop.

3. If a connection larger than 1" is required, it shall be made by the Contractor after approval by the City. A connection larger than 1" may be needed to match city-owned service line inside diameter to customer-owned service line inside diameter. A connection larger than 1" may be needed when two or more city-owned service connections of 1" ID or smaller size are found feeding the customer-owned connection larger than 1" (i.e. a multi-tap). When either scenario occurs the Contractor shall:

   (i) Cut out a minimum of 3 feet of water main and install a tee of the appropriate size to match the water main diameter and connection.

   (ii) Install a tap valve directly after the tee then run a continuous piece of copper to the curb valve.

   (iii) Ensure the tap valve is operational.

   (iv) Notify the City so the work can be inspected prior to the tap valve box being installed.

   (v) Install a valve box so the tap valve can be accessed.

4. In every excavation that exposes a lead pipe, the Contractor shall cut at least 2" of lead out of the old service line so that it can never be used for water service again. For the excavation above the water main, the cut shall be made with the goal of having undisturbed soil between the water main and the cut. Lead shall be abandoned in-place unless otherwise directed by the City. If any lead material is removed by the Contractor in the course of their method of service line replacement, all OSHA and EPA guidelines and standards should be followed to properly recycle and/or dispose of the material.

5. When the water main is exposed, when directed by the City, install or allow to be installed a High Potential Magnesium Anode on the main per CWD's direction.

6. The Contractor shall backfill all excavations made during the Work following C-32, Backfill. Where a vault is involved and being taken out of service, the ring & cover and top three layers of bricks shall be removed and the vault backfilled.
7. The Contractor shall install permanent paving (concrete and asphalt), and curbs, sidewalks, and driveways/aprons following C-33, Permanent Road Paving, Curbs, Sidewalks and Driveway Restoration.
8. When all requirements above are met along with the requirements in C-26-C, for Customer-owned Service Connection Work, and the requirements in C-31, Testing and Flushing, a curb box shall be properly reset, using the original curb box or a new curb box as directed by the City. Then the site shall be restored following all requirements outlined in this document.

B. Customer-owned Service Connection Replacement (Schedule of Items #4)

1. When the Customer-owned service line material is identified as lead or GRR, the City shall contact the property owner to obtain necessary authorizations for the Work to be performed. The City may schedule the service line replacement date or may assign to the Contractor the responsibility of scheduling. When Work is scheduled by the City, the Contractor must make themselves available to perform the Work on the Assigned date.
2. Customer-owned Service Connection Work means that all lead and GRR connection material from the curb stop to the main shutoff valve in the building will be replaced with a new copper service connection and the plumbing will be made whole. This replacement shall follow C-26-B-4, C-26-B-6 and C-26-B-7. The work includes but is not limited to cutting and removal of existing plumbing; placing and connecting of associated copper pipe, adapters, fittings and couplings; furnishing and installing all valves, couplings and bushings required to connect a new or reconnect an existing water meter to the pipe on both sides of the meter. When a grounding wire or meter jump wire exists on the service line being replaced, the Contractor shall reinstall/reconnect.
   (i) If the service connection or home plumbing is found to be energized, the Contractor shall notify CWD for direction. In most cases, Work at that address will not be able to resume until the property owner has sought the services of a certified electrician to correct the issue(s) and ensure the home is properly grounded.
3. When less than or equal to 100-feet long, the Customer-owned connection shall be installed as a continuous, single piece without joints or splices. Piping material shall be Type K copper tubing unless otherwise directed in writing by the City. No intermediate joints shall be permitted between curb stop and the main shutoff valve, unless approved by the City. The new service line shall enter the building through the basement floor 6" to 12" away from the basement wall, or through the basement wall about 8" to 12" above the floor (i.e. above the footer), or as directed by the City (See STD-L03 and STD-L04).
4. The Contractor shall install a new curb stop, and a new main shutoff valve inside the home or building nearest to the point of entry or most accessible location and connect back into existing plumbing.
   (i) When the City-owned portion of the service line is also lead, only one new curb stop shall be used.

(ii) All connections to premise plumbing must be made with City-approved flared angle main shutoff valve, unless an exception is approved by the City due to the arrangement of a customer's meter and premise plumbing. When the Contractor provides materials, they must supply a flared main shutoff valve conforming to NSF 61 Safe Drinking Water Standards from the list of approved manufacturers, or approved equal, using products that meet federal and state requirements for origin of production.

5. Meters shall be reset as directed by the city each time a customer-owned connection is replaced.

   (i) When a Customer-owned service line needs to be relocated and/or when a meter is to be moved and/or reset inside a home/building:

      a. All plumbing work inside the house should meet current Ohio Plumbing Code.

      b. Piping material after the main shutoff valve shall be Type L or M copper tubing with an inside diameter to match that of the customer's existing plumbing.

      c. The meter shall be moved so it is within 18" of where the service connection enters the building.

      d. A main shutoff valve shall be installed before the meter and a shutoff valve shall be installed after the meter so that the meter can be isolated.

6. All excavations and restoration of walls & foundations shall be included under this item. Foundation floors and walls where the lead/GRR service line was removed and where the new copper service enters the building shall be made watertight using hydraulic cement as manufactured by Quikrete, UGL Drylok, or an Engineer approved equal, or hydraulic sealant such as Quikrete Polymer Concrete Crack Sealant, Loctite Tite Foam Gaps and Cracks sealant, or an Engineer approved equal. The Contractor shall follow manufacturer's recommendations for installation, including size of gap to be sealed, substrate and surface preparation.

7. When all requirements above are met along with the requirements in C-31, Testing and Flushing, a curb box shall be properly reset, using the original curb box or a new curb box as directed by the City. Then the site shall be restored following all requirements outlined in this document.

C. Paired Connection - Plug and Replace / Plug (Schedule of Items #5 and #6)

It is the City's intent to have all exposed LSLs replaced. A paired connection is when two or more service connections tap into the main so that one excavation exposes more than one connection.

Prior to street excavation, Cityworks data shall be reviewed to determine if two or more connections can be removed with one street excavation and if so, attempts shall be made to include multiple connection(s) in the one street excavation.

If a paired connection(s) is exposed during the excavation of the water main, the material type(s) shall be recorded in Cityworks for the appropriate property address. When more than

one connection in a street excavation is also lead, it will be assigned to the Contractor to address in one of the following ways as directed by the City.

1. Paired Connection Plug and Replace (SOI #5) – When active paired connections are in the same street excavation, replacing all exposed connections and plugging the old connections shall occur as follows:
   (i) Prior to working on the paired connection, check Cityworks/the City GIS/online map viewer to see if the Customer-owned service line material has been verified. If the Customer-owned is verified as copper, go to Step (iii).
   (ii) If the Customer-owned material is unknown, the Contractor working with the City shall attempt to make contact with the customer to see if the Customer-owned material can be verified on site. If contact cannot be made with the customer, investigate the opposite side curb stop to verify material type.
   (iii) If only City-owned LSL material exists, complete all replacements following requirements in C-26-B-2(v) and C-29.
   (iv) If any of the connections have Customer-owned lead, schedule all replacement Work on the same day, unless otherwise directed by the City.
2. Paired Connection Plug (SOI #6) – When a paired lead connection goes to a vacant lot or the connection is not active as determined by CWD, it will be assigned to the Contractor to be plugged. This shall be done as specified in C-23-B-2.

D. After all service connection investigation and replacement Work is complete, Backfill shall be completed as described in C-32, Backfill. Topsoil shall be placed in accordance with C-34, Tree Lawn/Yard Restoration as assigned.

E. As directed by the City, the Contractor shall provide customer communication materials (door notices, factsheets, flyers, etc.), filter kits, water sample kits, etc. provided by the City. A job shall not be considered complete until all Cityworks and customer communication compliance tasks are performed.

## C-27 TEMPORARY SERVICE CONNECTIONS

The Contractor shall install temporary service connections as directed by the City, and only when written permission (Cityworks or email) is granted by the City. All items used by the Contractor to make these connections must conform to NSF 61 Safe Drinking Water Standards.

A. The Contractor shall furnish all necessary labor, tools, material and equipment for temporary service connections when directed by the City. The Contractor shall provide, install and remove temporary connections to all premises and services in a manner such that water service continues uninterrupted. The temporary service connections shall not obstruct any streets, sidewalks, or driveways.

B. The temporary service connection and appurtenances furnished shall be clean and in such condition that they may be tested, flushed, subjected to, and produce satisfactory water sample(s) as required by the City. The hose(s) must be capped on both ends or screwed together from the time they were sanitized until the time they are installed. The Contractor shall

flush the hose from the water source for a minimum of 30 minutes prior to the City collecting and analyzing a water sample(s). The Contractor shall remain on site while the temporary service connection is flushed and until sample(s) taken by the City show satisfactory water. The Contractor shall remain on site until they are able to complete the bypass. The Contractor shall not connect the hose to the home receiving water unless someone is present in the home/building to ensure the home has water and no damage related to the bypass water connection is occurring. All connecting and reconnecting of service connections shall be made by the Contractor under the supervision of the City.

C. Contractor shall make any shuts necessary at curb stop, main shutoff valve and/or meter. The Contractor shall clear the service connections using internal valves. The Contractor shall not be paid any extra allowance if required to shut a connection within a building or clear service connections using internal plumbing. All such costs shall be included in the Bid.

D. The Contractor shall take all precautions necessary to prevent damages and maintain temporary service connections when freezing water is possible. The Contractor shall ensure that no temporary connections freeze up, and that no ice forms on roadways, sidewalks or other access areas.

E. Where in the course of installing or removing temporary service connections any portion of the permanent service connection is disturbed or damaged, it shall be repaired or replaced by the Contractor. The Contractor shall notify the City in ample time to assess the extent of work required and inspect the repair or replacement to avoid unnecessary delay in restoring the service connection. The Contractor shall furnish all necessary labor, materials, tools and equipment and shall do all excavating, backfilling and repaving as may be required. The City will make no specific or separate payment or allowance for such work.

F. Use of the temporary service connection must be documented in Cityworks with comments and photos including:

1. Reason the use of a temporary service connection is requested
2. Name of CWD staff who approved use of temporary service connection
3. Photos of the hose to ensure NSF 61 compliance
4. Comments and photos of how the water source is being used and how it is being connected to the receiving customer home
5. Comments and photos of how the connection was restored after the temporary service connection was removed

## C-28 PIPE REPAIRS AND WORKMANSHIP

It is not expected or anticipated that the Contractor will need to repair a water main break outside of their excavation. Should pipe failure occur in or adjacent to an excavation, it shall immediately be reported to the City. Contractors shall be expected to repair the water main within their excavation. If a leak causes the excavation to expand, the City may require the Contractor to repair the main as it is now within their excavation. All Contractors working on water main repairs,

aside from plugging a connection, shall perform the repairs as specified herein. For example, when there is a split or hole on the water main and a section of pipe needs cut out and replaced, Allowance/Force Account Work (SOI #14) shall be used to pay for the work. No additional payment will be made when a clamp is required to plug a connection. For example, if the connection is a ferrule or the corporation blows out after it is turned off and severed, no additional payment will be made for labor.

The City shall determine the method for all water main repairs. When the water main repair is completed, the repair shall be tested using normal static pressure available in the area. All leaks in the repaired portion must be corrected by and at the expense of the Contractor before backfilling. In disputes over workmanship, the decisions of the City will be final.

## C-29 PLUGGING A CONNECTION USING A REPAIR CLAMP

When directed by the City, the Contractor will be required to install a repair clamp along the water main. The following are examples of when a repair clamp may be needed and how it shall be installed:

1. Plugging a ferrule connection will require a repair clamp as it cannot be closed.
2. When a corporation attached to a lead service line is pulled out of the main and there are no threads left to screw the old corporation back into the main, a repair clamp shall be used to cover the hole.
3. If a 3/4" copper connection is pulled, a repair clamp with a 1" connection outlet shall be used. A 1" by 3/4" AWWA reducing bushing shall be used with a new 3/4" corporation to repair the connection.
4. If a 1" copper connection is pulled, a repair clamp with a 1" connection outlet and a new 1" corporation shall be used to repair the connection.

If in the City's opinion, a repair clamp can be installed without shutting down the main, the Contractor shall install the repair clamp while the main is live. Otherwise, the Contractor must shut down the portion of water main to isolate the repair under the supervision of the City.

## C-30 UTILITY REPAIR

The Contractor is responsible for all repairs to onsite utilities, including sanitary and storm sewers and laterals, curb drains, sprinkler systems, and underground cables damaged by the Contractor. In excavations that were marked in accordance with OUPS requirements and/or mapped in Cityworks, the Contractor shall be responsible for the labor and material required to make the repair. There is a high likelihood that the Contractor will encounter unmarked sewer laterals and other unmarked utilities during the course of the Work. Reasonable care shall be taken when proceeding with any excavation. When reasonable care has been taken, unmarked sewers damaged by the Contractor shall be repaired at a cost paid for by the City. The sewer shall be repaired with community approved sewer pipe and couplings. Curb drains will generally never be marked by OUPS and should be assumed to exist.

## C-31 TESTING AND FLUSHING

All repairs and replacements shall be made in such a manner as to leave all joints watertight. The following testing and flushing steps shall be followed unless otherwise directed by CWD.

A. After connecting the corporation stop to the city-owned copper, and before connecting the new curb stop to the customer-owned service, the city-owned service line shall be flushed to ensure that the water runs visually clear and all dirt and foreign matter is flushed out.

B. Before backfill is placed, all piping shall be tested under the full pressure available in the local water mains applicable to the Work assigned. The test will be maintained for a minimum of 5 minutes to allow for a thorough examination for leakage. The joints shall be made absolutely tight under pressure, and any leakage shall be corrected by the Contractor and the piping retested before any backfill is placed.

C. While this is occurring, the Contractor shall sound the connection to ensure there are no audible leaks on the connection. If there is sound indicating a customer-owned service line or premise plumbing leak, the curb stop shall be turned to the off position and documented in Cityworks. Attempts shall be made to contact the customer and CWD shall be notified for further direction.

D. When possible, replaced connection(s) shall be flushed by the Contractor with cold water at an outside hose bib for at least 15 minutes at the start of the full house flush process performed by the customer. If an outside hose bib is not available, then the customer should be asked to flush at a basement faucet without an aerator screen or at a bathtub faucet (not a shower) on the lowest floor of the home. The customer should be advised to continue following the City's flushing instructions. The Contractor shall assist the property owner when asked by the City to assist the customer in following flushing instructions.

    1. The Contractor shall take care to ensure that water flowing out of a hose bib is directed away from foundation walls and does not cause flooding, ponding, pooling, or erosion of soil surfaces.
    2. During winter months, the Contractor shall ensure the water does not flow to a location that would cause icing of sidewalks, steps, driveways or roadways.
    3. Flushing may occur while the Contractor is backfilling and restoring the Work site.

E. If for any reason a bacteriological sample is required, the sample will be taken by the City at no expense to the Contractor. Chlorine tests are also performed after repairs at no expense to the Contractor.

## C-32 BACKFILL

All backfilling shall be accomplished following the methods described within this document, unless otherwise directed by the City. In all cases, including tree lawns and yards, care and attention shall be given to placing fill in layers and compacting by hand or mechanical tamping.

The community alone shall determine which type of backfill will be used for each excavation. The Contractor shall assume use of non-premium backfill for all excavations unless premium backfill is directed and approved by the City in advance.

A. NON-PREMIUM BACKFILL

1. Sand Bedding

   Sand bedding shall be placed around all active exposed service line connection material and water appurtenances. Whenever possible, a minimum of 3" of bedding and 2' of cover of sand will be required around water service connections. Adequate backfill shall be carefully placed under and around the pipe up to the spring line and hand compacted. The Contractor must use special care in placing this portion of sand bedding, to avoid injuring the copper tubing. The sand bedding shall be hand tamped in thin layers of 2" on each side of the pipe. After the 2' sand bedding has been satisfactorily compacted and documented with photos in the WO, then work may proceed in placing the remaining fill as described in this section taking all precautions necessary to eliminate future settlement.

2. Native Soil or Granular Backfill in Tree Lawns/Yards

   After the required sand bedding, and in accordance with requirements found in C-34 Tree lawn/yard Restoration, backfill in tree lawns/yards may be done by the Granular Backfill as described in C-32-A-3, or with native soil excavated from that tree lawn/yard. Native soil shall not be frozen and shall be free from asphalt, bricks, concrete, slag, mill/foundry gravel and other debris. Native soil may be left 12" to 18" above grade to allow for settling until tree lawn/yard restoration occurs. When settling occurs prior to tree lawn/yard restoration, the Contractor shall return and add additional soil as directed by the City. Flowable Fill shall only be used for tree lawn/yard excavations when permission has been granted by the City and shall be documented with comments and photos in the WO.

3. Granular Backfill

   When the City determines pavement areas are to be backfilled under the Granular Backfill Method, limestone graded as per ODOT 411 or #2 shall be used. The backfill material shall consist of uncoated particles of clean, sound, durable rock in angular pieces. It shall not contain more than 10% by weight of loam and clay, and all material must be capable of being passed through a 3/4" sieve. Not more than 5% shall remain on a #4 sieve. The Contractor shall provide all backfill material at its expense including the removal of unsuitable fill.

4. Non-Premium Backfill Placement

   Backfill shall be placed in lifts of 2' and compacted by approved compaction equipment. Puddling or ponding shall not be used as compaction methods. All backfill must meet the standard of 95% compaction as measured by Standard Proctor Compaction Test and other testing requirements listed in C-49, Material Testing.

B. PREMIUM BACKFILL

1. Flowable Fill (Controlled-Low Strength Mortar Backfill)

   When directed by the City, pavement areas are to be backfilled using Flowable Fill. Certificates of Compliance for the Flowable Fill shall be submitted demonstrating compliance with the mix design specified. Certificates older than one year will not be accepted. Certificates must contain the name of supplier, date, contract number and mix

design data on the delivery tickets. Delivery tickets must be attached in Cityworks on the corresponding WO where flowable fill was used.

Flowable Fill, also called Controlled Low-Strength Mortar Backfill (CLSM), shall conform to the requirements stated herein:

(i) Cement – all cement shall be ASTM C-150 Type I.

(ii) No Fly Ash will be permitted.

(iii) Fine Aggregate:

a. This material shall conform to Ohio Department of Transportation Specification 703.03 (Ohio Department of Transportation Specifications Book 1/1/02, Fine Aggregate for Mortar or Grout).

b. The fine aggregate shall be natural sand or sand manufactured from stone only. No sand manufactured from air-cooled blast-furnace slag is permitted. No spent foundry sand or core sand will be permitted.

(iv) Performance Enhancing Admixture.

a. An air-entraining admixture shall be incorporated in the mix that will have the effect of lowering the wet density to between 95 and 105 lbs. per cubic foot. The entrained air content for this mix shall be 30% to eliminate excessive bleed water and segregation. Compressive strengths of between 50 psi to 80 psi at 28 days will be required to allow further excavation by machine or hand digging.

(v) Submittals – Contractor shall submit to the City for approval, in accordance with C-9, Submittals, the necessary testing and documentation to demonstrate the materials meet the criteria in this specification.

Approved Admixtures:

| **Flowable Fill Mixtures** | |
|---|---|
| **Manufacturer** | **Product Name** |
| Master Builders | Rheofill |
| Axim | Flow Air |
| W.R. Grace | DaraFill |
| Or approved equal | |

2. Premium Backfill Placement:

(i) Adequately support, shore up, or otherwise protect underground utilities whenever exposed in the excavations. Extend supports a minimum of 12" on each side of excavations. Band or tie utilities to bridges for its full length. Where bridging cannot be supported by a firm foundation, provide vertical support, including any lateral

bracing necessary to provide firm support. Use hardwood for timber supports and bracing, a minimum of 6" square.

(ii) Maintain adequate clearance between the cutting edge of excavating equipment and the underground utility to avoid damage to utility.

(iii) Place sand bedding material in 2' layers, loose measurements, and compact by hand or mechanical tamping to not less than 95% of maximum density as determined in accordance with ASTM D698 (Standard Proctor).

(iv) Carefully place and tamp sand so as not to damage or displace joints or pipe. Do not drop material directly on pipe.

(v) Sand layers shall be added until 2' below the road base.

(vi) Block cracks or other openings in adjacent exposed utilities to prevent entrance of flowable fill. Seal or tape joints of water box extensions to prevent entrance of flowable fill.

(vii) Discharge the flowable fill material from the mixer and bring up uniformly to the existing pavement subgrade for normal-set mix or to the existing pavement surface for fast-set mix.

(viii) For work extending beyond the edge of pavement, backfill any portion of the excavation within any area exposed below a line drawn at 45 degrees to the horizontal from the surface at the edge of pavement or back of curb and above the horizontal plane of the pipe embedment material with flowable fill.

(ix) Place steel plates over the repair area for a minimum of 12 hours for the normal-set mixture or a minimum of four hours for the fast-set mix. Prior to placing the steel plates over the fast-set mix, sprinkle sand on the surface of the freshly placed flowable fill. All steel plates used to cover flowable filled excavations shall be ramped with cold patch and pinned.

(x) For a normal-set mix repair, remove the steel plates after a minimum of 12 hours curing time, cut and remove existing pavement to the benching limits and make permanent pavement repair replacement in accordance with City standards.

(xi) For fast-set mix repair, remove the steel plates after a minimum of four hours curing time and restore the normal traffic patterns. The flowable fill in the repair area can then be removed at a later date to receive the permanent pavement repair per the City standards.

(xii) When flowable fill is used to fill the excavation to the existing pavement grade, the steel plates can be removed after the proper curing period and normal traffic flow can be restored for a short period, but the permanent pavement replacement must occur no later than 72 hours after the completion of the curing period, unless otherwise pre-approved by the City.

## C-33 PERMANENT ROAD PAVING, CURBS, SIDEWALKS AND DRIVEWAY RESTORATION

The Contractor shall install Permanent paving for roads, curbs, sidewalks, driveways and aprons and other surfaces as directed by the City. All repairs shall follow the standards of the affected community or as directed by CWD. Road surfaces shall be left to match existing surface or as directed by the City.

Permanent pavement restoration shall include all preparation and finish work including but not limited to saw cutting if necessary, excavation, removal of existing surface material, tamping, any additional stone needed to make subsurface grade adjustments, and all tree lawn/yard restoration necessitated by the associated form work.

The Contractor shall be fully responsible for all paving for roads, curbs, sidewalks, driveways and aprons and other surfaces for up to one year after the Work is completed. The completion date will be signified by when Work is properly documented in the Cityworks WO for concrete and/or asphalt.

A. Concrete Materials and Submittals

Permanent concrete restoration shall meet the concrete class and performance requirements specified herein and the applicable material and construction provisions of the adopted ODOT Construction and Material Specifications. Applicable community requirements shall also be satisfied. The Contractor shall identify conflicting requirements and obtain the City's written resolution before placement.

Under C-9, Submittals, the Contractor shall submit each proposed concrete mix design, supplier and production location, mix identification number, constituent materials and sources, water-to-cementitious ratio, air and slump limits, strength and durability qualification data, and proposed admixtures. The submission shall include reinforcement and joint details, curing and weather-protection procedures, testing arrangements, and criteria for opening restored surfaces to traffic. Approved packages shall apply to subsequent WOs; changes shall require resubmittal and written City approval in accordance with C-9.

Delivery tickets and test reports shall identify the approved mix and corresponding WOs. The Contractor shall document placed thickness and reinforcement before concealment. Concrete that does not conform to the approved package or Contract requirements shall be subject to rejection and correction at the Contractor's expense.

| Concrete application | Recommended Specification for this Project | ODOT reference |
|---|---|---|
| Concrete roadway wearing surface | Class QC 1, minimum 4,000 psi at 28 days. Require approved joint, dowel, and tie-bar details. | Items 499 and 255 for localized full-depth repairs; 451/452 for pavement construction. |
| Concrete base beneath asphalt | Class QC 1, minimum 4,000 psi at 28 days. Specify concrete thickness independently of asphalt thickness. | Items 305 and 499; Item 255 where applicable to repair construction. |
| Curbs and integral curb/gutter | Class QC Misc. or QC 1, minimum 4,000 psi at 28 days. Match approved curb geometry and drainage elevations. | Items 609 and 499. |
| Sidewalks and curb ramps | Class QC Misc. or QC 1, minimum 4,000 psi at 28 days. Require approved joint layout, slip-resistant finish, and accessible grades where applicable. | Items 608 and 499. |
| Driveways and driveway aprons | Class QC 1, minimum 4,000 psi at 28 days, for vehicle-bearing slabs. Define reinforcement and joints before placement. | Items 499 and 452, with community driveway details. |

B. Preparation of Existing Road Surface

After the LSLR Work and backfill are complete, the existing pavement shall be saw cut square a minimum of 12 inches beyond each edge of the excavation, or as required by the Community's specifications, whichever is greater. The pavement within the saw cut limits shall be removed and restored, including dowels where required, in accordance with the Community's specifications.

C. Streets with Asphalt Wearing Surface

The Concrete Base shall be poured to a depth of 6" or match existing, whichever is greater, and shall be no more than 2" below final grade. The remaining 2" shall be brought up to existing grade with an asphalt cap and edge seal. When asphalt plants are not open, a high-grade cold patch mixture, as specified by the City, may be used.

D. Streets with Brick Wearing Surface

Should a brick surface need to be restored with concrete or asphalt, the above listed requirements shall be followed. Should a brick surface need to be restored with brick, Work will be assigned to the Contractor using Cityworks WO for concrete. The Contractor's base bid shall include all subsurface preparation, which shall be performed following the standards of the affected community or as directed by CWD. The Contractor may be asked to submit a quote for labor, materials and equipment based on the square footage of brick surfaces that need to be restored with brick. When Work is assigned in a Cluster, one quote shall be submitted to cover all brick restoration needed for the specified addresses in that Cluster.

E. Curb Replacement

Curbs shall be replaced when street excavations adjoin the existing curb. New curbs shall be formed and poured to the existing depth and width of the original curb. New curbs shall be formed to tie into the existing curb height and formed to match the existing curb shape. This item applies to concrete curb replacement. Replacement of sandstone curb or other specialty curb types, when required by the community or directed by the City, will be performed only at the direction of the City and compensated under the applicable allowance item. Curb specifications must meet the requirements of the City of Cleveland, Division of Engineering and Construction for work in Cleveland and the respective suburban specification elsewhere.

F. Sidewalks

When the LSLR work impacts sidewalk, complete sections shall be replaced. Sidewalks shall be formed and poured at a minimum of 4" in thickness, or to match existing, whichever is greater, and shall meet the requirements of the community in which the Work is performed. The community shall define the design mix, reinforcement and finish.

G. Driveways and Driveway Aprons

Driveway aprons shall be formed and poured at a minimum of 6" in thickness or to match existing, whichever is greater, and shall meet the requirements of the community in which the Work is performed. All traffic bearing surfaces beyond the curb shall be considered to be driveways and shall be poured at a minimum of 6" in thickness, or to match existing, whichever is greater. When a driveway or apron is a material other than concrete, the Contractor shall notify the City and perform restoration as directed. The community shall define the design mix, reinforcement and finish.

## C-34 TREE LAWN/YARD RESTORATION

Excavation located in tree lawn/yard areas requires restoration. The Contractor shall repair, restore, and clean up the entire tree lawn/yard to the condition it was in prior to the commencement of the Work.

The City will assign Tree Lawn/Yard Restoration to be completed in the following ways:

- As a follow-up item from an initial bid item on this Contract (i.e. Investigate Curb Stop, Replace City-owned Connection, Replace Customer-owned Connection). In this case, the Contractor shall be responsible for all the Work in the initial item and shall be responsible for the site until the final restoration is complete as specified. Prior to restoration but after the repair is made, the Contractor is to backfill and leave the site as prescribed C-32-A-2, Native Soil or Granular Backfill in Tree Lawns/Yards.
- As a standalone item:
    1. A Contractor may be assigned this Work at an address for which they did not perform LSLR work.
    2. Where restoration was completed but not to the satisfaction of the City, a new WO will not be created, but the Contractor shall provide before and after photos of the

restoration when assigned by the City. The Work shall follow the restoration timeframe as assigned by the City when the Contractor is informed of the need to return to a site.

The City makes no guarantee, either express or implied, as to the ground conditions or the nature of the ground at sites of the proposed Work or as to soil conditions that may affect the progress of the Work. In all instances, the following criteria shall be used to complete the Work.

A. Tree lawn/yard Preparations and Seeding

1. Prior to topsoil and seeding or other restoration method, settled areas shall be refilled, leveled and tamped to the proper grade, and areas that did not settle shall be leveled in a manner that makes them lower than existing grade so that after the appropriate amount of material is added the material (generally topsoil) matches the existing grade.
2. When an area of tree lawn/yard restoration was not grass prior to Work, the Contractor shall not spread grass seed on that area unless directed to do so by the City. In most cases tree lawn/yards will be required to be restored to match the pre-Work surface conditions (i.e. grass replaced with grass seed, mulch replaced with mulch of a color that matches, stone replaced with stone of a general size and color to match, etc.).
3. When grass is to be restored, the Contractor shall ensure the backfill is wet or wet the backfill prior to adding topsoil and seeding. The Contractor shall wet the topsoil after it has been seeded and mulched.
   (i) Topsoil shall be placed in the opening at a minimum depth of 3" in accordance with Item 653, "Topsoil Furnished and Placed," of ODOT Specifications. Topsoil shall be of high quality, free from slag, cinders, ashes, rubbish or any deleterious material as specified. Areas restored with seeding shall be covered.
   (ii) Seeding shall be done in accordance with the provisions of the latest revision of the Ohio Department of Transportation (ODOT) Construction and Material Specifications, referred to herein as ODOT Specifications. Seeding for turf grass shall be done in accordance with ODOT Specifications Item 659 for "Seeding and Mulching."
   (iii) Starter Fertilizer shall be applied at the rate of 20 pounds per 1,000 square feet using material with an analysis of 12:12:12. Agricultural-liming material shall be applied at the rate of 100 pounds per 1000 square feet. Fertilizer shall be uniform granular (10 + 16 screen size).
   (iv) All areas disturbed by the Contractor, including those areas damaged by traffic maintenance, or otherwise, shall be re-seeded as often as necessary so that all seeded areas shall be left in good condition upon the completion of the Work.

B. Timing of the Work

1. CWD will create WOs for each tree lawn/yard restoration upon completion of the LSLR Work and the tree lawn/yard restoration WO will be "On Hold" until assigned to the Contractor by the City. In most cases, the tree lawn/yard restoration Work will be assigned a few months after LSLR Work is completed to allow for natural settling. The City is not

required to assign final Treelawn/Yard Restoration work to the Contractor who performed the LSLR work.

2. Seeding can only be successfully done at certain times of the year. The scheduling of this Work for the preparation of the seedbed, and the Work of seeding, shall be done at such times as the climate and weather permit.
3. The City will generally not allow tree lawn/yard restoration Work when the top 12" below normal grade is frozen. This is referred to as the winter months. The period for winter months generally begins December 1 and ends March 31. Based on forecasted weather, the City may permit and/or require tree lawn/yard restoration Work to extend after December 1, begin earlier than March 31, and/or begin later than March 31. Tree lawn/yard restoration may not take place within the winter period without permission from the City.
4. The City may suspend tree lawn/yard restoration work during heat waves and drought conditions. When excessive heat or drought is impacting the CWD service area, the Contractor may request or the City may prohibit final tree lawn/yard restoration Work. When a determination is made by the City to suspend this Work, the City shall determine a re-start date based on the climate/weather. The City may provide the Contractor a two-week notice as to when SLAs will become effective for suspended Work.

C. Included Work

1. When directed by the City, the Contractor shall attach a door hanger or flyer provided by the City upon the completion of each job.
2. All invoices submitted by the Contractor for restoration Work shall include the total square feet restored.

## C-35 DELAY

Under no circumstance will extra payment be allowed for delays caused by equipment breakdown, delays due to weather conditions, delays due to waiting on materials, delays due to traffic control restrictions or requirements, delays caused by the Contractor, delays due to excavation conditions (rock/hard ground); delays due to GIS/record errors; delays due to inaccurate underground information of other utilities; delays due to other utility personnel failing to arrive when called or when waiting for utility marking services or OUPS to show up.

## C-36 OFF-DUTY POLICE OFFICER

If a job obstructs an intersection or a traffic lane of a major street, or for other special conditions, the City may direct the Contractor to employ an off-duty Police Officer to direct traffic. The Contractor will be paid for such services based on the hours the Police Officer is on the jobsite. For jobs in the City of Cleveland, the Contractor shall use off-duty City of Cleveland Police Officers. In the suburbs, the Contractor shall use local off-duty Police Officers from that suburb, if available.

## C-37 TRAFFIC CONTROL

The Contractor shall abide by all traffic requirements of the community in which the Contractor is working, including use of proper signage and cones. The Contractor shall not obstruct traffic during rush hour on any rush-hour designated streets without a written agreement being in place between that community and CWD/the Contractor.

A. The Contractor and its Subcontractors are responsible for maintaining a safe working environment for their workers, road users, and pedestrians while performing service line repair/replacement services. The Contractor shall provide adequate traffic control at all job sites that are in or near the right-of-way including job sites in the tree lawn/yard or sidewalk areas for the duration of the Work.

B. All traffic control procedures and traffic control devices (drums, cones, barricades, signs, etc.) used for temporary traffic control operations shall conform to the applicable regulations and specifications of the latest federal U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD); Part VI Traffic Controls For Street and Highway Construction, Maintenance, Utility, and Incident Management Operations, the crashworthiness requirements of the National Cooperative Highway Research Program Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features (NCHRP 350), any additional specific requirements of the Ohio Department of Transportation under the Ohio Manual on Uniform Traffic Control (OMUTCD), and the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.200 for proper protection of roadside work zones and compliant devices, and the City of Cleveland Work Zone Control Policy. In addition, in any situation where the job site will need to be protected overnight, all traffic control devices used to protect the job site shall have reflective sheeting for nighttime use in accordance with Ohio requirements for nighttime visibility.

C. The Contractor shall comply with any traffic restrictions imposed by the community in which it is working as to hours of work, traffic control devices, and maintenance of traffic flow. The Contractor will not be entitled to any extra payment for delays imposed by these restrictions.

D. If necessary, the Contractor should consult federal, state, local, or the City authorities as necessary to ensure compliance.

## C-38 INVOICING AND PAYMENT (Supplemental to General Conditions Section B-21)

The Contractor must adhere to the terms set forth for invoicing & payment requirements. It is preferred that the Contractor review and submit work for payment on a daily basis. If CWD's review of the submitted work shows documentation is missing, it is easier for the Contractor to input the missing documentation. WOs without proper documentation will not be paid.

Upon review and approval of WOs submitted for payment, the City will assign that WO an invoice number. Any work that needs additional information/documentation will be sent by the City via an email to the Contractor for their review and correction.

When the Contractor is ready for payment, not more frequently than biweekly, the Contractor shall request an invoice from the City. The City will run an invoice report and submit it via email to the Contractor for review.

The Contractor shall then agree that the reimbursement total in that invoice is accurate for the WOs included in the invoice. When a reimbursement invoice total is agreed upon, the Contractor shall submit all required documentation to the City (contact name will be provided).

The City will obtain signatures on forms and submit all materials for reimbursement.

## C-39 CONDUCT OF CONTRACTOR

Due to the unique relationship the Contractor has with the City of Cleveland, the conduct and appearance of the Contractor, its employees, its Subcontractor(s), and Subcontractor employees bear a reflection on the City of Cleveland. The Contractor, its Subcontractor(s), and all their employees are required to exhibit appearances that show a high degree of professionalism when dealing with the public and its property. All such employees must treat the public with the utmost degree of respect and courtesy. The Contractor's and Subcontractor's vehicles and noticeable equipment shall be marked with the company's name or logo. In the event noteworthy indiscretions occur due to the conduct of the Contractor, its Subcontractor(s), and/or their employees, the City has the right to terminate the job and/or suspend further Work under the Contract.

## C-40 RESTROOM POLICY

The Contractor shall abide by the City's Restroom Policy.

A. Short Duration Projects: For short duration projects (generally a day or less in duration), the Contractor shall abide by legal and appropriate standards of behavior. Special mention is made of the following:

    1. No one is to relieve themselves in the construction hole or excavations or public areas.
    2. The practice of relieving oneself between a vehicle and the door of the vehicle shall not be tolerated.

B. Longer Duration Projects: For longer duration projects (generally meaning construction occurring 3 days or longer on a given street), the Contractor shall be required to provide temporary restroom facilities, a.k.a. porta-potties. Specifically:

    1. The Contractor, at its own expense, shall provide temporary restroom facilities.
    2. City staff shall be allowed to use the Contractor-provided temporary facilities.
    3. Contractor staff shall find relief through use of the portable facilities, and not through any inappropriate ways.
    4. Portable restrooms shall be within reasonable walking distance from the active work site on the project.

5. The Contractor shall ensure that the temporary facilities are cleaned, maintained, in good appearance, and free from vandalism.

## C-41 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE

The Contractor shall maintain during the term of this Contract such general liability insurance including but not limited to bodily injury, property damage, contractual liability, owners and Contractors protective liability, products/ completed operations coverage, and personal injury coverage wherein the City of Cleveland and the communities and political subdivisions in which the Contractor will perform Work under this Contract are named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any Subcontractor performing Work under this Contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under this Contract, whether such operations are by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance and a copy of the additional insured endorsement naming the City of Cleveland and other additionally insured shall be deposited with the Department of Public Utilities prior to execution of the Contract. Such documents must be satisfactory to and approved by the Department of Law to form, coverage, carrier and limits. The additional insured coverage provided to the City under the Contractor's insurance policy(ies) shall be primary with respect to Contractor's general liability notwithstanding other insurance covering the City. The amounts of insurance shall be as described below.

NOTE: Self-insurance is not acceptable.

A. GENERAL LIABILITY. Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury. Such policy or policies shall be in an amount not less than a combined single limit of $1,000,000.00 for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to, contractual liability, owners and Contractor's protective liability, personal injury as well as products/completed operations coverage of $1,000,000.00. Such coverage shall be on an occurrence basis. Coverage shall not be on a claims-made basis. If a deductible or self-insured retention is assumed, the deductible or self-insured retention shall not exceed $50,000 per occurrence and in the aggregate.

B. This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the Contractor, or any property over which the Contractor is directly or indirectly exercising physical control by reasons of the Work to be performed.

C. SPECIAL HAZARDS. The following special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:

Business Automobile Liability. Business automobile insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of $ 1,000,000.00 for bodily injury, including death, and property damage per occurrence.

D. The Contractor shall notify the Department of Law, in writing, at least 10 days before it cancels or reduces its insurance policy or coverage, and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.

E. INDEMNIFICATION. The maintenance of such insurance as outlined shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the Work and property of others on the site beyond the limits of insurance maintained. The Contractor shall hold the City, the Department of Public Utilities and its agents, and all named additionally insured and their agents, free and harmless from any injury or damage resulting from the negligent or faulty performance by the Contractor and its Subcontractors.

## C-42 LABOR AND MATERIAL SUPPLIERS

The Contractor shall well, truly, and promptly pay or satisfy the just and equitable claims of all persons who are performing or have performed Work or labor or are furnishing or have furnished material for said Contractor in the execution of the Contract, including those who have previously served an affidavit or such claims upon the City, and all bills, costs or supplies, equipment or services delivered and accepted. Each item of Work or service performed must be identified by dates of performance and shall list the bid price per unit and extension thereof.

## C-43 NO WAIVER OF LEGAL RIGHTS

Neither acceptance of nor payments for the Work or goods or services hereunder, or any part of them, nor any extension of time, nor any possession taken by the City will operate as a waiver of any default or breach of the Contract, nor be held to be waiver of any other or subsequent default or breach.

## C-44 INDEMNITY (Supplemental to General Conditions Section B-28)

A. The Contractor will indemnify, keep and save harmless the City of Cleveland, Ohio, and their respective officers, agents and employees; and all additional insured and their respective officers, agents and employees, against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this Contract by the Contractor, or as a result of the performance of this Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employee, and whether or not the person(s) injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized Subcontractor; and the Contractor shall at its own expense defend the City of Cleveland, and all additional insured, in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees; or any additional insured, or any of its officers, agents or employees. Nothing herein shall be construed to limit the Contractor's indemnification obligations to the limits of insurance provided. The indemnification obligations shall survive any termination of the Contract.

B. In any and all claims against the City and its officers, agents or employees; or any additional insured or its officers, agents or employees, by any employee of the Contractor, Subcontractors, its agents, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of Paragraph A above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, Subcontractors or other person under applicable workers' or workmen's compensation benefit or disability laws, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

## C-45 SAFETY

The Contractor shall follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 Code of Federal Regulations 1910-1926) and those of the City.

A. The Contractor shall comply with all applicable laws of the Federal government, State government, ordinances of the City or other community in which the Work or services are being done and all applicable regulations. The Contractor shall be responsible for securing at their own expense any and all licenses, permits and certificates of inspection required by law or by the Contract documents, except as provided in C-18. The Contractor shall comply with all Federal, State, City, and DPU fire and safety requirements.

B. The City of Cleveland will not insure the Work under construction, nor against claims for injury to person(s) or property arising during prosecution of such Work.

C. The Contractor will be held responsible for all damage to the Work under construction, whether from fire, water, high winds, or other causes until final completion and acceptance, even if partial payments have been made under this Contract. Contractor will be held answerable for all damages that may occur to person(s), property(ies), animal(s), or vehicle(s) from want of proper shoring, bracing, lighting, watching, boarding or enclosing, and for any accident arising from defective scaffolding or apparatus, and from any negligence on the part of the Contractor, his employees, Subcontractors and employees thereof.

D. The Contractor shall follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 Code of Federal Regulations 1910 and 1926).

E. The Contractor shall employ an excavation safety system, if required, in accordance with the Occupational Safety and Health Administration Standards (OSHA) 29 CFR 1926 Subpart P - Excavations. Contractor shall be aware that in the Work he may encounter Type C soil conditions (i.e., water flowing freely), previously disturbed or excavated soils, traffic and surface encumbrances, and various utilities within the proposed excavated areas.

F. The Excavation Inspection and Entry Authorization Form to be used is part of the bid package, if applicable.

G. OSHA regulations require that a competent person make daily inspection of the excavation prior to the start of the workday and as needed throughout the workday and/or shifts (29 CFR 1926 Subpart P). The OSHA regulation states in part: in order to be a competent person for the purpose of this standard, one must have had specific training in, and be knowledgeable about, soil analysis, the use of protective systems, and the requirements of this standard.

H. For the purpose of meeting the requirements of OSHA 29 CFR 1926 Subpart P - Excavations, neither the City of Cleveland's Resident Inspector nor the Design Engineer's Inspector shall be the Contractor's competent person, nor shall the City's Inspector or the Design Engineer's Inspector be required in any way to attest to the qualification of the Contractor's competent person.

I. Under no circumstances shall extra payment be allowed for delays caused by the Contractor's failure to comply with OSHA standards and requirements, or for Work that is done to cure any non-conforming Work or defects due to Contractor's failure to comply with said OSHA standards and requirements. The City will enforce OSHA regulations by inspecting work sites. City work site inspections will not be announced or scheduled.

J. The Contractor shall submit a notarized affidavit to the City of Cleveland with its bid package naming the Contractor's competent person or persons for this Contract. The affidavit shall be submitted on the Contractor's letterhead, signed by the officer of the company, and shall be as the form that follows Section C.

K. Failure of the Contractor to submit the required notarized affidavit as herein stipulated may be cause for rejection of his bid. Documentation of training must be provided at the pre-commencement meeting.

L. The Contractor shall employ a fall protection plan, if required, in accordance with the Occupational Safety and Health Administration Standards (OSHA) 29 CFR 1926 Subpart M – Fall Protection.

M. Contractor shall comply with the City's Safety Program. All Contractor employees shall attend the Safety Orientation Course prior to the start of Work.

N. All safety requirements must be placed prior to each day's Work.

O. The Contractor's Superintendent will conduct a daily Safety Review. Work shall not start until all safety requirements are in order.

P. The Contractor shall provide a Waste Manifest signed by a facility representative and submitted to the City upon project completion. A Waste Manifest is required when one or more of the following is included or added to the specific Work:

1. Asbestos Abatement
2. Hazardous material disposal required by Federal, State or local codes.

## C-46 PRE-COMMENCEMENT MEETING SAFETY REQUIREMENTS

Awarded Contractor and Subcontractors shall provide the City at the pre-commencement meeting the following:

A. An affidavit attesting they have in place and fully implemented a written Health, Safety and Environmental plan and the plan is compliant with all applicable Federal, State and local regulations.

B. The name of the Contractor/Subcontractor safety manager with contact information so that the City has it on file. A copy of OSHA 30 card is also required.

C. Contractor's Safety Plan for performing Work.

D. OSHA 300 logs for the last three years.

E. Copies of OSHA 30 cards for all supervisors (Contractor and Subcontractors).

F. Copies of OSHA 10 cards for all other workers (Contractor and Subcontractors).

G. Contractor's and Subcontractors' roles and responsibilities assigned.

## C-47 VIOLATING FACILITIES

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

## C-48 UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS (SBRA)

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as Subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all Contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

## C-49 MATERIAL TESTING

For road restoration work performed under C-33, the Contractor shall submit the following material qualification documents under C-9 before use. Approved documents shall apply to subsequent WOs using the same materials, mixes, and sources. Changes shall require resubmittal and City approval.

| Material | Initial submittal | Verification during construction |
|---|---|---|
| **Concrete** | Supplier's mix design identifying the specified concrete class, compressive strength, air content, and water-to-cementitious ratio, with supporting strength data. | Delivery tickets identifying the approved mix and corresponding WOs. The City will perform testing at its own expense when it suspects nonconformance with the specifications. Nonconforming concrete shall be removed and replaced by the Contractor at the Contractor's expense. |
| **Granular backfill and aggregate base** | Source identification and current supplier certification or gradation report demonstrating compliance with the specified material designation. | Delivery records and inspection of material quality, lift thickness, and compaction procedures. The City will perform testing at its own expense in areas where inadequate compaction or nonconforming materials are suspected. Failed areas shall be corrected by the Contractor at the Contractor's expense. |
| **Premium Backfill CLSM/flowable fill** | Supplier's mix design and strength data demonstrating compliance with the specified strength requirements. | Delivery tickets identifying the approved mix and WOs; inspection of consistency and adequate hardening before covering or loading. The City will perform field strength testing at its own expense when it determines testing is needed because of changes or suspected nonconformance. |

A. The City will perform materials testing at its own expense, using an independent testing firm selected and paid by the City. Testing will be performed by qualified personnel using applicable ASTM methods, at locations and frequencies determined by the City. Testing and source quality control may occur on or off the project site.

B. The independent firm will submit reports to the City and the Contractor identifying the material, date, test location, results, and represented WOs, and indicating compliance or non-compliance with the Contract Documents. The Contractor shall maintain field observations and delivery records in Cityworks.

C. The Contractor shall cooperate with the independent firm, furnishing samples of materials, design mix, equipment, tools, storage, safe access, and assistance with incidental labor as requested.

D. Failed results will be reported promptly to the Contractor. Affected Work shall be evaluated and corrected by the Contractor as directed by the City, at the Contractor's expense.

E. Retesting required because of non-conformance with specified requirements will be performed by the same independent firm on instructions from the City.

F. Concrete shall remain protected from traffic until the specified opening requirements are satisfied. Early opening requires the verification specified in C-33.

G. Testing, or a reduced testing frequency, does not relieve the Contractor of responsibility for furnishing compliant materials and performing the Work in accordance with the Contract Documents.

## C-50 DAVIS-BACON WAGE RATE REQUIREMENTS

Work is proposed in the following counties: Cuyahoga. Although not required, it is best practice that Bidders consider the county with the highest wage rate.

As used in these provisions "subrecipient" means City of Cleveland.

(a) The following applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.
(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

*(1)* The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

*(2)* The classification is utilized in the area by the construction industry; and

*(3)* The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers

performing work in the classification under this contract from the first day on which work is performed in the classification.

*(iii)* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

*(iv)* If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

*(2)* Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

*(3)* Payrolls and basic records.

*(i)* Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, their correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the subrecipient(s).

*(B)* Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or their agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

*(1)* That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

*(2)* That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

*(3)* That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

*(C)* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
*(D)* The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

*(4)* Apprentices and trainees --

*(i)* Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in their first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered

program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

*(ii)* Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

*(iii)* Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

*(5)* Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

*(6)* Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

*(7)* Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

*(8)* Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

*(9)* Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

*(10)* Certification of eligibility.

*(i)* By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

*(ii)* No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

*(iii)* The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(A copy of the Davis Bacon Wage Rates are provided in Appendix B)

Contract Provision For Contracts In Excess Of $100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

These provisions are in addition to the provisions for contracts in excess of $2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

*(b)* Contract Work Hours and Safety Standards Act. The following applies to any Contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

*(1)* Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

*(2)* Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

*(3)* Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under

any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

*(4)* Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contract Provision For Contracts In Excess Of $100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for Contracts in excess of $2,000, for any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1:

(c) The following applies to any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the Contractor will permit it such representatives to interview employees during working hours on the job.

# SUPPLEMENTAL
# NOTICE TO BIDDERS

**SUBJECT:** Submission
NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

# NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS:☐☐ Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

☐ A.☐ ☐☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND**. (if paragraph A. is checked, proceed to the signature line.)

☐ B.☐ ☐☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND**. (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

☐ C.☐ ☐☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

_____
Name of Contractor of Subcontractor

By:_____

Title:_____

☐ * "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

# CWD LEAD SERVICE LINE REPLACEMENT YEAR 5-1

# APPENDIX A

STATE EPA FORMS

(To be submitted before Notice to Proceed)

The following forms are included:

1. Certification Regarding Debarment, Suspension and Other Responsibility Matters.
2. Disadvantaged Business Enterprise Subcontractor Participation Form 6100-2.
3. Disadvantaged Business Enterprise Subcontractor Participation Form 6100-3.
4. Disadvantaged Business Enterprise Subcontractor Utilization Form 6100-4.
5. American Iron and Steel Acknowledgment Form.
6. Build America, Buy America Acknowledgement Form.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;

(d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Type Name & Title of Authorized Representative

_____

Signature of Authorized Representative

_____

Date

☐ I am unable to certify to the above statements. My explanation is attached.

**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

| | | |
|---|---|---|
| Subcontractor Name | | Project Name |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact |
| Address | | |
| Telephone No. | | Email Address |
| Prime Contractor Name | | Issuing/Funding Entity: |

| Contract Item Number | Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies | Amount Received by Prime Contractor |
|---|---|---|
| | | |

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Please use the space below to report any concerns regarding the above EPA-funded project:

| Subcontractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Performance Form**

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

| | | |
|---|---|---|
| Subcontractor Name | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact |
| Address | | |
| Telephone No. | Email Address | |
| Prime Contractor Name | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies | Price of Work Submitted to the Prime Contractor |
|---|---|---|
| | | |
| DBE Certified By: ◯ ODOT ◯ DAS/EDGE<br>◯ Other: _____ | Meets/ exceeds EPA certification standards?<br>◯ YES ◯ NO ◯ Unknown | |

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**FORM 6100-3 (DBE Subcontractor Performance Form)**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

| Prime Contractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

| Subcontractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| Prime Contractor Name | | Project Name |
|---|---|---|
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact |
| Address | | |
| Telephone No. | Email Address | |
| Issuing/Funding Entity: | | |

| I have identified potential DBE certified subcontractors | ___YES | ___NO |
|---|---|---|
| If yes, please complete the table below. If no, please explain: | | |
| | | |

| Subcontractor Name/ Company Name | Company Address/ Phone/ Email | Est. Dollar Amt. | Currently DBE Certified? |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

| Prime Contractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

## AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

_____ _____

Signature Date

_____

Name and Title of Authorized Signatory, Please Print or Type

_____

Bidder's Firm

☐ Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

## BUILD AMERICA, BUY AMERICA (BABA) ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the State of Ohio (State) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

_____ _____

Signature Date

_____

Name and Title of Authorized Signatory, Please Print or Type

_____

Bidder's Firm

"General Decision Number: OH20260001 09/17/2026

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Counties of
Adams, Allen, Ashland, Ashtabula,
Athens, Auglaize, Belmont, Brown,
Butler, Carroll, Champaign, Clark,
Clermont, Clinton, Columbiana,
Coshocton, Crawford, Cuyahoga, Darke,
Defiance, Delaware, Erie, Fairfield,
Fayette, Franklin, Fulton, Gallia,
Geauga, Greene, Guernsey, Hamilton,
Hancock, Hardin, Harrison, Henry,
Highland, Hocking, Holmes, Huron,
Jackson, Jefferson, Knox, Lake,
Lawrence, Licking, Logan, Lorain, Lucas,
Madison, Mahoning, Marion, Medina,
Meigs, Mercer, Miami, Monroe,
Montgomery, Morgan, Morrow, Muskingum,
Noble, Ottawa, Paulding, Perry,
Pickaway, Pike, Portage, Preble, Putnam,
Richland, Ross, Sandusky, Scioto,
Seneca, Shelby, Stark, Summit, Trumbull,
Tuscarawas, Union, Van Wert, Vinton,
Warren, Washington, Wayne, Williams,
Wood and Wyandot

Heavy Construction

Highway Construction

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |
| 1 | 05/18/2026 |
| 2 | 05/20/2026 |
| 3 | 06/25/2026 |
| 4 | 07/30/2026 |
| 5 | 09/17/2026 |

BROH0001-001 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (DEFIANCE, FULTON (EXCLUDING FULTON, AMBOY & SWAN CREEK TOWNSHIPS), HENRY (EXCLUDING MONROE, BARTLOW, LIBERTY, WASHINGTON, RICHFIELD, MARION, DAMASCUS & TOWNSHIPS & THAT PART OF HARRISON TOWNSHIP OUTSIDE CORPORATE LIMITS OF CITY OF NAPOLEON), PAULDING, PUTNAM AND WILLIAMS COUNTIES) | $ 33.39 | 20.06 |

BROH0001-004 06/01/2023

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 32.40 | 19.30 |

BROH0003-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (FULTON (TOWNSHIPS OF AMBOY, SWAN CREEK & FULTON), HENRY (TOWNSHIPS OF WASHINGTON, DAMASCUS, RICHFIELD, BARTLOW, LIBERTY, HARRISON, MONROE, & MARION), LUCAS AND WOOD (TOWNSHIPS OF PERRYSBURG, ROSS, LAKE, TROY, FREEDOM, MONTGOMERY, WEBSTER, CENTER, PORTAGE, MIDDLETON, PLAIN, LIBERTY, HENRY, WASHINGTON, WESTON, MILTON, JACKSON & GRAND RAPIDS) COUNTIES) | $ 33.39 | 20.06 |

BROH0005-003 06/01/2020

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER: BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)) | $ 36.64 | 17.13 |
| BRICKLAYER: SANDBLASTERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)) | $ 36.39 | 17.13 |
| BRICKLAYER: SEWER BRICKLAYERS & STACK BUILDERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)) | $ 36.64 | 17.13 |
| BRICKLAYER: SWING SCAFFOLDS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF | | |

| | | |
|---|---|---|
| MEDINA))..... | $ 37.14 | 17.13 |

BROH0006-005 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (CARROLL, COLUMBIANA (KNOX, BUTLER, WEST & HANOVER TOWNSHIPS), STARK & TUSCARAWAS)..... | $ 33.39 | 20.06 |

BROH0007-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (LAWRENCE)..... | $ 33.39 | 20.06 |

BROH0007-005 06/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER (PORTAGE & SUMMIT)..... | $ 32.40 | 19.30 |

BROH0007-010 06/01/2024

| | Rates | Fringes |
|---|---|---|
| MASON - STONE (PORTAGE & SUMMIT)..... | $ 33.39 | 20.06 |

BROH0008-001 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER (COLUMBIANA (SALEM, PERRY, FAIRFIELD, CENTER, ELK RUN, MIDDLETON, & UNITY TOWNSHIPS AND THE CITY OF NEW WATERFORD), MAHONING & TRUMBULL).... | $ 33.39 | 20.06 |

BROH0009-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY)..... | $ 33.39 | 20.06 |
| REFRACTORY (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY)..... | $ 31.45 | 19.01 |

BROH0010-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (COLUMBIANA (ST. CLAIR, MADISON, WAYNE, FRANKLIN, WASHINGTON, YELLOW CREEK & LIVERPOOL TOWNSHIPS) & JEFFERSON (BRUSH CREEK & SALINE TOWNSHIPS))..... | $ 33.39 | 20.06 |

BROH0014-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (HARRISON & JEFFERSON (EXCEPT MT. PLEASANT, WARREN, BRUSH CREEK, SALINE & SALINEVILLE TOWNSHIPS & THE VILLAGE OF DILLONVALE)) | $ 33.39 | 20.06 |

BROH0016-002 06/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (ASHTABULA, GEAUGA, AND LAKE COUNTIES) | $ 32.40 | 19.30 |

BROH0018-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (GASPER, DIXON, ISRAEL, LANIER, SOMERS & GRATIS TOWNSHIPS) & WARREN COUNTIES:) | $ 33.39 | 20.06 |

BROH0022-004 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (JACKSON, MONROE, HARRISON, TWIN, JEFFERSON & WASHINGTON TOWNSHIPS) AND SHELBY COUNTIES) | $ 33.39 | 20.06 |

BROH0032-001 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (GALLIA & MEIGS) | $ 33.39 | 20.06 |

BROH0035-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (ALLEN, AUGLAIZE, MERCER AND VAN WERT COUNTIES) | $ 33.39 | 20.06 |

BROH0039-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (ADAMS & SCIOTO) | $ 33.39 | 20.06 |

BROH0040-003 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE AND WYANDOT (EXCEPT CRAWFORD, RIDGE, RICHLAND & TYMOCHTEE TOWNSHIPS) COUNTIES) FOOTNOTE: LAYOUT MAN AND | | |

SAWMAN RATE: $1.00 PER HOUR ABOVE JOURNEYMAN RATE.
FREE STANDING STACK WORK GROUND LEVEL TO TOP OF
STACK; SANDBLASTING AND LAYING OF CARBON MASONRY
MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING
AND SPADING OF PLASTICS AND GUNNITING: $1.50 PER
HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: $2.50
ABOVE JOURNEYMAN RATE.....$ 33.39 20.06

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BROH0044-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (BEAVER, BUFFALO, SENECA & WAYNE TOWNSHIPS) & PERRY COUNTIES:) | $ 33.39 | 20.06 |

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BROH0045-002 06/01/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (FAYETTE, JACKSON, PIKE, ROSS AND VINTON COUNTIES) | $ 35.39 | 17.47 |

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BROH0046-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (PERRY & BLOOM TOWNSHIPS) AND WYANDOT (TYMOCHTEE, CRAWFORD, RIDGE & RICHLAND TOWNSHIPS) COUNTIES & THE ISLANDS OF LAKE ERIE NORTH OF SANDUSKY) FOOTNOTE: LAYOUT MAN AND SAWMAN RATE: $1.00 PER HOUR ABOVE JOURNEYMAN RATE. FREE STANDING STACK WORK GROUND LEVEL TO TOP OF STACK; SANDBLASTING AND LAYING OF CARBON MASONRY MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING AND SPADING OF PLASTICS AND GUNNITING: $1.50 PER HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: $2.50 ABOVE JOURNEYMAN RATE | $ 33.39 | 20.06 |

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BROH0052-001 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (ATHENS COUNTY) | $ 33.39 | 20.06 |

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BROH0052-003 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (NOBLE (BROOKFIELD, NOBLE, CENTER, SHARON, OLIVE, ENOCH, STOCK, JACKSON, JEFFERSON & ELK TOWNSHIPS) AND WASHINGTON COUNTIES) | $ 33.39 | 20.06 |

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BROH0055-003 06/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER, STONEMASON (DELAWARE, FRANKLIN, MADISON, PICKAWAY AND UNION COUNTIES) | $ 33.39 | 20.06 |

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CARP0002-024 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER & PILEDRIVERMEN (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN) | $ 35.94 | 23.59 |
| DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN) | $ 40.58 | 9.69 |

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CARP0171-001 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (MAHONING & TRUMBULL) | $ 33.19 | 25.02 |

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CARP0171-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE) | $ 32.50 | 26.19 |

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CARP0200-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES) | $ 35.94 | 23.59 |
| DIVER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES) | $ 39.41 | 10.40 |
| PILEDRIVERMAN (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES) | $ 35.94 | 23.59 |

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CARP0285-001 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (CARROLL, STARK, TUSCARAWAS AND WAYNE) | $ 34.07 | 24.28 |

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CARP0285-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (COSHOCTON, HOLMES, KNOX & MORROW) | $ 33.38 | 24.69 |

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CARP0285-008 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (MEDINA, PORTAGE & SUMMIT) | $ 37.18 | 25.07 |

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CARP0351-005 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (LUCAS & WOOD) | $ 35.44 | 27.56 |

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CARP0351-006 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES) | $ 32.05 | 26.13 |

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CARP0372-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT) | $ 31.80 | 26.33 |

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CARP0435-005 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (ASHTABULA, CUYAHOGA, GEAUGA & LAKE) | $ 38.57 | 24.64 |

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CARP0735-001 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (ASHLAND, HURON & RICHLAND) | $ 34.67 | 23.57 |

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CARP0735-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (LORAIN) | $ 38.42 | 24.01 |

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CARP0735-004 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (ERIE) | $ 36.71 | 24.14 |

CARP0744-001 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CARPENTER (CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT) | $ 33.74 | 27.05 |

CARP1090-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| PILEDRIVERMEN & DIVER'S TENDER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT) DIVERS - $250.00 PER DAY | $ 35.94 | 28.39 |

CARP1090-003 05/01/2025

| | Rates | Fringes |
|---|---|---|
| DIVER, WET (BELMONT, HARRISON, & MONROE) | $ 58.52 | 24.91 |
| PILEDRIVERMEN; DIVER, DRY (BELMONT, HARRISON, & MONROE) | $ 39.01 | 24.91 |

CARP1090-004 05/01/2025

| | Rates | Fringes |
|---|---|---|
| DIVER, WET (CARROLL, STARK, TUSCARAWAS & WAYNE) | $ 49.82 | 25.40 |
| PILEDRIVERMEN; DIVER, DRY (CARROLL, STARK, TUSCARAWAS & WAYNE) | $ 33.21 | 25.40 |

CARP1090-005 05/01/2025

| | Rates | Fringes |
|---|---|---|
| DIVER, WET (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT) | $ 54.51 | 27.50 |
| PILEDRIVERMEN; DIVER, DRY (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT) | $ 36.34 | 27.50 |

CARP1090-006 05/01/2025

| | Rates | Fringes |
|---|---|---|
| DIVER, WET (COSHOCTON, HOLMES, KNOX & MORROW) | $ 54.36 | 22.54 |
| PILEDRIVERMEN; DIVER, DRY (COSHOCTON, HOLMES, KNOX & MORROW) | $ 36.24 | 22.54 |

CARP1090-007 05/01/2025

| | Rates | Fringes |
|---|---|---|

| | | |
|---|---|---|
| DIVER, WET (MAHONING & TRUMBULL) | $ 50.85 | 24.82 |
| PILEDRIVERMEN; DIVER, DRY (MAHONING & TRUMBULL) | $ 33.90 | 24.82 |

CARP1090-008 05/01/2025

| | Rates | Fringes |
|---|---|---|
| PILEDRIVERMAN (COLUMBIANA & JEFFERSON) | $ 39.01 | 24.91 |

CARP1090-009 05/01/2025

| | Rates | Fringes |
|---|---|---|
| PILEDRIVERMEN & DIVER'S TENDER (CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD) DIVERS - $250.00 PER DAY | $ 37.98 | 28.63 |

ELEC0008-002 05/27/2024

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD) | $ 38.98 | 18.96 |
| ELECTRICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD) | $ 48.40 | 25.24 |

ELEC0032-003 06/01/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RIDGELAND, RIDGE & SALEM TOWNSHIPS)) | $ 39.17 | 23.60 |

ELEC0038-002 04/28/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN, EXCLUDING SOUND & COMMUNICATIONS WORK. FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 46.63 | 24.92 |

ELEC0038-008 04/28/2025

| | Rates | Fringes |
|---|---|---|
| SOUND & COMMUNICATION TECHNICIAN: COMMUNICATIONS TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER & | | |

RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP))
FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE.....$ 34.30 14.95
SOUND & COMMUNICATION TECHNICIAN: INSTALLER TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP))
FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE.....$ 33.05 14.91

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ELEC0064-003 11/30/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (COLUMBIANA (BUTLER, FAIRFIELD, PERRY, SALEM & UNITY TOWNSHIPS) MAHONING (AUSTINTOWN, BEAVER, BERLIN, BOARDMAN, CANFIELD, ELLSWORTH, COITSVILLE, GOSHEN, GREEN, JACKSON, POLAND, SPRINGFIELD & YOUNGSTOWN TOWNSHIPS), & TRUMBULL (HUBBARD & LIBERTY TOWNSHIPS)) | $ 41.49 | 21.81 |

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ELEC0071-005 01/06/2025

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION: EQUIPMENT OPERATOR: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN) | $ 39.97 | 18.79 |
| LINE CONSTRUCTION: EQUIPMENT OPERATOR: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN) | $ 49.46 | 21.60 |
| LINE CONSTRUCTION: GROUNDMAN: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN) | $ 31.10 | 16.40 |
| LINE CONSTRUCTION: GROUNDMAN: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN) | $ 38.47 | 18.64 |
| LINE CONSTRUCTION: LINEMEN/CABLE SPLICER: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN) | $ 43.89 | 19.85 |
| LINE CONSTRUCTION: LINEMEN/CABLE SPLICER: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN) | $ 54.96 | 23.09 |

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ELEC0071-010 01/06/2025

| | Rates | Fringes |
|---|---|---|

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|---|---|---|
| LINE CONSTRUCTION: EQUIPMENT OPERATOR (STATEWIDE) | $ 40.44 | 17.71 |
| LINE CONSTRUCTION: GROUNDMAN (STATEWIDE) | $ 29.07 | 14.97 |
| LINE CONSTRUCTION: LINEMAN & CABLE SPLICERS (STATEWIDE) | $ 46.02 | 19.04 |

ELEC0082-002 12/02/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)) | $ 38.00 | 22.49 |

ELEC0082-006 11/25/2024

| | Rates | Fringes |
|---|---|---|
| SOUND & COMMUNICATION TECHNICIAN: CABLE PULLER (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)) | $ 13.85 | 5.30 |
| SOUND & COMMUNICATION TECHNICIAN: INSTALLER/TECHNICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)) | $ 27.70 | 15.71 |

ELEC0129-003 02/24/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (LORAIN (EXCEPT COLUMBIA TOWNSHIP) & MEDINA (LITCHFIELD & LIVERPOOL TOWNSHIPS)) | $ 42.95 | 18.81 |

ELEC0129-004 02/24/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (ERIE & HURON (LYME, RIDGEFIELD, NORWALK, TOWNSEND, WAKEMAN, SHERMAN, PERU, BRONSON, HARTLAND, CLARKSFIELD, NORWICH, GREENFIELD, FAIRFIELD, FITCHVILLE & NEW LONDON TOWNSHIPS)) | $ 42.95 | 18.81 |

ELEC0141-003 06/02/2025

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER (BELMONT COUNTY) | $ 42.94 | 27.74 |
| ELECTRICIAN (BELMONT COUNTY) | $ 39.25 | 31.23 |

ELEC0212-003 11/26/2018

| | Rates | Fringes |
|---|---|---|
| SOUND & COMMUNICATION TECHNICIAN (BROWN, CLERMONT & HAMILTON) | $ 24.35 | 10.99 |

ELEC0212-005 06/02/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (BROWN, CLERMONT, AND HAMILTON COUNTIES) | $ 38.05 | 22.97 |

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ELEC0245-001 08/26/2024

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION: EQUIPMENT OPERATOR (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY | $ 32.95 | 17.08 |
| LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)): FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY | $ 20.59 | 13.62 |
| LINE CONSTRUCTION: LINEMAN (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY | $ 47.07 | 21.03 |

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ELEC0245-003 01/01/2025

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION: CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) : FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 53.90 | 23.19 |
| LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 20.51 | 13.84 |
| LINE CONSTRUCTION: HELI-ARC WELDING (DEFIANCE, | | |

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|---|---|---|
| FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 47.17 | 21.31 |
| LINE CONSTRUCTION: LINEMAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 46.87 | 21.22 |
| LINE CONSTRUCTION: OPERATOR - CLASS 1 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 37.50 | 18.60 |
| LINE CONSTRUCTION: OPERATOR - CLASS 2 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 32.81 | 17.29 |
| LINE CONSTRUCTION: TRAFFIC SIGNAL & LIGHTING TECHNICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 42.18 | 19.91 |

ELEC0245-004 01/01/2025

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION: CABLE SPLICER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 53.90 | 23.19 |
| LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 20.51 | 13.84 |
| LINE CONSTRUCTION: LINEMAN (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 46.87 | 21.22 |
| LINE CONSTRUCTION: OPERATOR - CLASS 1 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 37.50 | 18.60 |
| LINE CONSTRUCTION: OPERATOR - CLASS 2 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY | $ 32.81 | 17.29 |

ELEC0246-001 10/28/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (CARROLL, COLUMBIANA, HARRISON AND JEFFERSON COUNTIES IN OHIO; BROOKE AND HANCOCK COUNTIES IN WEST VIRGINIA.) FOOTNOTE: A. 1 1/2 PAID HOLIDAYS: THE LAST SCHEDULED WORKDAY PRIOR TO CHRISTMAS & 4 HOURS ON GOOD FRIDAY | $ 44.00 | 37.68 |

ELEC0306-005 05/27/2024

| | Rates | Fringes |
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|---|---|---|
| CABLE SPLICER (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS)) | $ 46.81 | 20.95 |
| ELECTRICIAN (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS)) | $ 42.55 | 20.95 |

ELEC0317-002 06/02/2025

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER (GALLIA & LAWRENCE) | $ 32.68 | 18.13 |
| ELECTRICIAN (GALLIA & LAWRENCE) | $ 41.15 | 29.35 |

ELEC0540-005 06/30/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (CARROLL (NORTHERN HALF, INCLUDING FOX, HARRISON, ROSE & WASHINGTON TOWNHSHIPS), COLUMBIANA (KNOX TOWNSHIP), HOLMES, MAHONING (SMITH TOWNSHIP), STARK, TUSCARAWAS (NORTH OF AUBURN, CLAY, RUSH & YORK TOWNSHIPS), AND WAYNE (SOUTH OF BAUGHMAN, CHESTER, GREEN & WAYNE TOWNSHIPS) COUNTIES) | $ 39.86 | 29.19 |

ELEC0573-003 06/01/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (ASHTABULA (COLEBROOK, WAYNE, WILLIAMSFIELD, ORWELL & WINDSOR TOWNSHIPS), GEAUGA (AUBURN, MIDDLEFIELD, PARKMAN & TROY TOWNSHIPS), MAHONING (MILTON TOWNSHIP), PORTAGE (CHARLESTOWN, EDINBURG, FREEDOM, HIRAM, NELSON, PALMYRA, PARIS & WINDHAM TOWNSHIPS), AND TRUMBULL (EXCEPT LIBERTY & HUBBARD TOWNSHIPS)) | $ 42.20 | 23.37 |

ELEC0575-001 05/29/2023

| | Rates | Fringes |
|---|---|---|

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|---|---|---|
| ELECTRICIAN (ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (BLOOMFIELD, FRANKLIN, HAMILTON, JEFFERSON, LICK, MADISON, SCIOTO, COAL, JACKSON, LIBERTY, MILTON & WASHINGTON TOWNSHIPS), PICKAWAY (DEER CREEK, PERRY, PICKAWAY, SALT CREEK & WAYNE TOWNSHIPS), PIKE (BEAVER, BENTON, JACKSON, MIFFLIN, PEBBLE, PEEPEE, PERRY, SEAL, CAMP CREEK, NEWTON, SCIOTO, SUNFISH, UNION & MARION TOWNSHIPS), ROSS, SCIOTO & VINTON (CLINTON, EAGLE, ELK, HARRISON, JACKSON, RICHLAND & SWAN TOWNSHIPS)) | $ 37.00 | 22.26 |

ELEC0648-001 09/01/2025

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)) | $ 30.50 | 18.23 |
| ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)) | $ 38.00 | 24.16 |

ELEC0673-004 05/26/2025

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES) | $ 33.81 | 21.47 |
| ELECTRICIAN (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES) | $ 41.17 | 24.58 |

ELEC0683-002 06/02/2025

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES) | $ 44.00 | 26.40 |
| ELECTRICIAN (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES) | $ 43.00 | 26.37 |

ELEC0688-003 05/30/2022

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (ASHLAND, CRAWFORD, HURON (RICHMOND, NEW HAVEN, RIPLEY & GREENWICH TOWNSHIPS), KNOX (LIBERTY, CLINTON, UNION, HOWARD, MONROE, MIDDLEBERRY, MORRIS, WAYNE, BERLIN, PIKE, BROWN & JEFFERSON TOWNSHIPS), MARION, MORROW, RICHLAND AND WYANDOT (SYCAMORE, CRANE, EDEN, PITT, ANTRIM & TYMOCHTEE TOWNSHIPS) COUNTIES) | $ 32.30 | 21.83 |

ELEC0972-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES) | $ 40.25 | 33.33 |
| ELECTRICIAN (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES) | $ 40.00 | 33.32 |

ELEC1105-001 05/27/2024

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (COSHOCTON, GUERNSEY, KNOX (JACKSON, CLAY, MORGAN, MILLER, MILFORD, HILLIAR, BUTLER, HARRISON, PLEASANT & COLLEGE TOWNSHIPS), LICKING, MUSKINGUM, PERRY, AND TUSCARAWAS (AUBURN, YORK, CLAY, JEFFERSON, RUSH, OXFORD, WASHINGTON, SALEM, PERRY & BUCKS TOWNSHIPS) COUNTIES) | $ 39.60 | 24.41 |

ENGI0018-003 05/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: GROUP 1- AIR COMPRESSOR ON STEEL ERECTION; BARRIER MOVING MACHINE; BOILER OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON A RIG; CABLEWAY; COMBINATION CONCRETE MIXER & TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY); CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR RUBBER OVER 4,000 LBS. CAPACITY; CRANES-SELF ERECTING, STATIONARY, TRACK OR TRUCK (ALL CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE (DIPPER, CLAM OR SUCTION); ELEVATING GRADER OR EUCLID LOADER; FLOATING EQUIPMENT (ALL TYPES); GRADALL; HELICOPTER CREW (OPERATOR-HOIST OR WINCH); HOE (ALL TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL WORK; HYDRAULIC GANTRY (LIFTING SYSTEM); INDUSTRIAL-TYPE TRACTOR; JET ENGINE DRYER (D8 OR D9) DIESEL TRACTOR; LOCOMOTIVE (STANDARD GAUGE); MAINTENANCE | | |

OPERATOR CLASS A; MIXER, PAVING (SINGLE OR DOUBLE DRUM); MUCKING MACHINE; MULTIPLE SCRAPER; PILEDRIVING MACHINE (ALL TYPES); POWER SHOVEL; PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE); REFRIGERATING MACHINE (FREEZER OPERATION); ROTARY DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24"" WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT; TUNNEL MACHINE AND/OR MINING MACHINE; WHEEL EXCAVATOR; AND ASPHALT PLANT ENGINEER (CLEVELAND DISTRICT ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....$ 45.63 16.41

POWER EQUIPMENT OPERATOR: GROUP 2- ASPHALT PAVER; AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH HOE ATTACHMENT GREATER THAN 7,000 LBS.; BORING MACHINE MORE THAN 48""; BULLDOZER; ENDLOADER; HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT LBS THRUST); HYDRO MILLING MACHINE; KOLMAN-TYPE LOADER (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING & TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER EQUIPMENT (SHUTTLE BUGGY) ASPHALT; PETTIBONE-RAIL EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT; ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES; TRENCH MACHINE (24"" WIDE & UNDER); VERMEER TYPE CONCRETE SAW; AND MAINTENANCE OPERATORS (PORTAGE AND SUMMIT COUNTIES ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....$ 45.53 16.41

POWER EQUIPMENT OPERATOR: GROUP 3- A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER (PORTAGE AND SUMMIT COUNTIES ONLY); BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4"" & OVER DISCHARGE); ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); WELDING MACHINES; AND RAILROAD TIE INSERTER/REMOVER; ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS $4.00 PER HOUR. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN,

MEDINA, PORTAGE, AND SUMMIT COUNTIES).....$ 44.49 16.41
POWER EQUIPMENT OPERATOR: GROUP 4- BACKFILLER;
BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING
MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48""
OR LESS); BULL FLOATS; BURLAP & CURING MACHINE;
CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE
SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER;
DECKHAND; FARM-TYPE TRACTOR WITH ATTACHMENTS
(HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING
EQUIPMENT (ALL TYPES); FORKLIFT; FORM TRENCHER;
HYDRO HAMMER EXPECT MASONARY; HYDRO SEEDER;
PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST
HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER;
POWER FORM HANDLING EQUIPMENT; ROAD WIDENING
TRENCHER; ROLLER (BRICK, GRADE & MACADAM);
SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER
SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING
SHEEPFOOT, ROLLER OR GRADER); AND VIBRATORY
COMPACTOR WITH INTEGRAL POWER. (ASHTABULA,
CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,
PORTAGE, AND SUMMIT COUNTIES).....$ 43.27 16.41
POWER EQUIPMENT OPERATOR: GROUP 5- COMPRESSOR
(PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON
(ASPHALT PLANT); GENERATOR; MASONRY FORK LIFT;
INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER
(ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER;
POWER SWEEPER & SCRUBBER; PUMP (UNDER 4""
DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON;
VAC/ALLS; CRANES - COMPACT, TRACK OR RUBBER UNDER
4,000 POUND CAPACITY; FUELING AND GREASING; AND
CHAINMEN. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA,
LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).$ 37.98 16.41
POWER EQUIPMENT OPERATOR: GROUP 6- MASTER MECHANIC
& BOOM FROM 150 TO 180. (ASHTABULA, CUYAHOGA,
ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND
SUMMIT COUNTIES).....$ 46.63 16.41
POWER EQUIPMENT OPERATOR: GROUP 7- BOOM FROM 180
AND OVER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA,
LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).$ 46.63 16.41
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ENGI0018-004 05/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR: GROUP 1- AIR COMPRESSOR
ON STEEL ERECTION; BARRIER MOVING MACHINE; BOILER
OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON
A RIG; CABLEWAY; COMBINATION CONCRETE MIXER &
TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY);
CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM
TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR

RUBBER OVER 4,000 LBS. CAPACITY;
CRANES-SELF-ERECTING, STATIONARY, TRACK OR TRUCK
(ALL CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE
(DIPPER, CLAM OR SUCTION); ELEVATING GRADER OR
EUCLID LOADER; FLOATING EQUIPMENT (ALL TYPES);
GRADALL; HELICOPTER CREW (OPERATOR-HOIST OR WINCH);
HOE (ALL TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL
WORK; HYDRAULIC GANTRY (LIFTING SYSTEM);
INDUSTRIAL-TYPE TRACTOR; JET ENGINE DRYER (D8 OR
D9) DIESEL TRACTOR; LOCOMOTIVE (STANDARD GAUGE);
MAINTENANCE OPERATOR CLASS A; MIXER, PAVING 9SINGLE
OR DOUBLE DRUM); MUCKING MACHINE; MULTIPLE SCRAPER;
PILEDRIVING MACHINE (ALL TYPES); POWER SHOVEL;
PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL
TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE);
REFRIGERATING MACHINE (FREEZER OPERATORON); ROTARY
DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT
WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER
DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24'
WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT;
TUNNEL MACHINE AND/OR MINING MACHINE; AND WHEEL
EXCAVATOR. (ADAMS, ALLEN, ASHLAND, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL,
CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON,
CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,
FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON,
HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON,
JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS,
MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE,
OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE,
PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND
YANDOT COUNTIES).....$ 44.14 16.41
POWER EQUIPMENT OPERATOR: GROUP 2- ASPHALT PAVER;
AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI
TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH
HOE ATTACHMENT GREATER THAN 7,000 LBS.; BORING
MACHINE MRE THAN 48""; BULLDOZER; ENDLOADER; HYDRO
MILLING MACHINE; HORIZONTAL DIRECTIONAL DRILL (OVER
50,000 FT. LBS. THURUST); KOLMAN-TYPE LOADER
(PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING &
TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL
GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER
EQUIPMENT (SHUTTLE BUGGY); ASHPHALT; PETTIBONE-RAIL
EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT;
ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES;
TRENCH MACHINE (24' WIDE & UNDER); AND VERMEER TYPE

CONCRETE SAW. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 44.02 16.41

POWER EQUIPMENT OPERATOR: GROUP 3- A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER; BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4' & OVER DISCHARGE); RAILROAD TIE INSERTER/REMOVER; ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); AND WELDING MACHINES: ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS $4.00 PER HOUR). (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 42.98 16.41

POWER EQUIPMENT OPERATOR: GROUP 4- BACKFILLER; BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48' OR LESS); BULL FLOATS; BURLAP & CURING MACHINE; CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER;

DECKHAND; FARM-TYPE TRACTOR WITH ATTACHMENTS (HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING EQUIPMENT (ALL TYPES); FORK LIFT; FORM TRENCHER; HYDRO HAMMER EXCEPT MASONARY; HYDRO SEEDER; PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER; POWER FORM HANDLING EQUIPMENT; ROAD WIDENING TRENCHER; ROLLER (BRICK, GRADE, & MACADAM); SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING SHEEPFOOT, ROLLER OR GRADER); AND VIBRATORY COMPACTOR WITH INTEGRAL POWER. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 41.80 16.41

POWER EQUIPMENT OPERATOR: GROUP 5- COMPRESSOR (PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON (ASPHALT PLANT); GENERATOR; MASONARY FORKLIFT; INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER (ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER; POWER SWEEPER & SCRUBBER; PUMP (UNDER 4' DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON; VAC/ALLS; CRANES-COMPACT, TRACK OR RUBBER UNDER 4,000 POUND CAPACITY; FUELING AND GREASING; AND CHAINMEN. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 36.34 16.41

POWER EQUIPMENT OPERATOR: GROUP 6- MASTER MECHANIC & BOOM FROM 150 TO 180. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 45.14 16.41

POWER EQUIPMENT OPERATOR: GROUP 7- BOOM FROM 180 AND OVER. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 45.14 16.41

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ENGI0066-023 06/01/2023

| | Rates | Fringes |
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| POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 1- RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES) | $ 37.19 | 24.30 |

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 2 - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED;

CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 36.92 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 3 - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE,

SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 32.06 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 4 - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 28.77 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 5 - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 25.94 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - A & B - RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 44.63 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - A & B - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY

& MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 44.30 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - A & B - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 38.47 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - A & B - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER

DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).$ 34.52 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - A & B - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 31.13 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - C & D - RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 40.91 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - C & D - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE;

REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 40.61 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - C & D - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 35.27 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - C & D - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).$ 31.65 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - C & D - BRAKEPERSON;

FIREPERSON; & OILER. (COLUMBIANA, MAHONING &
TRUMBULL COUNTIES).....$ 28.53 24.30
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IRON0017-002 05/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER: ORNAMENTAL, REINFORCING, & STRUCTURAL (ASHTABULA (NORTH OF ROUTE 6, STARTING AT THE GEAUGA COUNTY LINE, PROCEEDING EAST TO STATE ROUTE 45), CUYAHOGA, ERIE (EASTERN 2/3), GEAUGA, HURON (EAST OF A LINE DRAWN FROM THE NORTH BORDER THROUGH MONROEVILLE & WILLARD), LAKE, LORAIN, MEDINA (NORTH OF OLD RTE. #224), PORTAGE (WEST OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD), AND SUMMIT (NORTH OF OLD RTE. #224, INCLUDING CITY LIMITS OF BARBERTON) COUNTIES)..... | $ 36.83 | 29.01 |

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IRON0017-010 05/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER: STRUCTURAL, INCLUDING METAL BUILDING ERECTION & REINFORCING (ASHTABULA (EASTERN PART FROM LAKE ERIE ON THE NORTH TO ROUTE #322 ON THE SOUTH TO INCLUDE CONNEAUT, KINGSVILLE, SHEFFIELD, DENMARK, DORSET, CHERRY VALLEY, WAYNE, MONROE, PIERPONT, RICHMOND, ANDOVER & WILLIAMSFIELD TOWNSHIPS))..... | $ 36.83 | 29.01 |

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IRON0044-001 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, REINFORCING (ADAMS (WESTERN PART), BROWN, BUTLER (SOUTHERN PART), CLERMONT, CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) AND WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE) COUNTIES)..... | $ 38.27 | 23.90 |

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IRON0044-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER: FENCE ERECTOR (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN | | |

FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE))..... $ 35.88 23.90
IRONWORKER: ORNAMENTAL; STRUCTURAL (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE))..... $ 37.77 23.90

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IRON0055-003 07/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER: ALL OTHER WORK (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30)) | $ 29.77 | 21.30 |
| IRONWORKER: FENCE ERECTOR (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE | | |

#696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))..... $ 29.77 21.30

IRONWORKER: FLAT ROAD MESH (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))..... $ 26.40 24.62

IRONWORKER: TUNNES & CAISSONS UNDER PRESSURE (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))..... $ 35.50 29.20

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IRON0147-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER (ALLEN (NORTHERN HALF), DEFIANCE (NORTHERN PART, EXCLUDING SOUTH OF A LINE DRAWN | | |

FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), MERCER (NORTHERN HALF), PAULDING, PUTNAM (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOUTHERN BORDER), VAN WERT, AND WILLIAMS (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER) COUNTIES).....$ 38.00 26.39

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IRON0172-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER (CHAMPAIGN (EASTERN ONE-THIRD), CLARK (EASTERN ONE-FOURTH), COSHOCTON (WEST OF A LINE BEGINNING AT THE NORTHWESTERN COUNTY LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTHERN COUNTY LINE), CRAWFORD (SOUTH OF RTE. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (EXCLUDING A LINE DRAWN FROM ROUNDHEAD TO MAYSVILLE), HIGHLAND (EASTERN ONE-FIFTH), HOCKING, JACKSON (NORTHERN HALF), KNOX, LICKING, LOGAN (EASTERN ONE-THIRD), MADISON, MARION, MORROW, MUSKINGUM (WEST OF A LINE | $ 40.87 | 23.15 |

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IRON0207-004 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER: LAYOUT; SHEETER (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL) | $ 37.26 | 28.16 |
| IRONWORKER: ORNAMENTAL; REINFORCING; STRUCTURAL (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL) | $ 36.26 | 28.16 |

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IRON0290-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER (ALLEN (SOUTHERN HALF), AUGLAIZE, BUTLER (NORTH OF A LINE DRAWN FROM EAST TO THE WEST COUNTY LINE GOING THROUGH OXFORD, DARRTOWN & WOODSDALE), CHAMPAIGN (EXCLUDING EAST OF A LINE DRAWN FROM CATAWLA TO THE POINT WHERE #68 INTERSECTS THE NORTHERN COUNTY LINE), CLARK | | |

(WESTERN TWO-THIRDS), CLINTON (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), DARKE, GREENE, HIGHLAND (INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG & FROM THE NORTHERN COUNTY LINE THROUGH EAST MONROE TO MARSHALL), LOGAN (WEST OF A LINE DRAWN FROM WEST LIBERTY TO WHERE THE NORTHERN COUNTY LINE MEETS THE WESTERN COUNTY LINE OF HARDIN), MERCER (SOUTHERN HALF), MIAMI, MONTGOMERY, PREBLE, SHELBY, & WARREN (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WESTERN COUNTY LINE) COUNTIES).....$ 37.39 25.35

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IRON0549-003 12/01/2022

| | Rates | Fringes |
|---|---|---|
| IRONWORKER (BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (EXCLUDING PORTION WEST OF A LINE STARTING AT ADAMS MILL GOING TO ADAMSVILLE AND GOING FROM ADAMSVILLE THROUGH BLUE ROCK TO THE SOUTH BORDER)) | $ 35.19 | 25.66 |

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IRON0550-004 05/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKERS: STRUCTURAL, ORNAMENTAL AND REINFORCING (ASHLAND, CARROLL, COLUMBIANA (W. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), COSHOCTON (E. OF A LINE BEGINNING AT NW CO. LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTH CO. LINE), HOLMES, HURON (S. OF OLD RTE. #224), MAHONING (S. OF OLD RTE. #224), MEDINA (S. OF OLD RTE. #224), PORTAGE (S. OF OLD RTE. #224), RICHLAND, STARK, SUMMIT (S. OF OLD RTE. #224, EXCLUDING CITY LIMITS OF BARBERTON), TUSCARAWAS, & WAYNE) | $ 34.70 | 22.88 |

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IRON0769-004 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER (ADAMS (EASTERN HALF), GALLIA, JACKSON (SOUTHERN HALF), LAWRENCE & SCIOTO) | $ 39.70 | 29.59 |

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IRON0787-003 06/01/2025

| | Rates | Fringes |
|---|---|---|
| IRONWORKER (ATHENS, MEIGS, MORGAN, NOBLE, AND WASHINGTON COUNTIES) | $ 36.10 | 24.65 |

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LABO0265-008 05/01/2024

| | Rates | Fringes |
|---|---|---|

LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO).....$ 35.52 14.45

LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....$ 37.18 14.45

LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES).....$ 35.95 14.45

LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR

MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT
STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER
MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL
OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING
MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED
PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4"" &
UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE
(LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM
PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW
PERSON; CUTTING WITH BURNING TORCH; FORM SETTER;
HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER
(WITHOUT AIR) & CAISSON; UNDERGROUND PERSON
(WORKING IN SEWER AND WATERLINE, CLEANING,
REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE
PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL
LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE
SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE
RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE
OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO)..$ 35.69 14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER;
KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS,
ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR
MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT
STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER
MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL
OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING
MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED
PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4"" &
UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE
(LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM
PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW
PERSON; CUTTING WITH BURNING TORCH; FORM SETTER;
HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER
(WITHOUT AIR) & CAISSON; UNDERGROUND PERSON
(WORKING IN SEWER AND WATERLINE, CLEANING,
REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE
PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL
LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE
SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE
RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE
OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE
COUNTIES).....$ 37.35 14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER;
KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS,
ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR
MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT
STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER
MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL
OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING
MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED

PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4"" &
UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE
(LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM
PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW
PERSON; CUTTING WITH BURNING TORCH; FORM SETTER;
HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER
(WITHOUT AIR) & CAISSON; UNDERGROUND PERSON
(WORKING IN SEWER AND WATERLINE, CLEANING,
REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE
PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL
LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE
SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE
RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE
OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON,
LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..$ 36.12 14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON;
TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY
PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A);
CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH
AIR-PRESSURIZED - $1.00 PREMIUM); CURB SETTER &
CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER;
WATERLINE; AND CAULKER. TUNNEL LABORER WITH
AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL
PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
SIGNALING. (REMAINING COUNTIES OF OHIO) .....$ 36.02 14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON;
TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY
PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A);
CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH
AIR-PRESSURIZED - $1.00 PREMIUM); CURB SETTER &
CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER;
WATERLINE; AND CAULKER. TUNNEL LABORER WITH
AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL
PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES) ....$ 37.68 14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON;
TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY
PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A);
CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH
AIR-PRESSURIZED - $1.00 PREMIUM); CURB SETTER &
CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER;
WATERLINE; AND CAULKER. TUNNEL LABORER WITH
AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL
PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS,
MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK,

SUMMIT, TRUMBULL & WOOD COUNTIES).....$ 36.45 14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED -
$1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL
LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE
SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE
RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE
OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON,
LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..$ 36.90 14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED -
$1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL
LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE
SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE
RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE
OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO) ..$ 36.47 14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED -
$1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL
LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE
SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE
RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE
OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE
COUNTIES).....$ 38.13 14.45
LABORER: SEWAGE PLANTS, WASTE PLANTS, WATER
TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL
PLANTS CONSTRUCTION. (CUYAHOGA AND GEAUGA COUNTIES
ONLY).....$ 38.56 14.45
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PAIN0006-002 05/01/2023

| | Rates | Fringes |
|---|---|---|
| PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)) | $ 30.75 | 18.95 |
| PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)) | $ 31.15 | 18.95 |
| PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 3- SPRAY PAINTING; CLOSED STEEL ABOVE 55 FEET; BRIDGES & OPEN STRUCTURAL STEEL; TANKS - WATER TOWERS; BRIDGE PAINTERS; BRIDGE RIGGERS; CONTAINMENT BUILDERS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)) | $ 31.45 | 18.95 |
| PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 4- BRIDGE BLASTER (ASHTABULA, | | |

CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)) .....$ 37.01 18.95
PAINTER- COMMERCIAL REPAINT GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE))..... $ 29.25 18.95
PAINTER- COMMERCIAL REPAINT GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE))..... $ 29.65 18.95
PAINTER- COMMERCIAL REPAINT GROUP 3- SPRAY PAINTING. $ 29.95 18.95

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PAIN0007-002 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PAINTER: NEW COMMERCIAL WORK: GROUP 1- BRUSH; SPRAY & SANDBLASTING POT TENDER. (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)..... | $ 33.66 | 23.88 |
| PAINTER: NEW COMMERCIAL WORK: GROUP 2- REFINERIES & REFINERY TANKS; SURFACES 30 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)..... | $ 34.66 | 23.88 |
| PAINTER: NEW COMMERCIAL WORK: GROUP 3- SWING STAGE & CHAIR (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)..... | $ 34.66 | 23.88 |
| PAINTER: NEW COMMERCIAL WORK: GROUP 4- LEAD ABATEMENT (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)..... | $ 34.66 | 23.88 |
| PAINTER: NEW COMMERCIAL WORK: GROUP 5- ALL METHODS OF SPRAY (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)..... | $ 34.66 | 23.88 |

PAINTER: NEW COMMERCIAL WORK: GROUP 6- SOLVENT-BASED CATALIZED EPOXY MATERIALS OF 2 OR MORE COMPONENT MATERIALS, TO INCLUDE SOLVENT-BASED CONVERSION VARNISH (EXCLUDING WATER BASED) (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES).....$ 34.66 23.88

PAINTER: NEW COMMERCIAL WORK: GROUP 7- SPRAY SOLVENT BASED MATERIAL; SAND & ABRASIVE BLASTING (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES).....$ 34.66 23.88

PAINTER: NEW COMMERCIAL WORK: GROUP 8- TOWERS; TANKS; BRIDGES; STACKS OVER 30 FEET (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES).....$ 34.66 23.88

PAINTER: NEW COMMERCIAL WORK: GROUP 9- EPOXY SPRAY (EXCLUDING WATER BASED) (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES).....$ 34.66 23.88

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PAIN0012-008 05/01/2019

| | Rates | Fringes |
|---|---|---|
| PAINTER: GROUP 1- BRIDGE EQUIPMENT TENDER; BRIDGE/CONTAINMENT BUILDER (BUTLER COUNTY).....$ | 21.95 | 10.20 |
| PAINTER: GROUP 2- BRUSH & ROLLER (BUTLER COUNTY)....$ | 25.30 | 10.20 |
| PAINTER: GROUP 3- SPRAY (BUTLER COUNTY).....$ | 25.80 | 10.20 |
| PAINTER: GROUP 4- SANDBLASTING; & WATERBLASTING (BUTLER COUNTY).....$ | 26.05 | 10.20 |
| PAINTER: GROUP 5- ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE; & LEAD ABATEMENT (BUTLER COUNTY).....$ | 26.30 | 10.20 |

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PAIN0012-010 05/01/2019

| | Rates | Fringes |
|---|---|---|
| PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGE EQUIPMENT TENDER AND CONTAINMENT BUILDER (BROWN, CLERMONT, HAMILTON & WARREN).....$ | 21.95 | 10.20 |

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|---|---|---|
| PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING BRIDGES WHEN HIGHEST POINT OF CLEARANCE IS 60 FEET OR MORE; & LEAD ABATEMENT PROJECTS (BROWN, CLERMONT, HAMILTON & WARREN) | $ 26.30 | 10.20 |
| PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING BRUSH & ROLLER (BROWN, CLERMONT, HAMILTON & WARREN) | $ 25.30 | 10.20 |
| PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING SANDBLASTING & HOPPER TENDER; WATER BLASTING (BROWN, CLERMONT, HAMILTON & WARREN) | $ 26.05 | 10.20 |
| PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING SPRAY (BROWN, CLERMONT, HAMILTON & WARREN) | $ 25.80 | 10.20 |

PAIN0093-001 12/01/2024

| | Rates | Fringes |
|---|---|---|
| PAINTER: BRIDGES; LOCKS; DAMS; TENSION TOWERS; & ENERGIZED SUBSTATIONS (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES) | $ 36.44 | 24.46 |
| PAINTER: POWER GENERATING FACILITIES (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES) | $ 33.29 | 24.46 |

PAIN0249-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| PAINTER: GROUP 1: BRUSH & ROLLER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 29.15 | 13.97 |
| PAINTER: GROUP 2: SWING, SCAFFOLD BRIDGES; STRUCTURAL STEEL; OPEN ACID TANK; HIGH TENSION ELECTRICAL EQUIPMENT; & HOT PIPES (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 33.09 | 13.97 |
| PAINTER: GROUP 3: SPRAY; SANDBLAST; STEAMCLEAN; LEAD ABATEMENT (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 29.90 | 13.97 |
| PAINTER: GROUP 4: STEEPLEJACK WORK (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 30.10 | 13.97 |
| PAINTER: GROUP 5: COAL TAR (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 30.65 | 13.97 |
| PAINTER: GROUP 6: BRIDGE EQUIPMENT TENDER & OR CONTAINMENT BUILDER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 37.86 | 13.97 |
| PAINTER: GROUP 7: TANKS, STACKS & TOWERS (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 33.86 | 13.97 |
| PAINTER: GROUP 8: BRIDGE BLASTER, RIGGER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 40.86 | 13.97 |

PAIN0356-002 09/01/2009

| | Rates | Fringes |
|---|---|---|
| PAINTER: BRIDGE EQUIPMENT TENDERS AND CONTAINMENT BUILDERS (KNOX, LICKING, MUSKINGUM, AND PERRY) | $ 27.93 | 7.25 |
| PAINTER: BRIDGES; BLASTERS; AND RIGGERS (KNOX, LICKING, MUSKINGUM, AND PERRY) | $ 34.60 | 7.25 |
| PAINTER: BRUSH AND ROLLER (KNOX, LICKING, MUSKINGUM, AND PERRY) | $ 20.93 | 7.25 |
| PAINTER: SANDBLASTING; STEAM CLEANING; WATERBLASTING; AND HAZARDOUS WORK (KNOX, LICKING, MUSKINGUM, AND PERRY) | $ 25.82 | 7.25 |
| PAINTER: SPRAY (KNOX, LICKING, MUSKINGUM, AND PERRY) | $ 21.40 | 7.25 |
| PAINTER: STRUCTURAL STEEL AND SWING STAGE (KNOX, LICKING, MUSKINGUM, AND PERRY) | $ 25.42 | 7.25 |
| PAINTER: TANKS; STACKS; AND TOWERS (KNOX, LICKING, MUSKINGUM, AND PERRY) | $ 28.63 | 7.25 |

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PAIN0438-002 12/01/2023

| | Rates | Fringes |
|---|---|---|
| PAINTER: BRIDGES, LOCKS, DAMS, TENSION TOWERS & ENERGIZED SUBSTATIONS (BELMONT, HARRISON AND JEFFERSON COUNTIES) | $ 36.09 | 19.49 |
| PAINTER: POWER GENERATING FACILITIES (BELMONT, HARRISON AND JEFFERSON COUNTIES) | $ 32.94 | 19.49 |

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PAIN0476-001 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PAINTER: GROUP 1- PAINTERS, BRUSH & ROLLER (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES) | $ 30.64 | 18.36 |
| PAINTER: GROUP 2- BRIDGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES) | $ 40.27 | 18.36 |
| PAINTER: GROUP 3- STRUCTURAL STEEL (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES) | $ 40.27 | 18.36 |
| PAINTER: GROUP 4- SPRAY, EXCEPT BAR JOIST/DECK (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES) | $ 31.14 | 18.36 |
| PAINTER: GROUP 5- EPOXY/MASTIC; SPRAY- BAR JOIST/DECK; WORKING ABOVE 50 FEET; AND SWINGSTAGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES) | $ 31.29 | 18.36 |
| PAINTER: GROUP 6- TANKS; SANDBLASTING (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES) | $ 35.27 | 18.36 |
| PAINTER: GROUP 7- TOWERS; STACKS (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES) | $ 32.64 | 18.36 |

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PAIN0555-002 01/01/2025

| | Rates | Fringes |
|---|---|---|

PAINTER: GROUP 1- CONTAINMENT BUILDER (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....$ 33.32 21.54
PAINTER: GROUP 2- BRUSH; ROLLER; POWER TOOLS, UNDER 40 FEET (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)..$ 35.02 21.54
PAINTER: GROUP 3- SAND BLASTING; SPRAY; STEAM CLEANING; PRESSURE WASHING; EPOXY & TWO COMPONENT MATERIALS; LEAD ABATEMENT; HAZARDOUS WASTE; TOXIC MATERIALS; BULK & STORAGE TANKS OF 25,000 GALLON CAPACITY OR MORE; ELEVATED TANKS (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....$ 36.72 21.54
PAINTER: GROUP 4- STACKS; BRIDGES (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....$ 40.03 21.54

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PAIN0639-001 05/01/2011

| | Rates | Fringes |
|---|---|---|
| SIGN PAINTER & ERECTOR FOOTNOTES: A. 7 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY & 1 FLOATING DAY B. VACATION PAY: AFTER 1 YEAR'S SERVICE - 5 DAYS' PAID VACATION; AFTER 2, BUT LESS THAN 10 YEARS' SERVICE - 10 DAYS' PAID VACATION; AFTER 10, BUT LESS THAN 20 YEARS' SERVICE - 15 DAYS' PAID VACATION; AFTER 20 YEARS' SERVICE - 20 DAYS' PAID VACATION C. FUNERAL LEAVE UP TO 3 DAYS MAXIMUM PAID LEAVE FOR DEATH OF MOTHER, FATHER, BROTHER, SISTER, SPOUSE, CHILD, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENT AND INLAW PROVIDED EMPLOYEE ATTENDS FUNERAL..... | $ 20.61 | 3.50 |

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PAIN0788-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| PAINTER: BRUSH & ROLLER (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR $.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). $1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL | | |

WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES
MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND
TOWERS OVER 40 FEET IN HEIGHT.....$ 29.13 17.52
PAINTER: STRUCTURAL STEEL (ASHLAND, CRAWFORD, ERIE,
HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY,
BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE,
DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE,
FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY,
SENECA & WYANDOT) WINTER REPAINT: BETWEEN
DECEMBER 1 TO MARCH 31 - 90%JR $.50 PER HOUR
SHALL BE ADDED TO THE RATE OF PAY FOR THE
CLASSIFICATION OF WORK: WHILE WORKING
SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND
HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS,
SANDBLASTING, COBBLASTING AND HIGH PRESSURE
WATERBLASTING (4000PSI). $1.00 PER HOUR SHALL
BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION
OF WORK: FOR THE APPLICATION OF CATALIZED
EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED
HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL
WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES
MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND
TOWERS OVER 40 FEET IN HEIGHT.....$ 30.73 17.52
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PAIN0813-005 12/01/2008

| | Rates | Fringes |
|---|---|---|
| PAINTER: BASE RATE (GALLIA, LAWRENCE, MEIGS & VINTON) | $ 24.83 | 10.00 |
| PAINTER: BRIDGES, LOCKS, DAMS & TENSION TOWERS (GALLIA, LAWRENCE, MEIGS & VINTON) | $ 27.83 | 10.00 |

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PAIN0841-001 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PAINTERS: GROUP 1- BRUSH, ROLLER & PAPERHANGER (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES) | $ 31.93 | 18.15 |
| PAINTERS: GROUP 2- EPOXY APPLICATION (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES) | $ 32.58 | 18.15 |
| PAINTERS: GROUP 3- SWING SCAFFOLD, BOSUM CHAIR, & WINDOW JACK (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES) | $ 32.68 | 18.15 |
| PAINTERS: GROUP 4- SPRAY GUN OPERATOR OF ANY & ALL COATINGS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING | | |

OHIO TURNPIKE) COUNTIES).....$ 32.78 18.15
PAINTERS: GROUP 5- SANDBLAST, PAINTING OF STANDPIPES, ETC. FROM SCAFFOLDS, BRIDGE WORK AND/OR OPEN STRUCTURAL STEEL, STANDPIPES AND/OR WATER TOWERS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....$ 33.18 18.15
PAINTERS: GROUP 6- PUBLIC & COMMERCE TRANSPORTATION, STEEL OR GALVANIZED, BRIDGES, TUNNELS & RELATED SUPPORT ITEMS (CONCRETE) (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....$ 38.60 18.15
PAINTERS: GROUP 7- SYNTHETIC EXTERIOR, DRYWALL FINISHER AND/OR TAPER, DRYWALL FINISHER AND FOLLOW-UP MAN USING AUTOMATIC TOOLS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....$ 33.18 18.15
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PAIN0841-002 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PAINTER: BRIDGES; TOWERS, POLES & STACKS; SANDBLASTING STEEL; STRUCTURAL STEEL & METALIZING (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE) | $ 33.18 | 18.15 |
| PAINTER: BRUSH & ROLLER (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE) | $ 31.93 | 18.15 |
| PAINTER: SPRAY; TANK INTERIOR & EXTERIOR (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE) | $ 32.78 | 18.15 |

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PAIN1020-002 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PAINTER: BRUSH & ROLLER (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM | $ 27.59 | 18.54 |
| PAINTER: DRYWALL FINISHING & TAPING (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES): LL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR | | |

PRODUCTS - $1.00 PREMIUM.....$ 28.34 18.54
PAINTER: LEAD ABATEMENT (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 29.34 18.54
PAINTER: SPRAY, SANDBLASTING PRESSURE CLEANING, & REFINERY (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 28.34 18.54
PAINTER: SWING STAGE, CHAIR, SPIDERS, & CHERRY PICKERS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 27.84 18.54
PAINTER: WALLCOVERINGS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 28.34 18.54

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PAIN1275-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| PAINTER: BRIDGES (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)..... | $ 37.26 | 15.16 |
| PAINTER: BRUSH; ROLLER (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)..... | $ 30.20 | 15.16 |
| PAINTER: SANDBLASTING; STEAMCLEANING; WATERBLASTING (3500 PSI OR OVER)& HAZARDOUS WORK (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)..... | $ 32.35 | 15.16 |
| PAINTER: SPRAY (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)..... | $ 32.15 | 15.16 |
| PAINTER: STACKS; TANKS; & TOWERS (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)..... | $ 34.46 | 15.16 |

| | | |
|---|---|---|
| PAINTER: STRUCTURAL STEEL & SWING STAGE (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION) | $ 30.50 | 15.16 |

PLAS0109-001 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLASTERER (MEDINA, PORTAGE, STARK, AND SUMMIT COUNTIES) | $ 33.00 | 23.83 |

PLAS0109-003 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLASTERER (CARROLL, HOLMES, TUSCARAWAS, AND WAYNE COUNTIES) | $ 33.00 | 23.83 |

PLAS0132-002 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PLASTERER (BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES) | $ 31.35 | 17.65 |

PLAS0404-002 05/01/2018

| | Rates | Fringes |
|---|---|---|
| PLASTERER (ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES) | $ 29.63 | 17.11 |

PLAS0404-003 05/01/2018

| | Rates | Fringes |
|---|---|---|
| PLASTERER (LORAIN COUNTY) | $ 28.86 | 17.11 |

PLAS0526-022 05/01/2018

| | Rates | Fringes |
|---|---|---|
| PLASTERER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES) | $ 28.86 | 17.11 |

PLAS0526-023 05/01/2018

| | Rates | Fringes |
|---|---|---|
| PLASTERER (BELMONT, HARRISON, AND JEFFERSON COUNTIES) | $ 28.21 | 17.11 |

PLAS0886-001 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PLASTERER (FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, AND WOOD COUNTIES) | $ 36.65 | 25.60 |

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PLAS0886-003 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PLASTERER (DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, AND SENECA) | $ 36.65 | 25.60 |

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PLAS0886-004 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PLASTERER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, AND VAN WERT) | $ 35.29 | 23.07 |

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PLUM0042-002 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER (ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT) | $ 43.02 | 26.45 |

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PLUM0050-002 06/30/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD) | $ 51.00 | 32.56 |

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PLUM0055-003 05/05/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. OF RTE. #18 & SMITH ROAD) & SUMMIT (N. OF RTE. #303, INCLUDING THE CORPORATE LIMITS OF THE CITY OF HUDSON)) | $ 44.86 | 30.03 |

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PLUM0083-001 07/01/2023

| | Rates | Fringes |
|---|---|---|
| PLUMBER AND STEAMFITTER (BELMONT & MONROE (NORTH OF RTE. #78)) | $ 35.94 | 37.35 |

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PLUM0094-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER (CARROLL (NORTHEN HALF), STARK, AND WAYNE COUNTIES) | $ 47.48 | 27.14 |

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PLUM0120-002 05/01/2025

| | Rates | Fringes |
|---|---|---|

| | | |
|---|---|---|
| PIPEFITTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (THE C.E.I. POWER HOUSE IN AVON LAKE), MEDINA (N. OF RTE. #18) & SUMMIT (N. OF #303)) | $ 49.17 | 28.55 |

PLUM0162-002 06/01/2024

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER (CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE) | $ 43.05 | 27.18 |

PLUM0168-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER (MEIGS, MONROE (SOUTH OF RTE. #78), MORGAN (SOUTH OF RTE. #78) & WASHINGTON) | $ 40.92 | 37.20 |

PLUM0189-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER (DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION) | $ 53.00 | 27.59 |

PLUM0219-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER AND STEAMFITTER (MEDINA (RTE. #18 FROM EASTERN EDGE OF MEDINA CO., WEST TO EASTERN CORPORATE LIMITS OF THE CITY OF MEDINA, & ON THE COUNTY ROAD FROM THE WEST CORPORATE LIMITS OF MEDINA RUNNING DUE WEST TO AND THROUGH COMMUNITY OF RISLEY TO THE WESTERN EDGE OF MEDINA COUNTY - ALL TERRITORY SOUTH OF THIS LINE), PORTAGE, AND SUMMIT (S. OF RTE. #303) COUNTIES) | $ 46.87 | 28.39 |

PLUM0392-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER (BROWN, BUTLER, CLERMONT, HAMILTON & WARREN) | $ 43.30 | 27.40 |

PLUM0396-001 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER (COLUMBIANA (EXCLUDING WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TWP. - SECS. 35 & 36 - WEST OF COUNTY ROAD #427), MAHONING AND TRUMBULL COUNTIES) | $ 40.55 | 29.25 |

PLUM0495-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER (CARROLL (ROSE, MONROE, UNION, LEE, ORANGE, PERRY & LOUDON TOWNSHIPS), COLUMBIANA (WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TOWNSHIP, SECS. 35 & 36, WEST OF COUNTY RD. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (SOUTH TO STATE RTE. #78 & FROM MCCONNELSVILLE WEST ON STATE RTE. #37 TO THE PERRY COUNTY LINE), MUSKINGUM, NOBLE, AND TUSCARAWAS COUNTIES) | $ 39.32 | 37.60 |

PLUM0577-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER (ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON) | $ 42.65 | 28.56 |

PLUM0776-002 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER, PIPEFITTER, STEAMFITTER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY AND VAN WERT COUNTIES) | $ 42.76 | 30.81 |

TEAM0377-003 05/01/2025

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER: GROUP 1- ASPHALT DISTRIBUTOR; BATCH; 4- WHEEL SERVICE; 4-WHEEL DUMP; OIL DISTRIBUTOR & TANDEM (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE) | $ 34.26 | 18.85 |
| TRUCK DRIVER: GROUP 2- TRACTOR-TRAILER COMBINATION: FUEL; POLE TRAILER; READY MIX; SEMI-TRACTOR; & ASPHALT OIL SPRAYBAR MAN WHEN OPERATED FROM CAB; 5 AXLES & OVER; BELLY DUMP; END DUMP; ARTICULATED DUMP; HEAVY DUTY EQUIPMENT; LOW BOY; & TRUCK MECHANIC (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE) | $ 35.26 | 18.85 |

TEAM0436-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER: GROUP 1- STRAIGHT & DUMP, STRAIGHT FUEL (CUYAHOGA, GEAUGA & LAKE) | $ 34.92 | 19.30 |
| TRUCK DRIVER: GROUP 2- SEMI FUEL, SEMI TRACTOR, EUCLIDS, DARTS, TANK, ASPHALT SPREADERS, LOW BOYS, CARRY-ALL, TOURNA-ROCKERS, HI-LIFTS, EXTRA LONG | | |

TRAILERS, SEMI-POLE TRAILERS, DOUBLE HOOK-UP
TRACTOR TRAILERS INCLUDING TEAM TRACK & RAILROAD
SIDING, SEMI-TRACTOR & TRI-AXLE TRAILER, TANDEM
TRACTOR & TANDEM TRAILER, TAG ALONG TRAILER,
EXPANDABLE TRAILER OR TOWING REQUIRING ROAD
PERMITS, READY-MIX (AGITATOR OR NON-AGITATOR), BULK
CONCRETE DRIVER, DRY BATCH TRUCK, ARTICULATED END
DUMP (CUYAHOGA, GEAUGA & LAKE).....$ 35.73 19.30

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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

# WAGE THEFT AND PAYROLL FRAUD DISCLOSURE

SUMMARY:

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

INSTRUCTIONS:

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

DEFINITIONS:

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported

payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

"Service Contract" means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

"Wage Theft" means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

**CHECK WHICHEVER IS APPLICABLE:**

(A) (  ) The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B) (  ) The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: _____

Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Date: _____

Ch.187

## MAYOR'S OFFICE OF EQUAL OPPORTUNITY

# CLEVELAND AREA BUSINESS CODE

# NOTICE TO BIDDERS
# &
# OEO SCHEDULES

**City of Cleveland**
**Justin Bibb, Mayor**

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**Tyson Mitchell, Director**
Office of Equal Opportunity

Revision Date: May 5, 2022

# EQUAL OPPORTUNITY CLAUSE

**(Section 187.22(b) C.O.)**

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

# MAYOR'S OFFICE OF EQUAL OPPORTUNITY

## PARTICIPATION INFORMATION FORM

(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

# 20% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity

Click on CSB/MBE/FBE Registry.

Rev jeh 031

# City of Cleveland
# Mayor's Office of Equal Opportunity

## Cleveland Area Business Code

## NOTICE TO BIDDERS

**1. Introduction:**

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

**2. Definitions:**

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

(a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.

(b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.

(c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.

(d) "City" means the City of Cleveland, Ohio.

(e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.

(f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.

(g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28. As of June 8, 2018, the geographic market identified in a disparity study purposes for MBE and FBE certification and contracting benefits includes Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio.

(h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.

(i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

(j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.

(k) "Director" means the Director of the Office of Equal Opportunity.

(l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.

(m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.

(n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.

(o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.

(p) "Local Producer" means a Person that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) A. grows food or fabricates goods, whether or not finished, from organic or raw materials;

B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;

C. supplies goods by performing a Commercially Useful Function; or

D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.

(q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.

(r) "Local Sustainable Business" means a Business Enterprise that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

(s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.

(t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.

(u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.

(v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.

(w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.

(x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

**3. Required OEO Schedules:**

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over $50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

**Schedule 1: PROJECT CONTACT INFORMATION FORM**

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

**Schedule 2: CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT**

Schedule 2, the CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT, identifies and verifies the certified MBE, FBE, and/or CSB subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete Schedule 2 for each and every certified MBE, FBE and/or CSB subcontractor that the Bidder or Proposer intends to use on the project. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding I dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 should be an actual dollar amount, and should not be a range of values or a percentage of the contract. If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

**Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Schedule 3, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, documents the non-certified subcontractors that the Bidder intends to use on the project. Schedule 3 must include the contact information for the subcontractor, the Spec Item and Type of Work or Materials the subcontractor is expected to provide for the project, and the value of the subcontract. All non-certified subcontractors must be listed on Schedule 3, but certified CSB, MBE and/or FBE Subcontractors that have already been listed on a Schedule 2 do not need to be included on Schedule 3. Schedule 3 must be signed by an authorized representative of the Bidder.

**Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

**4. Equal Employment Certification:**

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

(1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.

(2) Each affirmative action program shall contain placement goals as follows:

(i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or

adversely affect an individual's employment status for an unlawful discriminatory reason.

(ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.

(3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.

(4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.

(5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.

(6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.

(7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

**5. Good Faith Effort Evaluation**

The Office of Equal Opportunity will evaluate OEO Schedules submitted as part of a contract bid or proposal to determine whether or not the Bidder or Proposer has demonstrated a good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals established in the invitation to bid or request for proposal. OEO will submit this evaluation to the contracting City Department, which may consider the results of the evaluation in determining the lowest responsible bid submitted for the contract. The City of Cleveland may reject any bid where OEO has determined that the Bidder has not demonstrated a good faith effort to meet the subcontracting goals.

The City of Cleveland may award a contract to a Bidder who has not demonstrated a good faith effort to meet the subcontracting goals where the City determines that the bid otherwise remains the lowest responsible bid for the contract.

**6. CSB Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at https://cleveland.diversitycompliance.com/.

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB**) is a CSB headquartered within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

(1) It is a Small Business Enterprise;
(2) It has its principal office located physically in Cuyahoga County; and
(3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in Cuyahoga County.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: http://www.sba.gov/content/small-business-size-standards

## 7. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

| | |
|---|---|
| Construction Contracts: | **30% CSB Subcontractor Participation** |
| Professional Services Contracts: | **10% CSB Subcontractor Participation** |
| All Other Contracts: | **20% CSB Subcontractor Participation** |

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

## 8. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at https://cleveland.diversitycompliance.com/.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

(1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
(2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
(3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

(1) The Business Enterprise is owned, operated and controlled by one or more Females who

have at least 51% ownership;

(2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and

(3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

## 9. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that share that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.**

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

## 10. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

## 11. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

## 12. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

## 13. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.
A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from

CCSBs.

**14. CSB Evaluation Credits:**

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.
(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

**15. CSB Subcontracting Bid Discounts and Additional Retainage:**

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

**16. LPE and SUBE Certification:**

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at https://cleveland.diversitycompliance.com/.

**17. LPE and SUBE Bid Discounts:**

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.
A Bid Discount of two percent (2%) for bids received from SUBEs.

**18. LPE and SUBE Evaluation Credits:**

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.
An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

**19. Maximum Annual Subcontracting Program Benefit:**

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be

counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

**20. CSB/MBE/FBE Manufacturer and Supplier Participation:**

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials and adds value by substantially altering them before resale.

**Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process.** A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

(1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
(2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
(3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
(4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

**21. Joint Ventures:**

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

**22. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:**

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 2, the Certified MBE/FBE/CSB Subcontractor Participation Commitment.

**23. Subcontractor Participation Compliance Monitoring**

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the

course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at http://cleveland.diversitycompliance.com, or through a link on the Office of Equal Opportunity's website at http://city.cleveland.oh.us/oeo.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.

City of Cleveland
Office of Equal Opportunity
Schedules

# THE OEO SCHEDULES ARE NOW AVAILABLE AS FILLABLE PDF DOCUMENTS AT THE OFFICE OF EQUAL OPPORTUNITY WEBSITE.

# THIS IS THE PREFERRED FORMAT FOR SUBMITTING YOUR OEO SCHEDULES AS PART OF YOUR BID.

# WWW.CLEVELANDOHIO.GOV/OEO

Revision Date: May 5, 2022

**City of Cleveland**
**Office of Equal Opportunity**
**Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

☐ Is all requested contact information included?

☐ Is the form complete and signed?

Schedule 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

☐ Did you specify the total dollar amounts for each subcontract?

☐ Did you verify that each subcontractor is certified for the type of work to be performed?

☐ If applicable, has the re-subcontracting section been completed?

☐ Is the form complete and signed by the subcontractor?

Schedule 3: Schedule of Subcontractor Participation

☐ Did you specify the total dollar amount of the subcontract?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)

☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?

☐ Is the form complete and signed?

# City of Cleveland - Office of Equal Opportunity
## SCHEDULE 1: PROJECT CONTACT INFORMATION FORM

| | |
|---|---|
| Project Name: | |
| Bidder/Proposer Name: | |

**Part I: Bidder Information**

| | | | | | | |
|---|---|---|---|---|---|---|
| Contractor's Full Legal Name: | | | | | | |
| Contractor's Address: | | | | | Federal Tax ID Number (EIN): | |
| City: | | | | | State and Zip: | |
| Contractor's Principal Officer Name: | | | | | Phone Number: | |
| Contractor's Main Email Address: | | | | | | |
| Contractor's Authorized OEO Representative Name: | | | | | Phone Number: | |
| Authorized OEO Representative Email Address: | | | | | | |
| Are you Certified with the Office of Equal Opportunity? Check all that apply: | ☐ CSB | ☐ MBE | ☐ FBE | ☐ SUBE | ☐ LPE | ☐ SFP |

Signature: _____ Date: _____

Bidder/Proposer Representative:

_____

Title:

Revision Date: May 5, 2022

# City of Cleveland - Office of Equal Opportunity
## SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

| | |
|---|---|
| Project Name: | |
| Bidder/Proposer Name: | |

The subcontractor listed below is intended to fulfill the Minority-owned Business Enterprise (MBE), Female-owned Business Enterprise (FBE) and/or Cleveland-Area Small Business (CSB) participation goals established for this bid. Eligible subcontractors must be certified by the City of Cleveland Office of Equal Opportunity (OEO), both generally and for the specific type of work or supply furnished for the contract. The appropriate NAICS code should be included for the type of work listed below, or the bidder may not receive credit for the subcontractor's participation on the contract. **NOTE: Material Suppliers (not manufacturers) will receive credit for 60% of the value listed for its material supply subcontract amount in Part 4.**

| **Subcontractor:** |
|---|
| Address: |
| City, State, Zip: |
| OEO Compliance Contact: |
| Contact Email Address: |
| Contact Phone: |
| OEO Certification: CSB ☐ MBE ☐ FBE ☐ |
| Federal Tax ID#/EIN: |

| Part 1: Contract Spec Item # | Part 2: NAICS Code | Part 3: Type of Work Performed and/or Materials Supplied | Part 4: Subcontract Amount |
|---|---|---|---|
| | | | $ |
| | | | $ |
| | | | $ |
| | TOTAL | | $ |

The Bidder **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the Bidder may not substitute or shift subcontractors without written approval of the Director of OEO.

The undersigned subcontractor is confirming that it is certified as a MBE, FBE, and/or CSB firm with the Office of Equal Opportunity, and is certified in the appropriate category, defined by NAICS codes, to provide the goods or services listed above. Both undersigned parties agree that, if awarded a contract, they will enter into a written agreement confirming the intentions documented above.

**RE-SUBCONTRACTING**

The undersigned prospective subcontractor will re-subcontract work on this contract:

☐ **Yes** If Yes, the subcontractor must complete additional Schedule 2 and/or Schedule 3 forms documenting the resubcontracting of work to certified and/or non-certified subcontractors. Failure to do so will be considered a lack of good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals for this bid.

☐ **No**

| | | | |
|---|---|---|---|
| Authorized Bidder Representative: | | | |
| Signature: | | Date: | |

| | | | |
|---|---|---|---|
| Authorized Subcontractor Representative: | | | |
| Signature: | | Date: | |

# City of Cleveland - Office of Equal Opportunity
## SCHEDULE 3: Schedule of Subcontractor Participation

| | |
|---|---|
| Project Name: | |
| Bidder/Proposer Name: | |

List ALL PROSPECTIVE NON-CERTIFIED SUBCONTRACTORS and/or SUBCONSULTANTS expected to participate on this contract.

| **Subcontractor:** | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
|---|---|---|---|
| Address: | | | $ |
| City, State, Zip: | | | $ |
| Contact Email Address: | | | $ |
| Contact Phone: | | | $ |
| Federal Tax ID#/EIN: | TOTAL | | $ |
| **Subcontractor:** | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
| Address: | | | $ |
| City, State, Zip: | | | $ |
| Contact Email Address: | | | $ |
| Contact Phone: | | | $ |
| Federal Tax ID#/EIN: | TOTAL | | $ |
| **Subcontractor:** | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
| Address: | | | $ |
| City, State, Zip: | | | $ |
| Contact Email Address: | | | $ |
| Contact Phone: | | | $ |
| Federal Tax ID#/EIN: | TOTAL | | $ |
| **Subcontractor:** | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
| Address: | | | $ |
| City, State, Zip: | | | $ |
| Contact Email Address: | | | $ |
| Contact Phone: | | | $ |
| Federal Tax ID#/EIN: | TOTAL | | $ |
| | | | |

# City of Cleveland - Office of Equal Opportunity
# SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

| | |
|---|---|
| Project Name: | |
| Bidder/Proposer Name: | |

Note: Prime contractors are expected to make a good faith effort to utilize CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in identifiying and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

## Section A:

Please check one of the following:

☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.

☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

**If Box 1 is checked,** no further documentation is necessary. **Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.**

## Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

☐ 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

| CONTACTED CONTRACTOR | PROPOSED WORK/SUPPLIES | REASON FOR UNAVAILABLITY | DATE OF CONTACT | DATE RESPONSE RECEIVED |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

☐ 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page**.

| | | | |
|---|---|---|---|
| Authorized Representative: | | | |
| Signature: | | Date: | |

Revision Date: May 5, 2022

# SCHEDULE 4
# CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

REASONS FOR **CSB/MBE/FBE** SUBCONTRACTOR UNAVAILABILITY

Instructions:
You may insert in Schedule 4, under the column Reasons for Unavailability, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

A. Subcontractor did not respond to the Bidder's request for a quotation.
B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
E. Subcontractor stated it had insufficient time or information on which to prepare a bid. F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
G. Other. (Explain in detail)

# Office of Equal Opportunity
# Reporting Submission Schedule

- Monthly Subcontractor Payment Reports in B2Gnow
- Certified Payroll Reports in LCPtracker

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (cleveland.diversitycompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over $100,000) according to the following schedule:

| REPORTING MONTH | B2Gnow Monthly Audit Available | B2Gnow and LCPtracker REPORTING DUE |
|---|---|---|
| **JANUARY** | 1st Monday in the **FEB.** | 3rd Friday in the **FEBRUARY** |
| **FEBRUARY** | 1st Monday in the **MAR.** | 3rd Friday in the **MARCH** |
| **MARCH** | 1st Monday in the **APRIL** | 3rd Friday in the **APRIL** |
| **APRIL** | 1st Monday in the **MAY** | 3rd Friday in the **MAY** |
| **MAY** | 1st Monday in the **JUNE** | 3rd Friday in the **JUNE** |
| **JUNE** | 1st Monday in the **JULY** | 3rd Friday in the **JULY** |
| **JULY** | 1st Monday in the **AUG.** | 3rd Friday in the **AUGUST** |
| **AUGUST** | 1st Monday in the **SEPT.** | 3rd Friday in the **SEPTEMBER** |
| **SEPTEMBER** | 1st Monday in the **OCT.** | 3rd Friday in the **OCTOBER** |
| **OCTOBER** | 1st Monday in the **NOV.** | 3rd Friday in the **NOVEMBER** |
| **NOVEMBER** | 1st Monday in the **DEC.** | 3rd Friday in the **DECEMBER** |
| **DECEMBER** | 1st Monday in the **JAN.** | 3rd Friday in the **JANUARY** |