

CONTRACT DOCUMENTS
VOLUME 1 OF 2

FOR

RTA TUNNEL MEMBRANE REPLACEMENT

AT

CLEVELAND HOPKINS INTERNATIONAL AIRPORT



Prepared for

CITY OF CLEVELAND
DEPARTMENT OF PORT CONTROL

Bryant L. Francis C.M. – Director



CITY OF CLEVELAND, OHIO
LETTER FOR INVITATION TO BID AND ATTEND PRE-BID CONFERENCE

DEPARTMENT OF PORT CONTROL
A PUBLIC IMPROVEMENT PROJECT

**Cleveland Hopkins International Airport
RTA Tunnel Membrane Replacement Project**

OBTAINING A BID DOCUMENT SET

Bid packages may be picked up at the Division of Purchases and Supplies, 601 Lakeside Ave, Room 128, Cleveland, Ohio 44114. **There is no fee for this bid package.** Potential bidders may call Purchasing Department phone line at (216) 664-2620 to schedule bid pick-up or refer to the bid advertisement.

BID DOCUMENT SET

The Bid Document Set includes: Contractual Requirements, Technical Specifications with drawings, a copy of the Ordinance No. 1365-2023-23, passed December 4, 2023 and the Office of Compliance (OCI) Package.

DUE DATE

All questions must be submitted by fax to: (216) 664-2275 or by email to: Jules Gilliam, Buyer, at JGilliam@city.cleveland.oh.us and purchasing@city.cleveland.oh.us by 12:00 noon local time, **Friday, March 1, 2024**. The bids are due in the City of Cleveland - Division of Purchases and Supplies, 601 Lakeside Ave, Room 128, Cleveland, Ohio 44114, on **Friday, March 22, 2024**, at 12:00 noon local time.

NON- MANDATORY PRE-BID CONFERENCE:

Day/Date/Time: **Friday, February 23, 2024, at 10:00 a.m.**

Location: **Via WebEx**

Call in number: 1-415-655-0002

Access Code: 2630 736 1949

****To have access to the presentation, Vendors are to register with Jules Gilliam, at JGilliam@city.cleveland.oh.us and purchasing@city.cleveland.oh.us before close of business Wednesday, February 21, 2024.**

Directions to the meeting site are available at the following Web site: www.clevelandairport.com

Justin M. Bibb ----- MAYOR
Bryant L. Francis C.M.----- DIRECTOR

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AUTHORIZING ORDINANCE
Ordinance No. 1365-23

BIDDER'S CHECKLIST

CITY OF CLEVELAND

JUSTIN M. BIBB, MAYOR

Division of Purchases & Supplies
Room 128, City Hall
Cleveland, Ohio 44114
216-664-2620

ATTENTION BIDDERS:

The City of Cleveland requires that submitted bids comply with certain formalities to be considered a valid and formal bid. To avoid a bid rejection, based solely on the failure to comply with the City's formalities, the following checklist of requirements is provided. Please use the list to ensure that you have met all requirements.

CHECK WHEN COMPLETED:

- _____ **A. Bid Page**
1. Is (are) the bid page(s) completed as required and signed in the bottom left-hand corner?
 2. Are all prices (whether unit, extended or gross) clearly and accurately presented?
 3. Is the delivery time presented?
 4. Is the payment discount given?
- _____ **B. Bid Bond**
1. Is the bond made out in the names of both the principal and surety?
 2. Is the bond signed by both the principal and the surety?
 3. Is the bond properly sealed?
 4. Is a Power of Attorney attached to the bond?
 5. Is the bond amount sufficient for the amount of bid?
- _____ **C. Bid Check (If submitted in lieu of bid bond)**
1. Is the check in an amount sufficient for the amount of bid?
 2. Is the check either properly certified or a cashier's check?
- _____ **D. Bid Form (Not to be confused with the Bid Bond)**
1. Is the required information given?
 2. Is the form signed?

_____ **E. Affidavit**

1. Does the affidavit contain all the information required **on both pages**?
2. Is it properly signed?
3. Is it properly notarized?

_____ **F. Bidder's Employment Practice Report**

1. Is the section "Bidder's Information" completed and signed?
2. Is the section "Policies and Practices" completed?
3. Is the employment data provided in full?
4. Is page three of the report signed and dated?
5. Is the report submitted in duplicate?

_____ **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. Please Note:**

Because of the large variety of commodities and improvements by the City, additional information is often required 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 & Supplies for clarifications.

BID FORMS PACKET
TO BE RETURNED WITH BID

*****ATTENTION PROSPECTIVE BIDDERS*****

EVERY EFFORT IS MADE TO PROVIDE YOU WITH A
COMPLETE BID PACKAGE.

HOWEVER, PLEASE EXAMINE YOUR BID PACKAGE
USING THE ENCLOSED "CHECK LIST" TO ENSURE THAT
YOU HAVE RECEIVED ALL DOCUMENTS NECESSARY TO
SUBMIT A VALID AND FORMAL BID.

IF ANY FORMS ARE MISSING FROM THIS PACKAGE,
PLEASE CONTACT THE DIVISION OF PURCHASES AND
SUPPLIES AT (216) 664-2620 IMMEDIATELY.

THANK YOU FOR YOUR COOPERATION.

NOTE: Sections 181.23 and 185.04 of The Codified Ordinance 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 _____ in the City of _____, 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 said Individual, said partnership or said corporation, is filing 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 represented 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 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 of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such 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 said 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 said not.

(Sign Here) _____

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

20 _____.

Notary Public

NOTE: THIS BID MUST BE SIGNED IN THE SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.

CITY OF CLEVELAND

BID – UNIT PRICE

To: The Commissioner of Purchases and Supplies:

BID FOR **RTA Tunnel Membrane Replacement**

for the Department of Port Control, Division of Planning and Engineering, Cleveland Hopkins International Airport.

The Undersigned certifies that he has carefully examined the Contract Documents as defined in the General Conditions of the Invitation to Bid and has inspected the site of the projected work.

The Undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded.

On the basis of the Contract Documents the Undersigned proposes to furnish all necessary apparatus, machinery, tools and other means of construction to do all the and furnish all the materials in the manner specified, to finish the entire project within the time hereinafter proposed and to accept as full compensation therefor the sum or sums set forth on the next succeeding page or pages.

The Undersigned understands that the prices above set forth cover the cost of all materials to be furnished and work to be performed in the construction and installation of the various items of the public improvement bid upon, complete and ready for service, and includes the cost of bonds, insurance, sales tax, and every other item of expense incident to the contract.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within five (5) days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further proposes to begin work as specified in the General Conditions set forth in the Invitation to Bid, and to complete the work at the time fixed by the Director, which is 139 calendar days from NTP for this project.

The Undersigned deposits with this 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 of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of The Codified Ordinances of the City of Cleveland.

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 further certifies that he (as an 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 represents that he (if an individual) and all of the partners in the partnership (if a partnership), are citizens of the United States of America.

The Undersigned agrees to be bound by the Bid until 90 Days from the Bid Opening Date.

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

SIGN HERE

X

The firm, corporation, or individual
Name MUST BE SIGNED IN
SPACE INDICATED

Title of Officer

Business Address of Bidder

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

State where incorporated

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions***

(Note: Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds.)

Title 49 Code of Federal Regulations Part 29 requires that the Department of Port Control not enter into contract 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. As a condition of receiving funding under Airport Improvement Funds (“AIP”) programs, you are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal department or agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 49 Code of Federal Regulations Part 29.105, 110, and 510.

If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:

- List of Parties Excluded From Federal Procurement and Nonprocurement Programs, issued by the U.S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 (Reference Stock # 722-002-00000-8). The telephone number is 202-512-1800.
- Internet access is also available at <http://epls.arnet.gov>.

If you have any questions, contact Ms. Sharron Muia, Contracts Manager, Department of Port Control at (216) 265-2693.

Please note: Completion of this Certification is a requirement for funding under this grant. If it is not signed and included in your proposal or contract for funding, the City will not consider that proposal for funding nor execute the contract.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency

- with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- (1) The prospective primary 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 by any Federal department or agency;
 - (b) Have not within a three year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or

_____ (Contractor's Name)

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;

- (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 (1)(b) of this certification; and
 - (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.
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed: _____
(Authorized Recipient Name/Title)

Date: _____

Print Name: _____

Organization: _____

(5/3/05)

FEDERAL TAXPAYER IDENTIFICATION

Please Complete _____

Vendor Information _____

Name: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Toll Free Number: _____

Fax Number: _____

Federal Tax Payer I.D. Number: _____

OR _____

Owner Social Security Number: _____

(For Individuals and Partnerships who do not
have the Federal Tax Payer I.D. Number)

PLEASE INCLUDE THIS COMPLETED FORM
WHEN SUBMITTING YOUR BID ALONG WITH THE W-9 FORM

Request for Taxpayer Identification Number and Certification

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

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

| | | |
|--|---|--|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> <hr/> |

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. Also see *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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-DIV (dividends or 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-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), 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.

If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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 his or her 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity 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, “Business name/disregarded entity name.” 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, you may enter it on line 2.

Line 3

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

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. 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 1-800-772-1213. 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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 Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 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 |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships*, earlier.

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

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. 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.

Visit 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

| BASE BID-RTA MEMBRANE REPLACEMENT | | | | | | |
|-----------------------------------|---|------|----------|----------------------|----------------------|-------------------|
| ITEM NO. | WBS (ITEM) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (FIGURES) | UNIT PRICE (WRITTEN) | EXTENSION (FIG-S) |
| C100 | CONTRACTOR QUALITY CONTROL PLAN | LS | 1 | \$ | | |
| C102-5.1F | DANDY BAG CURB INLET PROTECTION | EA | 15 | \$ | | |
| C105 | MOBILIZATION | LS | 1 | \$ | | |
| P101-5.1 | PAVEMENT REMOVAL-8", INLCUDING THICKENED EDGE | SY | 6 | \$ | | |
| P101-5.6 | COLD MILLING-4" | SY | 1200 | \$ | | |
| P101-5.7 | REMOVE SLOTTED DRAIN | LF | 200 | \$ | | |
| P101-5.8 | REMOVE 6" UNDERDRAINS | LF | 200 | \$ | | |
| P101-5.9 | CONCRETE WEARING SURFACE REMOVAL-4" | SY | 700 | \$ | | |
| P101-5.10 | REPAIR OF STRUCTURAL SLAB, TYPE A,B,OR C | SY | 200 | \$ | | |
| P101-5.11 | REMOVE TUNNEL WATERPROOFING SYSTEM | SY | 1100 | \$ | | |

 Signature

 Company
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 Date

| | | | | | | |
|------------|--|----|------|----|--|--|
| P152-4.1 | UNCLASSIFIED AND DRAINAGE EXCAVATION | CY | 150 | \$ | | |
| D705-5.4 | 6" PIPE UNDERDRAIN, COMPLETE INCLUDING BACKFILL AND FILTER | LF | 180 | \$ | | |
| D751-5.3 | BOX INLETS | LF | 200 | \$ | | |
| D751-5.4 | INSPECTION HOLES | EA | 4 | \$ | | |
| L109-7.4 | INSTALLATION OF EQUIPMENT IN EXISTING VAULT | EA | 1 | \$ | | |
| MC-003-6.1 | TEMPORARY CONSTRUCTION ITEMS | LS | 1 | \$ | | |
| MC-004-6.1 | 4" CONCRETE WEARING SLAB | SY | 700 | \$ | | |
| MC-005-5.1 | TUNNEL WATERPROOFING SYSTEM | SY | 1100 | \$ | | |
| MC-006-5.1 | CONCRETE WALK REMOVED AND RECONSTRUCTED | SY | 180 | \$ | | |
| MC-081-5.1 | PAVEMENT MARKING REMOVAL | SF | 500 | \$ | | |
| MC-090-4.1 | MECHANICAL ROOM WALL REPAIR | SF | 200 | \$ | | |

 Signature

 Company
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 Date

| | | | | | | |
|-------|---|-----|------|----|--|--|
| 255-1 | RIGID PAVEMENT REPLACEMENT | CY | 60 | \$ | | |
| 407-1 | TACK COAT | GAL | 82 | \$ | | |
| 407-2 | TACK COAT FOR INTERMEDIATE COURSE | GAL | 44 | \$ | | |
| 446-1 | 1" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG-22 | CY | 12 | \$ | | |
| 446-2 | VARIES 1"-3" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG 64-22 | CY | 36 | \$ | | |
| 516-1 | 3/4" PREFORMED EXPANSION JOINT FILLER | LF | 200 | \$ | | |
| 516-2 | 1/2" PREFORMED EXPANSION JOINT FILLER | LF | 250 | \$ | | |
| 516-3 | 1" PREFORMED EXPANSION JOINT FILLER | LF | 200 | \$ | | |
| 516-4 | JOINT SEALER | LF | 2000 | \$ | | |
| 642-1 | CROSSWALK LINE, TYPE 2 | LF | 2000 | \$ | | |
| 642-2 | LANE LINE, TYPE 2 | LF | 2000 | \$ | | |

Signature

Company
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Date

| | | | | | | |
|--|-----------------------|--|--|----|--|--|
| | TOTAL BASE BID | | | \$ | | |
|--|-----------------------|--|--|----|--|--|

| | UNIT PRICE (FIGURES) | UNIT PRICE (WRITTEN) |
|------------------------|---------------------------------|-----------------------------|
| BASE BID AMOUNT | \$ | |

CONTRACT NAME

ADDRESS

PHONE

AUTHORIZED REPRESENTATIVE (PRINTED)

AUTHORIZED REPRESENTATIVE (SIGNATURE)

Signature

Company
Page 4 of 4

Date

CITY OF CLEVELAND

ADDENDA SHEET

TO: Commissioner of Purchases and Supplies

BID FOR: RTA Tunnel Membrane Replacement Project
Cleveland Hopkins International Airport

FOR: Department of Port Control

A. All Addenda have been included in this Bid and are listed below:

| Addendum | Date |
|---------------------|------|
| | |
| Signature of Bidder | Date |

CITY OF CLEVELAND

SUBSTITUTION SHEET

TO: Commissioner of Purchases and Supplies

BID FOR: RTA Tunnel Membrane Replacement
 Cleveland Hopkins International Airport

FOR: Department of Port Control

1.1 CONDITIONS OF SUBSTITUTION

- A. Submit base bids based upon the materials and equipment specified.
- B. List proposed substitutions below, together with the sum to be added to or deducted from the amount of the base bids. The amount to be added or deducted shall include all related changes resulting from the substitution.
- C. Furnish complete specifications and descriptions of all substitution with the bid. For new materials, equipment, or processes; a history of the use shall be submitted together with all documented failures or problems.
- D. After the Contract is awarded, further substitutions will be permitted only as stipulated in the Specifications and as approved by the Port Control.

LIST OF PROPOSED SUBSTITUTIONS:

| Material or Detail specified | Proposed Substitution | Add | Deduct |
|------------------------------|-----------------------|-----|--------|
| | | | |

Signature of Bidder

Date

CITY OF CLEVELAND

DEPARTMENT OF PORT CONTROL

RTA Tunnel Membrane Replacement

SUBSURFACE DATA WAIVER AND HOLD HARMLESS FORM

Test boring and various geotechnical and/or environmental evaluations have been completed for several locations, in which new work is to be performed at the site. Copies of the applicable report(s) may be inspected by the Bidders, upon and within 24 hours of receipt of the Bidder's written request to the Department of Port Control.

Prospective Bidders should consider soil boring, geotechnical and/or environmental evaluation, and other surface and subsurface investigation information provided. If any, as being potential incomplete, in that it may not necessary represent the predominant or complete description(s) of surface and/or subsurface conditions at the site. Although reasonable efforts were made to provide complete and accurate data, as appropriate, as part of contract documents, DPC does not warrant that the subject documents show the actual surface and subsurface conditions. The Contractor agrees, by signing this waiver; that he will hold harmless and make no claims against the City, DPC, or the Design Professional if, in carrying out the work, he finds that the actual surface or subsurface conditions encountered do not conform to those indicated in the subject documents.

Dated at Cleveland, Ohio, this _____ day of _____, 2020.

Signed by : _____

Title: _____

Company: _____

Address: _____

FAILURE TO SIGN THIS SUBSURFACE DATA/WAIVER FORM BY THE BIDDER MAY BE THE CAUSE FOR REJECTION OF HIS/HER BID.

CITY OF CLEVELAND

DEPARTMENT OF PORT CONTROL

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____

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

THE CITY OF CLEVELAND

as Oblige, 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 _____ 2021

WHEREAS, the said principal is herewith submitting bid for

RTA Tunnel Membrane Replacement

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 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

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 or 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.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

In accordance with 49 CFR Part 26 Appendix A, Good Faith Efforts are defined as the following:

- I) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- II) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- III) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- IV) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidences to why additional agreements could not be reached for DBEs to perform work.

A bidder using good business judgement would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- V) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

- VI) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- VII) Making efforts to assist interested DBEs in obtaining necessary bonding, lines of credit, or insurance as required by the recipient or contractor.
- VIII) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

***All DBE Utilization Statements that do not meet the DBE contract goal requirement, must be accompanied by appropriate documentation and a signed Affidavit attesting to all Good Faith Efforts made toward achievement of the DBE contract goal.**



OFFICE OF COMPLIANCE AND INCLUSION
(OCI)

SUBCONTRACTOR PARTICIPATION GOAL

PUBLIC IMPROVEMENT CONTRACT – RTA TUNNEL MEMBRANE REPLACEMENT

The Disadvantage Business Enterprise (DBE) Goal for this contract is:

9.39% DBE participation

The Small Business Enterprise (SBE) Goal for this contract is:

7% SBE participation

A searchable database of all DBE/ACDBE/SBE firms eligible to fulfill the subcontractor participation goal can be found on the State of Ohio Website:

<http://www.dot.state.oh.us/divisions/ODI/SDBE/Pages/UCP.aspx>



**OFFICE OF COMPLIANCE AND INCLUSION
(OCI)**

**DISADVANTAGED BUSINESS ENTERPRISE
(DBE)**

**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS
ENTERPRISE
(ACDBE)**

GUIDELINES

ATTACHMENT A

REQUIREMENTS CONCERNING EEO & AFFIRMATIVE ACTION

Cleveland Hopkins International Airport's Office of Compliance and Inclusion (OCI) is eager to assist you in fully completing the requirements of this Notice and the Airport's Equal Employment Opportunity Program. If you have any questions, please call the OCI at 216-265-6000. Please read carefully all of the information attached.

Proposers/Bidders are cautioned, however, that oral representations may not be relied upon. Such representations must be confirmed by specific writing issued by the Director of Port Control as an addendum or as a clarification of this solicitation document.

The Affirmative Action Plan for equal employment opportunity is the Cleveland Hopkins International Airport's (Airport) written commitment to undertake specifically planned action to ensure equality of opportunity in employment practices by firms contracting for goods and services with Airport.

As required by the Instruction, the following information must be submitted with your bid/proposal:

I. Form EEO-1 - Enclosure A-1

Equal Employment Data Forms showing the current utilization of minorities and women by job category within your organization.

II. Non-discrimination - Enclosure A-2

Affidavit assuring non-discrimination in employment practices.

III. Employment Practices - Enclosure A-3

All Proposers/Bidders and their first tier subcontractors or sub consultants proposing a contract hereunder in an amount of \$10,000 or more must complete Enclosure A-3. If the Proposer/Bidder/Qualifier or any of its first tier subcontractors or sub consultants employ more than 50 persons and will be entering into a contract hereunder in an amount of \$50,000 or more, then an Affirmative Action Plan for employment of minorities and women must be submitted when called for by Airport.

**IV. Requirements Concerning the Submission of an Affirmative Action Plan
Enclosure A-4**

If requested, provide an Affirmative Action Plan(s) in accordance with the guidelines set forth on Enclosure A-4.

V. Requirements on Prime and Sub-Contractors – Enclosure A-5

All Contractors and their subcontractors bidding on a contract must complete Enclosure A-5.

Joint Reporting
Committee

• Equal Employment
Opportunity
Commission

• Office of Federal
Contract
Compliance
Programs (Labor)

Standard Form 100

ENCLOSURE A-1
EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO - 1
FOR
THE CLEVELAND HOPKINS INTERNATIONAL
AIRPORT

Section A--TYPE OF REPORT
Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)
- | | |
|---|---|
| <p>1. <input type="checkbox"/> Single Establishment Employer Report</p> | <p>Multi-establishment Employer</p> <p>2. <input type="checkbox"/> Consolidated Report (Required)</p> <p>3. <input type="checkbox"/> Headquarters Unit Report (Required)</p> <p>4. <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 50 or more employees).</p> <p>5. <input type="checkbox"/> Special Report</p> |
|---|---|
2. Total number of reports being filed by this Company (Answer on Consolidated Report only).

| Section B--COMPANY IDENTIFICATION (To be answered by <i>all</i> employers) | | | | | | | | | | OFFICE USE ONLY | | | | | | | | | | |
|--|--------|-------|----------|--------------------------------|----------------------------|--------|-------|----------|--|-----------------|----|--|--|--|--|--|--|--|--|--|
| 1. Parent Company | | | | | | | | | | OFFICE USE ONLY | | | | | | | | | | |
| a. Name of parent company (owns or controls establishment in item 2) omit if same as label | | | | | | | | | | a. | | | | | | | | | | |
| Name of Receiving Office | | | | | Address (Number and Street | | | | | b. | | | | | | | | | | |
| City or Town | County | State | Zip Code | b. Employee Identification No. | | | | | | | | | | | | | | | | |
| 2. Establishment for which this report is filed (Omit if same as label) | | | | | | | | | | OFFICE USE ONLY | | | | | | | | | | |
| a. Name of establishment | | | | | | | | | | c.. | | | | | | | | | | |
| Address (Number and street) | | | | | City or Town | County | State | Zip Code | | | d. | | | | | | | | | |
| b. Employer Identification No. | | | | | Omit if same as label | | | | | e. | | | | | | | | | | |
| Email: | | | | | Telephone: | | | | | Fax: | | | | | | | | | | |

Section C--EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by *all* employers)

- Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
- Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
- Yes No 3. Does the company or any of its establishments (a) have 50 or more, employees AND (b) is not exempt as provided by 41 CFR 60-1.5 AND either (1) is a prime government contractor or first tier subcontractor, and has a contract subcontract, or purchase order amounting to \$50, 000 or more or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U S Savings Bonds and Savings Notes?

If the response to question C - 3 is yes, please enter your Dun and Bradstreet identification number (if you have one)

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

- Yes No 4 Does the company receive financial assistance from the Small Business Administration (SBA)?

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent full time or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

| JOB CATEGORIES | NUMBER OF EMPLOYEES | | | | | | | | | | |
|---|--|---|---|----------|---------------------------------|--|---|---|----------|---------------------------------|--|
| | Overall Totals Sum Of Col B Thru K | Male | | | | | Female | | | | |
| | | White (Not of Hispanic Origin) | Black (Not of Hispanic Origin) | Hispanic | Asian or Pacific Islander | American Indian or Alaskan Native | White (Not of Hispanic Origin) | Black (Not of Hispanic Origin) | Hispanic | Asian or Pacific Islander | American Indian or Alaskan Native |
| Officials and Managers | 1 | | | | | | | | | | |
| Professionals | 2 | | | | | | | | | | |
| Technicians | 3 | | | | | | | | | | |
| Sales Workers | 4 | | | | | | | | | | |
| Office and Clerical | 5 | | | | | | | | | | |
| Craft Workers (Skilled) | 6 | | | | | | | | | | |
| Operatives (Semi Skilled) | 7 | | | | | | | | | | |
| Laborers (Unskilled) | 8 | | | | | | | | | | |
| Service Workers | 9 | | | | | | | | | | |
| TOTAL | 10 | | | | | | | | | | |
| Total employment reported in previous EE0-1 report | 11 | | | | | | | | | | |
| (The trainees below should also be included in the figures for the appropriate occupational categories above) | | | | | | | | | | | |
| Formal on-the-job trainees | White collar | 12 | | | | | | | | | |
| | Production | 13 | | | | | | | | | |

NOTE: Omit questions 1 and 2 on the Consolidated Report

1. Date(s) of payroll period used: _____ 2. Does this establishment employ apprentices?
 1. Yes 2. No

Section E--ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

| | | |
|---|---|--------------------|
| 1. Is this the location of the establishment the same as that reported last year? 1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No 3 <input type="checkbox"/> No Report | 2. Is the major business activity at this establishment the same as that reported last year? 1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No 3 <input type="checkbox"/> No Report | Office Use Only |
| 3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) | | |

Section F--REMARKS

Use this item to give any identification data appearing on last report which differs from that given above explain major changes in composition or reporting units and other pertinent information

NOTE: The section below must be completed and signed by your company

Section G--CERTIFICATION (See Instructions G)

| | | | |
|---|--|-----------------------------|-------|
| Check one | 1 <input type="checkbox"/> All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) | | |
| | 2 <input type="checkbox"/> This report is accurate and was prepared in accordance with the instructions | | |
| Name of Certifying Official | Title | Signature | Date |
| Name of person to contact regarding this report (Type or print) | | Address (Number and Street) | |
| Title | City and State | Zip Code | Email |
| Telephone Number & Extension | | Fax Number | |

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII
 WILLFULLY FALSE STATEMENTS IN THIS REPORT ARE PUNISHABLE BY LAW, U S CODE TITLE 18, SECTION 1001

ENCLOSURE A-2
NONDISCRIMINATION AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn deposes and says:

1. That he/she is the _____ (President or other authorized official of Company, or Partnership, a Corporation or Partnership organized and existing under and by virtue of the laws of the State of _____ on whose behalf he/she makes this affidavit (hereinafter "Contractor").

2. That Contractor does not and will not discriminate in its employment practices because of race, religion, color, sex, national origin, handicapped persons or Vietnam-Era Veterans.

3. That Contractor further understands this contract, purchase order or agreement is subject to Executive Order 11246, as amended, and the Affirmative Action Policy of the Airport, and shall be subject to all rules and/or regulations issued pursuant thereto regarding nondiscrimination in federally-assisted programs of the United States Department of Transportation.

4. That Contractor agrees to be bound to the obligations imposed by said act, executive ordinance and policy.

5. That Contractor agrees that during the performance of any contract resulting from this bid/proposal:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Airport setting forth the provisions of this nondiscrimination clause.

 - b. The Contractor will, in all solicitations or advertisements for employees placed by or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice to be provided by the Airport advising the said labor union or worker's' representative of the Contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Airport the interests of the United States.

Company or Partnership

(President or other official title)

Subscribed and sworn to before me, this _____ day of _____, 20 ____.

Notary Public in and for the County of _____

State of _____.

My commission expires on the _____ day of _____, 20 ____.

(Seal)

(TO BE SUBMITTED WITH BID)

ENCLOSURE A-3
EMPLOYMENT PRACTICES
(FOR NON-CONSTRUCTION CONTRACTORS & SUBCONTRACTORS ONLY)

To Be Prepared By:

Non-construction Prime Contractors and first tier subcontractors or suppliers with a contract greater than \$10,000.

Name of Project: _____

Location of Workforce: _____

Prime Contractor: _____

Subcontractor: _____

In keeping with Airport policy of nondiscrimination in employment practices, the

_____ has set as a one year goal for the utilization of
(Company Name)

minorities and females having requisite skills equal to be number and percentage that is in relation to their presence in the labor market area used, which is _____ % for minorities and _____ % for females. The _____, by its _____ assures the Airport
(Company Name) (Company Representative)

that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative. (If more than 50 employees and a contract of \$50,000 or more is contemplated, an Affirmative Action Plan per Enclosure A-4 is supplied in lieu of this narrative and is submitted when called for by the Airport.)

Signature and Title of Company Official (Contractor)

Date

Signature and Title of Company Official (Subcontractor)

Date

ENCLOSURE A-4
REQUIREMENTS CONCERNING THE SUBMISSION OF AN
AFFIRMATIVE ACTION PLAN
(FOR NON-CONSTRUCTION CONTRACTORS)

Where the non-construction prime contractor or subcontractor has 50 or more employees and is participating in contracts with the Airport which exceed \$50,000, an Affirmative Action Plan must be submitted to the Airport's Office of Emerging Business Enterprise Development.

At a minimum, in accordance with the RFQ/RFP/IFB the following information must be provided in your Affirmative Action Plan:

- I. Equal employment policy statement for the employment of minorities and women.
 - A. How and to whom was policy statement circulated?
 1. Internally (within your company)
 2. Externally (all sources used for recruitment).
 - B. Who is or will be responsible for the implementation of these policies?
- II. Goals and Timetables for hiring minorities and women for the next year, or duration of this contract, whichever is greater, including:
 - A. Total employees expected to be employed in each job category (use job categories shown on EEO-1 form).
 - B. Group employees (Blacks, Hispanics, women, etc.) in each job category.
 - C. Labor market availability group information - availability of minorities and women. With the exception of Construction Contractors, use this information to establish the goals required in Item "e" (contact State employment office to get this information).
 - D. Number of expected job opportunities. If not expected, goals as required in Item "e" must still be established to allow for unexpected hiring.
 - E. Goals number and percent of minorities and women to be reached.
 - F. If goals are not reached within the period specified, when called for you must justify the reasons for not meeting the goals by demonstrating the good faith efforts used to meet the goals.
- III. Development and Execution of Program
 - A. Method to be used for recruiting job applicants.
 1. Recruiting efforts should be directed towards schools, colleges, universities, newspapers, radio, state employment offices, churches, social and employment agencies and other sources appropriate for your needs, i.e., labor unions.
 2. These efforts when called for must be substantiated by written documentation.
 - B. Method used for evaluating program.

**ENCLOSURE A-5
REQUIREMENTS CONCERNING PRIME AND SUB-CONTRACTORS**

Project Name: _____

In accordance with Federal Regulations 49 CFR, Part 26.11, the Office of Emerging Business Enterprise Development is required to create and maintain a bidders list on all Prime and Sub-Contractors that seek to participate on Airport Federally assisted contracts. Please complete this information in its entirety.

PRIME CONTRACTOR

(This information must be provided on the Prime bidder on this Project)

Name of Firm: _____

Federal Tax ID No: _____ **(***must provide***)**

- Certified ACDBE Certified DBE Non-DBE

Mailing Address: _____

City/State/Zip Code: _____

Contact: _____ Email: _____

Phone No. _____ Fax No. _____

Date Business Established (Month, Day and Year): _____

- Gross Sales in Dollars Last FY: Less than \$500,000 \$500,000 - \$1 million
 \$1 million - \$2 million \$2 million - \$5 million
 Over \$5 million

SUB-CONTRACTOR(S)

(This information must be provided for all sub-contractor(s) proposed to work on this Project)

Please attach additional papers if you need more space

| Name of Firm | Certified DBE/ACDBE | | Year Firm Established | Approximate Annual Gross Sales |
|--------------|---------------------|----|-----------------------|--------------------------------|
| | Yes | No | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I certify the above information contained in this document is true and accurate as of the stated date. I understand FALSE or misleading statements may disqualify the firm from participation on Airport Federally assisted contracts.

Title of Person Authorized to Sign

Signature

Date

ATTACHMENT B

DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) AND SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION

DEPARTMENT OF TRANSPORTATION POLICY

It is the policy of the Department of Transportation that socially and economically Disadvantaged Business Enterprise/Airport Concessions Disadvantaged Business Enterprise (DBE/ACDBEs), as defined at Title 49 Code of Federal Regulations, Part 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE/ACDBE requirements of 49 CFR, Part 23 and 26, shall apply to any agreement resulting from this procurement.

Participants in this procurement agree to ensure that DBE/ACDBEs, as defined at 49 CFR, Part 23 and 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, the Proposers/Bidders/Qualifiers shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 and 26, and the Airport's DBE/ACDBE Program to ensure that DBE/ACDBEs have the maximum opportunity to compete for the performance of contracts. Neither the Proposers/Bidders/Qualifiers nor the selected contractor shall discriminate on the basis of race, color, national origin or sex in the performance of a resulting DOT-assisted contract.

I. OVERALL GOALS

The term "**disadvantaged business**" means a small business concern, which is at least 51 percent owned by one or more socially and economically disadvantaged persons or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Socially and economically disadvantaged individuals" means a citizen of the United States (or lawfully admitted permanent resident) who meets the criteria set forth in 49 C.F.R. Section 26.5. The Airport annually sets an overall DBE/ACDBE goal and triennially sets an DBE/ACDBE goal for work to be performed under Airport contracts, including construction activity procurement of common goods and services, personal service contracts, concessions and rental car contracts. While the expected percentage of certified DBE/ACDBE utilization may vary from contract to contract due to the availability of DBE/ACDBEs in any given line of work, the Airport believes that overall goals to be realistically obtainable over time with the assistance of the federal government, the business community, and DBE/ACDBE organizations.

In order to meet Federal requirements and to provide for maximum participation of certified DBE/ACDBEs, the Airport specifies a percentage of participation goals in contracts with subcontracting opportunities (the percentage may be zero).

II. CONTRACT GOALS

The Airport has specified a contract specific DBE/ACDBE/SBE goal for the work to be performed under this contract.

- A. When a DBE/ACDBE/SBE participates in a contract, you count only the value of the work actually performed by the DBE/ACDBE/SBE toward the DBE/ACDBE/SBE goals.
 1. Count the entire amount of that portion of a contract (or other contract not covered by Paragraph (A) (2) of this section) that is performed by DBE/ACDBE/SBEs own forces. Include the cost of supplies and materials obtained by the DBE/ACDBE/SBEs for the work of the contract, including supplies purchased or equipment leased by the DBE/ACDBEs (except supplies and equipment the DBE/ACDBE/SBEs subcontractor purchases or leases from the prime contractor or its affiliate).

2. Count the entire amount of fees or commissions charged by an DBE/ACDBE/SBEs firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE/ACDBE/SBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE/ACDBE/SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE/ACDBE/SBE goals only if the DBE/ACDBE/SBE subcontractor is itself a DBE/ACDBE/SBE. Work that a DBE/ACDBE/SBE subcontracts to a non-DBE/ACDBE/SBE firm does not count toward DBE/ACDBE/SBE goals.
 - a) When a DBE/ACDBE/SBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE/ACDBE/SBE performs with its own forces toward DBE/ACDBE/SBE goals.
 - b) Count expenditures to a DBE/ACDBE contractor toward DBE/ACDBE/SBE goals only if the DBE/ACDBE/SBE is performing a commercially useful function on that contract.
4. A DBE/ACDBE/SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE/ACDBE/SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (when applicable) and paying for the material itself. To determine whether a DBE/ACDBE/SBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE/ACDBE/SBE credit claimed for its performance of the work, and of the relevant factors DBE/ACDBE/SBE does not perform a commercially if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRMS ONLY

1. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business; if the person both owns and operates distribution equipment for long-term lease agreement and not on an ad hoc or contract by contract basis.
3. Packagers, brokers, manufacturers', representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
4. With respect to materials or supplies purchased from a DBE/SBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for the delivery of materials or supplies required on a job site, toward DBE/SBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE/SBE goals.

Sixty percent (60%) of the total dollar value will be counted in the case of a DBE/ACDBE/SBE supplier that is not a manufacturer, provided that the DBE/ACDBE/SBE supplier performs a commercially useful function in the supply process to include brokers etc in accordance with 49 CFR 26.55 Paragraph 2b.

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION ONLY

ACDBE firms can only be counted if they are performing a commercially useful function as outlined above. Count revenues generated to an ACDBE concessionaire only if the ACDBE is performing a commercially useful function on that contract.

DBE/ACDBE MANUFACTURER/REAL DEALER PARTICIPATION

The entire amount of fees or commissions charged by a DBE/ACDBE firm for a bona fide service will be counted provided that the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.

One hundred percent (100%) of the cost of goods obtained from a DBE/ACDBE/SBE manufacturer will be counted. The term manufacturer has the same meaning as in Part 26, Section 26.55(e) (1) (ii). One hundred percent (100%) of the cost of goods purchased or leased from a DBE/ACDBE/SBE regular dealer will be counted. The term "regular dealer" has the same meaning as in Part 26, Section 26.55(e) (2) (ii). Credit will be counted toward DBE/ACDBE/SBE goals for goods purchased from a DBE/ACDBE/SBE which is neither a manufacturer nor a regular dealer as follows:

Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.

Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves.

If a firm has not been certified as a DBE/ACDBE/SBE in accordance with the standards in this part, do not count the firm's participation toward DBE/ACDBE/SBE goals.

III. BIDDING REQUIREMENTS, TERMS AND CONDITIONS

A. In addition to any other requirements contained in this Invitation to Bid or Request for Proposal or Qualifications, the following DBE/ACDBE/SBE Program requirements must be satisfied, bid/proposals must include a representation that:

1. The Proposer/Bidder/Qualifier has met the goal established by the Airport for this procurement, or
2. The Proposer/Bidder/Qualifier has made a good faith effort to attain the level of DBE/ACDBE/SBE participation sought by the Airport for this procurement

Each Proposer/Bidder/Qualifier must include a statement in **Attachment B-1** (Declaration of Proposed DBE/ACDBE Utilization) of the level of DBE/ACDBE participation attained through such effort. This submittal is regarded as a matter of bid responsiveness. Failure to make these submittals will serve to disqualify the bid as non-responsive to this Invitation to Bid.

B. Each Proposer/Bidder/Qualifier should also prepare a complete DBE/ACDBE Participation Plan that sets forth the extent of DBE/ACDBE involvement in this procurement, these materials are to be provided upon request, and will be considered in determining Proposer/Bidder/Qualifier responsibility.

C. DBE/ACDBE participation plans shall include the following minimum information:

1. DBE/ACDBE Participation Schedule, (**Attachment B-3**) which includes:

- a. Names, addresses and contact persons of the DBE/ACDBE entities that will participate in the contract;
- b. A description of the work each named DBE/ACDBE will perform;
- c. The dollar amount (projected revenue) of the participation of each named DBE/ACDBE
- d. Federal Tax Identification Number

All proposed and subsequent certified DBE/ACDBE firms must complete **Attachment B-2** (DBE/ACDBE AFFIDAVIT) and **Attachment B-4A** (Letter of Intent-Certified DBE/ACDBE), and copies of sub agreements must be submitted for **each DBE/ACDBE firm whose participation is proposed for the performance of this contract as a subcontractor/consultant or joint venture.**

2. If the DBE/ACDBE and SBE goals are not met, the Proposer/Bidder/Qualifier must demonstrate adequate document in **Attachment B-5** (Good Faith Efforts Guidelines) the good faith efforts it made to include DBE/ACDBE/SBE participation in the contract. The documentation of the effort is discussed in greater in paragraph (E) of this Section.
3. Non-Certified DBE/ACDBE and SBE Participation Schedule (**Attachment B-6**), which includes:
 - a. Names, addresses and contact persons of the non DBE/ACDBE and SBE entities that will participate in the contract;
 - b. A description of the work each named non DBE/ACDBE and SBE will perform;
 - c. The dollar amount (projected revenue) of the participation of each named non DBE/ACDBE and SBE
 - d. Federal Tax Identification Number

All Proposers/Bidder/Qualifiers must make a good faith to meet both the DBE/ACDBE and SBE goal(s).

(For SBE qualifications and validations, refer to the *Small Business Certification Verification Process* attached to this Guidelines)

4. All proposed and subsequent non-certified DBE/ACDBE and SBE must complete Attachment B-4B (Letter of Intent-Non-Certified DBE/ACDBE and SBE) and copies of sub agreements must be submitted for **each non-certified DBE/ACDBE and SBE firm whose participation is proposed for the performance of this contract as a sub-contractor/consultant or joint venture.**

Note: Firms CANNOT perform as both a DBE/ACDBE and SBE. Participation is counted separately.

5. Second/Third Tier Sub-contractor/consultant Participation Schedule (**Attachment B-8**), which includes:
 - a. Name of 2nd/3rd tier sub-contractor/consultant
 - b. First tier sub-contractor/consultant with agreement with the 2nd/3rd tier sub;
 - c. Identification whether 2nd/3rd tier is certified or non-certified DBE/ACDBE
 - d. Federal Tax Identification Number
 - e. Address and contact person
 - f. Description of the work each named for each 2nd/3rd tier sub-contractor/consultant will perform;
 - g. The dollar amount (projected revenue) of the participation of each named DBE/ACDBE

All sub-agreements must be submitted for each of the 2nd/3rd tier subcontractor/consultant **whose participation is proposed for the performance of this contract as a 2nd/3rd sub-contractor/consultant.**

6. Request for **emergency** addition-conditional approval to utilize a subcontractor/consultant can be submitted by completing **Attachment B-9** (Emergency Addition-Conditional Approval of Subcontractor/consultant). The Contractor shall make assurances that all subcontractors listed in Attachment B-9 who are utilized towards the fulfillment of a DBE/ACDBE/SBE goal will be performing a commercially useful function as outlined in 49 CFR PART 26 and 23. If it is discovered that the DBE/ACDBE/SBE is not performing or has not performed a commercially useful function, the Prime Contractor will immediately notify OCI of its findings. **THE APPROVAL OF THIS FORM IS CONDITIONAL. FINAL APPROVAL WILL NOT BE GRANTED until all OCI A & B FORMS are completed & contractual agreements are signed and provided to OCI WITH IN 5 DAYS OF SIGNATURE. This addition MUST BE APPROVED BY THE AIRPORT DIRECTOR AND CITY OF CLEVELAND BOARD OF CONTROL.** If this contract is subject to STATE OF OHIO PREVAILING WAGE OR FEDERAL DAVIS BACON (WAGE & HOUR) requirements the Contractor and sub-contractor are required to follow all contractual obligations related to Wage & Hour on all Department of Port Control/City of Cleveland contracts. If the wage & hour information is not submitted, payment to the Contractor can be stopped or the project can be stopped entirely. All other provisions regarding additions of sub-contractors/consultants must be followed and applied herein.
7. The following standards shall be applied in assessing the responsibility of the DBE/ACDBE plan submitted:
 - a) Whether the participation plan contains capable currently certified DBE/ACDBE firms.
 - b) Whether the firms listed in the plan are performing a commercially useful function
 - c) Whether the listed firms are sharing monetary benefit in proportion to their share of the work of the project.
 - d) Whether the plan exhibits a likelihood of goal attainment.
 - e) Whether the prime/sub relationships are firm, i.e., whether conditional subcontractors have been entered.

- D. The contractor must receive the approval of the Airport's Office of Compliance and Inclusion **before** termination, addition and or making substitution for any subcontractors listed in its DBE/ACDBE and Non-DBE/ACDBE and SBE plans.

Airport certified DBE/ACDBE entities are eligible for inclusion in a plan. Consult the DBE/ACDBE Directory at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx> . Also, the Airport Office of Compliance and Inclusion is available for assistance in ascertaining certification status of DBEs/ACDBEs. Applications for certification may be obtained at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx>. All applications must be made through the Ohio Unified Certification Program (UCP) Application. Firms with SBE designation can be accessed through the OCI Office. **For all bids, firms seeking to be counted toward participation at the time of contract award must be certified prior to the bid/proposal submission date. For all proposals and statements of qualifications, all firms to be counted toward participation at the time of the contract award must be certified by the time of final contract negotiations.**

1. The Airport will attempt to certify proposed DBE/ACDBE entities prior to bid. The Airport will also attempt to grant SBE designation prior to bid; however it will not consider certification/designation not completed prior to submittal of bids.
2. DBE/ACDBEs seeking to perform on RFP/Q's must complete the B forms at the time of proposal/qualification submission. **All B forms for RFP/Q's must be finalized and ALL DBE/ACDBE/SBEs MUST BE CERTIFIED/DESIGNATED BY FINAL NEGOTIATIONS.**
3. Proposer/Bidder/Qualifier should not rely upon the approval of the certification applications submitted for this bid/proposal by its proposed DBE/ACDBEs due to the time it takes to review and approve an application.

4. However, substitution of DBE/ACDBE entities appearing in a plan may be permitted where the Disadvantaged Business Enterprise Liaison Officer (DBELO) determines that such substitution will not result in an abuse of the DBE/ACDBE Program. The burden of demonstrating the propriety of such substitution lies with the Proposer/Bidder/Qualifier seeking such substitution. Denial of certification is final for the pending contract. Any person denied certification may appeal such decision in accordance with the provisions of 49 CFR, Part 26 Section 28.89, which is reproduced as part of the Joint Certification Application.
5. The Proposer's/Bidder's/Qualifier's commitment to a specific goal for DBE/ACDBE/SBE utilization as detailed in its DBE/ACDBE/SBE Plan shall constitute a presumption that good faith efforts to meet the DBE/ACDBE/SBE goal by subcontracting to or undertaking to joint venture with DBE/ACDBE/SBE firms have been made. If the Proposer/Bidder/Qualifier fails to meet the goal, it will carry the burden of furnishing sufficient documentation, demonstrating its adequate good faith efforts, by utilization.

The standard by which the Airport will determine whether the efforts made by a Proposer/Bidder/Qualifier were good faith efforts is whether such efforts could be reasonably be expected to produce sufficient DBE/ACDBE/SBE participation to meet the goals set for this procurement in reaching this decision, the Airport may consider all efforts advanced by the Proposer/Bidder/Qualifier as well as the following:

1. Did the contractor attend any scheduled pre-solicitation or pre-bid meetings to inform DBE/ACDBE/SBEs of contracting and subcontracting opportunities?
 2. Did the contractor advertise in general circulation, trade association and minority-focus media concerning the subcontracting opportunities?
 3. Did the contractor provide written notice to a reasonable number of specific DBE/ACDBE/SBE that their interest in the contract was being solicited, in sufficient time to allow the DBE/ACDBE/SBEs to participate effectively?
 4. Did the contractor/supplier follow up with the DBE/ACDBE/SBE firms interested in participating?
 5. Did the contractor/supplier select portions of work to be done by DBEs/ACDBEs/SBEs (including dividing contracts into economically feasible units to facilitate participation)?
 6. Did the contractor provide adequate information about plans, specifications, and/or contracting requirements?
 7. Did the contractor negotiate in good faith with interested DBEs/ACDBEs/SBEs, not rejecting DBE/ACDBE/SBEs as unqualified without sound reasons?
 8. Did the contractor make efforts to provide assistance to obtain bonding, lines of credit, or insurance?
 9. Did the contractor effectively use the services of available minority and female organizations, contractors' groups, state and local offices, etc., that have knowledge of available DBE/ACDBE/SBE firms or the names or organizations to locate such firms?
- F. In the event a contract is awarded as a result of this procurement, the DBE/ACDBE/SBE Participation Plan submitted by the successful Proposer/Bidder/Qualifier and the terms, conditions and requirements contained in this notice shall become an integral part of the contract, binding said Proposer/Bidder/Qualifier to full and faithful performance in accordance with said plan.
- G. Any award resulting from the procurement shall be and is conditioned upon the attainment of the aforesaid goals or the satisfactory showing of good faith efforts to attain said goals.
- H. All successful Proposers/Bidders/Qualifiers must submit all the required documents to project managers prior to OCI final written approval to proceed (i.e. fully executed contract, that includes Purchase Order, Certification Request, Signature page of the contract between successful Proposers/Bidders/Qualifiers with the City of Cleveland, City Ordinance, Board Control Resolution (*all proposed DBEs/ACDBEs, Non DBE/ACDBEs and SBEs should be*

listed), all Sub-contractual/consultant Agreements, Post Project Summary and Project Contract Summary). Affirmative Action and/or EEO-1 forms are to be submitted to OCI bi-annually.

- I. During the performance of any resulting contract and for a period of up to three (3) years following completion of the contract work, the Airport may initiate reviews for compliance with the requirements of the Airport's DBE/ACDBE/SBE Program and the successful Proposer's/Bidder's/Qualifier's (hereinafter "*Contractor*") DBE/ACDBE/SBE Participation Plan. Such reviews will require the submissions of payment or revenue reports utilizing the B2GNow Contract Compliance online monthly utilization reporting program at this link: <https://clevelanddiversitycompliance.com/>. Supporting documents invoices, canceled checks, desk audits and/or onsite reviews are uploaded for compliance review. Where a Contractor is found by the Airport to have failed to comply with the requirements of the DBE/ACDBE Program and SBE Element or the Contractor's DBE/ACDBE/SBE Participation Plan, the Contractor will be required to take corrective action. If corrective action is not promptly taken by the offending Contractor, the following sanctions may be imposed (singly, in any combination and in addition to any other remedies provided by law or equity):
1. The Airport may withhold all further payments under the contract.
 2. The Contractor may be ordered to stop work
 3. The contract may be terminated for breach.
 4. Suspension or debarment proceedings may be commenced in accordance with 49 CFR, Part 29.
 5. The Director of Purchasing and Supplies may find the defaulting contractor non-responsible in respect to other solicitations for a stated period of time.
 6. The relevant performance bond(s) may be enforced.
 7. The contract payments may be reduced by an amount equal to that designated in the DBE/ACDBE/SBE plan for DBE/ACDBE/SBE participation.

Reviews for non-federally funded projects (i.e. construction project, professional services projects, requirement projects) will require the submissions of a payment or revenue reports utilizing the B2GNow Contract Compliance online monthly utilization reporting program at this link: <https://clevelanddiversitycompliance.com/>. Supporting documents invoices, canceled checks, desk audits and/or onsite reviews are uploaded for compliance review.

- J. Upon completion of the project (or portion of the project for partial releases of retainage) or completion of any subcontractor/subconsultant/subconcessionaire portion of the project, and upon receipt of all required documentation and deliverables, the Airport will approve release of retainage or portions thereof directly to the Contractor/Consultant. The Contractor/Consultant shall release retainage due to each subcontractor/sub consultant or material supplier within ten (10) days following Owner's payment to the Contractor/Consultant for work completed or material supplied.
- K. Agreements between a supplier/contractor and DBE/ACDBE/SBE in which the latter promises not to provide subcontracting quotations to other suppliers/contractors are prohibited.
- L. The Contractor will keep records and documents for three (3) years following performance of this contract to indicate compliance with this notice. Such records and, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the Airport and will be submitted to Airport upon request with any other compliance information which such representative may require.
- M. If at any time, the Department of Transportation or the Airport has reason to believe that any person or firm has willfully or knowingly provided incorrect information or made a false statement, it may refer the matter to the General Counsel of the Department of Transportation. They may initiate debarment proceedings in accordance with 41 CFR 1-1.604 and 12-1.602 and/or refer the matter to the Department of Justice under 18 U.S.C. 1001, as they deem appropriate.
- N. Proposers and Contractors agree to be bound by all the requirements, terms and conditions of this notice.
- O. Nothing in this notice shall be interpreted to diminish the present contract compliance review.

ENCLOSURE B-1

DECLARATION OF PROPOSED DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) UTILIZATION

THIS PAGE MUST BE COMPLETED BY PRIME PROPOSER /BIDDER/QUALIFIER TO INDICATE THE AMOUNT (PERCENTAGE)
OF DBE/ACDBE PARTICIPATION.

The undersigned, as a representative of the entity, _____, is submitting a bid/proposal for the _____ project, hereby acknowledges that the DBE/ACDBE goal established for this project is _____ %.

Note: Proposer/Bidder/Qualifier shall make one of the two certifications noted below:

1. The Proposer/Bidder/Qualifier further represents that the proposed level of DBE/ACDBE participation as set forth in the enclosed Schedule of DBE/ACDBE participation for this project is _____ % and represents attainment of the DBE/ACDBE participation goal Letters of Intent confirming the proposed participation of the DBEs/ACDBEs set forth on the Schedule of DBE/ACDBE Participation are attached.

2. The Proposer/Bidder/Qualifier further represents that the proposed level of DBE/ACDBE participation as set forth in the enclosed Schedule of DBE/ACDBE participation for this project is _____ %. However, this level of DBE/ACDBE participation is less than the goal established for this project. The Proposer/Bidder/Qualifier has attached:
 - a. the Schedule of DBE/ACDBE participation showing the level of DBE/ACDBE participation the Proposer/Bidder/Qualifier has been able to obtain, supplemented with Letters of Intent confirming the proposed participation of the DBE/ACDBEs set forth on the Schedule of DBE/ACDBE Participation; and,
 - b. documentation of the Proposer's/Bidder's/Qualifier's good faith efforts to achieve the goal established for this project. This documentation shall include Certificates of DBE/ACDBE Unavailability for each contacted by the prime Proposer/Bidder/Qualifier which will not be participating in performance of the contract). The documentation of the efforts is discussed in greater detail in the Good Faith Efforts section.

Date

Representative of Proposer/Bidder/Qualifier

Title

(TO BE SUBMITTED WITH BID/PROPOSAL)

**ENCLOSURE B-2
DBE/ACDBE AFFIDAVIT**

**THIS PAGE IS TO BE COMPLETED BY ALL DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT
CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) PROPOSED TO PARTICIPATE
ON THIS PROJECT.**

I hereby declare and affirm that I am (company representative) _____ and
duly authorized representative of the _____
_____ (name of corporation or joint venture) whose
address is _____

I HEREBY DECLARE AND AFFIRM THAT I AM A DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT
CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) AS DEFINED BY 49 CFR
Part(s) 23 or 26. I WILL PROVIDE INFORMATION AND/OR THE CERTIFICATION TO DOCUMENT THIS
FACT **(attach copy of certification)**.

I DO SOLEMNLY SWEAR OR DECLARE AND AFFIRM THAT THE CONTENTS OF THE FOREGOING
STATEMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE
FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

State of _____)
_____))
City and County of _____)

On this _____ day of _____, _____, before me, the undersigned
officer personally appeared.

_____, known to me to be the person described in the above
mentioned Affidavit, and acknowledged that he/she executed the same in the capacity therein stated and
for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public)

(SEAL)

ENCLOSURE B-3

**CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
(DBE/ACDBE) PARTICIPATION PLAN**

| | |
|---------------------------------|---------------------------------------|
| Name of Prime Contractor | |
| Name of Project | |
| Project/Contract No | Total BASE Bid/Proposal Amount |

***** All firms must provide FEDERAL TAX ID NUMBER*** and must complete and sign a B-4A form*******

| Name of CERTIFIED DBE/ACDBE | Federal Tax ID (must provide) | Address | Contact Person | Scope of Work | Percent Participation | Dollar Value of Work |
|------------------------------------|-------------------------------|---------|----------------|---------------|-----------------------|----------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| Total DBE/ACDBE Dollars (%) | | | | | | |

The undersigned will enter into formal agreement with the certified DBEs/ACDBEs listed above for work in this schedule conditioned upon the award of a contract by the Cleveland Airport System.

| | | | | |
|---|---------------|------------------|------------|-------------|
| Signature of Prime Contractor Representative | Email: | Telephone | Fax | Date |
|---|---------------|------------------|------------|-------------|

ENCLOSURE B-4A

LETTER OF INTENT TO PERFORM AS A CERTIFIED DBE/ACDBE SUB-CONTRACTOR/CONSULTANT

This form is to be completed by Prime Contractors and Consultants and ALL certified DBE and ACDBE Sub-contractors and Sub-consultants.

Project Name: _____

Location: _____

TO BE COMPLETED BY PRIME CONTRACTOR/CONSULTANT

Prime Contractor/Consultant: _____

(FEDERAL TAX ID – MUST PROVIDE _____)

I am the _____ and duly authorized representative of the (firm of) _____, which intends to perform work for the above project operating as *(strike out conditions that do not apply)* an individual, a Company, a Corporation, organized and existing under the law of the State of _____, or a Proprietorship, a Partnership, or Joint Venture consisting of:

TO BE COMPLETED BY CERTIFIED SUB-CONTRACTORS/CONSULTANTS

DBE/ACDBE Subcontractors/consultants: _____

The firm I represent is a Disadvantaged Business Enterprise/Airport Concession Disadvantaged Business Enterprise which is currently certified by the Ohio Unified Certification Program as DBE/ACDBE with a certification date of _____. My firm is certified to perform work in the following areas: *(Please provide a description of ALL work along with the NAICS Code for which your firm is certified):*

NAICS DESCRIPTION

NAICS CODE

| NAICS DESCRIPTION | NAICS CODE |
|-------------------|------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The undersigned is prepared to perform the following described work in connection with the above project: *(Specify in appropriate detail particular work items or parts to be performed along with NACIS Code for this project only. Also, please provide associated pricing with work outlined)*

| <u>Type of Work and Items</u> | <u>Price Associated</u> |
|-------------------------------|-------------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |

5. _____
 You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows (Do not leave the chart below blank. Information is to be provided for ALL procurements with the exception of RFQ's (task order) and concessions (ACDBE) projects.

If the chart below has not been completed the form will be considered **INCOMPLETE** and will be returned and potentially delay the procurement process):

| <u>Type of Work and Items</u> | <u>Work Hours Involved</u> | <u>Projected Commencement Date</u> | <u>Projected Completion Date</u> |
|-------------------------------|----------------------------|------------------------------------|----------------------------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |

REPRESENTATION TO UTILIZE 2ND/3RD TIER SUB-CONTRACTOR/CONSULTANTS

I further represent that _____ percent (___ %) of the dollar value of my subcontract will be performed by 2nd___/3rd___ tier contractors and/or suppliers, which are: ___certified/___not certified by the Disadvantaged Business Enterprise/Airport as an Airport Concession Disadvantaged Business Enterprise. (Please provide 2nd/3rd tier sub information on form B-7).

NOTE: **All** sub-contractor/consultant agreements with certified and or non-certified sub-contractors/sub-consultants must be provided to OCI prior to issuance of the DBE/ACDBE Notice to Proceed (NTP). Delay in receipt of this information can directly impact the project timeline.

TO BE COMPLETED BY CERTIFIED SUB-CONTRACTOR/CONSULTANTS

The undersigned DBE/ACDBE will enter into a formal agreement for the above work with _____ (Prime contractor/consultant) conditioned upon your execution of a contract with the Airport.

Respectfully submitted this
 _____ Day _____, 20____

(Certified DBE or ACDBE Firm Name) _____

(Address) _____

(Signature) _____

(Name Typed) _____

(Title) _____

Required Contact Information

Email: _____

Telephone Number: _____

Fax Number: _____

(SEAL IF PROPOSER IS A CORPORATION)

ENCLOSURE B-4B

**LETTER OF INTENT TO PERFORM AS A NON-CERTIFIED DBE/ACDBE and SBE
SUBCONTRACTOR/SUBCONSULTANT**

This form is to be completed by Prime Contractors and Consultants and ALL NON-CERTIFIED DBE, ACDBE and SBE Subcontractors and Sub-consultants.

Project Name: _____

Location: _____

TO BE COMPLETED BY PRIME CONTRACTOR/CONSULTANT

Prime Contractor/Consultant:

(Federal Tax ID Number – MUST PROVIDE _____)

I am the _____ and duly authorized representative of the (firm of) _____, which intends to perform work for the above project operating as (*strike out conditions that do not apply*) an individual, a Company, a Corporation, organized and existing under the law of the State of _____, or a Proprietorship, a Partnership, or Joint Venture consisting of:

TO BE COMPLETED BY NON-CERTIFIED DBE/ACDBE AND SBE SUB CONTRACTORS /CONSULTANTS

Sub-Contractor/Consultant: _____

I am the _____ and duly authorized representative of the (firm of) _____, which intends to perform work for the above project operating as (*strike out conditions that do not apply*) an individual, a Company, a Corporation, organized and existing under the law of the State of _____, or a Proprietorship, a Partnership, or Joint Venture consisting of:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows (Do not leave the chart below blank. Information is to be provided for ALL procurements with the exception of RFQ's (task order) and concessions (revenue generating) projects. If the chart below has not been completed the form will be considered **INCOMPLETE** and will be returned and potentially delay the procurement process):

| <u>Type of Work and Items</u> | <u>Work Hours Involved</u> | <u>Projected Commencement Date</u> | <u>Projected Completion Date</u> |
|-------------------------------|----------------------------|------------------------------------|----------------------------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ |

REPRESENTATION TO UTILIZE 2ND/3RD TIER SUB-CONTRACTOR/CONSULTANTS

I further represent that _____ percent (___ %) of the dollar value of my subcontract will be performed by 2nd ___ / 3rd ___ tier subcontractors and/or suppliers, which are: ___ certified / ___ not certified by the Airport as an Airport Concession/Disadvantaged Business Enterprise. *(Please provide 2nd/3rd tier sub information on form B-7).*

NOTE: All sub-contractor/consultant agreements with certified and non-certified sub-contractors/consultants must be provided to the Airport prior to issuance of the SBE/DBE/ACDBE Notice to Proceed (NTP). Delay in receipt of this information can directly impact the project timeline.

TO BE COMPLETED BY NON-CERTIFIED SUB-CONTRACTOR/CONSULTANTS

The undersigned sub-contractor/consultant will enter into a formal agreement for the above work with _____ (prime contractor/consultant) conditioned upon the execution of a contract with the Airport.

Respectfully submitted, this
 _____ Day _____, 20____

(NON-CERTIFIED DBE/ACDBE Firm Name)

(Address)

(Signature)

(Name Typed)

(Title)

Required Contact Information:

Email: _____

Telephone Number: _____

Fax Number: _____

(SEAL IF PROPOSER IS A CORPORATION)

ENCLOSURE B-5

GOOD FAITH EFFORTS GUIDELINES

Instructions: In the event a competitor is unable to commit to full attainment of an established SBE/DBE/ACDBE contract specific goal, a good faith efforts evaluation must be conducted by the Airport. All competitors must provide documentation demonstrating all of the steps outlined below were taken in attempting to obtain SBE/DBE/ACDBE participation. **ALL GOOD FAITH EFFORT DOCUMENTATION MUST BE SUBMITTED AT THE TIME OF BID/PROPOSAL/QUALIFICATION.** With the exception of the RFQ process, the Airport is not allowed to contact potential contractors/consultants prior to selection of the successful bidder/proposer regarding information submitted. If good faith efforts are not submitted at the time of bid/proposal the bidder/proposer will be deemed **NON-COMPLIANT.**

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform SBE/DBE/ACDBEs of contracting and subcontracting opportunities;
2. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the contractor provided written notice to a reasonable number of specific DBEs/ACDBEs/SBEs, that their interest in the contract was being solicited in sufficient time to allow the DBEs/ACDBEs/SBEs to participate effectively;
4. Whether the contractor followed up initial solicitations of interest by contacting DBE/ACDBEs to determine with certainty whether the DBE/ACDBEs/SBEs were interested;
5. Whether the contractor selected portions of the work to be performed by DBE/ACDBEs/SBEs in order to increase the likelihood of meeting the DBE/ACDBE/SBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE/ACDBE/SBE participation);
6. Whether the contractor provided interested DBEs/ACDBEs/SBEs with adequate information about the plans, specifications and requirements of the contract;
7. Whether the contractor negotiated in good faith with interested DBEs/ACDBEs/SBEs, not rejecting DBEs/ACDBEs/SBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Whether the contractor made efforts to assist interested DBEs/ACDBEs/SBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
9. Whether the contractor effectively used the services of available minority community organizations; disadvantaged contractors' groups; local, state and Federal disadvantaged business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs/ACDBEs/SBEs.

***PLEASE ATTACH ALL SUPPORTING DOCUMENTATION OF THE GOOD FAITH EFFORTS TO THE BID/PROPOSAL/QUALIFICATIONS. COMPETITORS WILL BE DETERMINED NON-COMPLIANT WITHOUT THE APPROPRIATE SUPPORTING GOOD FATIH EFFORTS DOCUMENTATION.**

(PAGE INTENTIONALLY LEFT BLANK)

ENCLOSURE B-6

NON-CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE / AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE SUB-CONTRACTOR/CONSULTANT (NON-CERTIFIED DBE/ACDBE) AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION PLAN

****Bidders MUST make a Good Faith Effort to meet the established SBE Goal****

| | |
|---------------------------------|------------------------------|
| Name of Prime Contractor | |
| Name of Project | |
| Project/Contract No | Total BASE Bid Amount |

***** All firms must provide FEDERAL TAX ID NUMBER AND COMPLETE FORM B-4B*****

| SBE YES NO | Name of NON-CERTIFIED DBE/ACDBE <i>(For SBE - Identify if DBE/ACDBE)</i> | Federal Tax ID <i>(must provide)</i> | Address | Contact Person | Scope of Work | Percent Participation | Dollar Value of Work (Non-Certified DBE/ACDBE) | Dollar Value of Work (SBE) |
|------------|---|---|---------|----------------|---------------|-----------------------|--|----------------------------|
| | 1. | | | | | | | |
| | 2. | | | | | | | |
| | 3. | | | | | | | |
| | 4. | | | | | | | |
| | 5. | | | | | | | |
| | 6. | | | | | | | |
| | | | | | | | Total NON-CERTIFIED DBE/ACDBE Dollars (%) | |

The undersigned will enter into formal agreement with the subcontractors listed above for work in this schedule conditioned upon the award of a contract by the Cleveland International Airport.

| | | | | |
|---|---------------|------------------|------------|-------------|
| Signature of Prime Contractor Representative | Email: | Telephone | Fax | Date |
|---|---------------|------------------|------------|-------------|

ENCLOSURE B-8

2ND/3RD TIER SUBCONTRACTOR/SUBCONSULTANT FORM

THIS FORM IS TO PROVIDE A LISTING OF ALL 2ND/3RD TIER SUB-CONTRACTORS AND SUBCONSULTANTS PERFORMING ON THE PROJECT. ALL SUBCONTRACTOR AGREEMENTS MUST BE PROVIDED PRIOR TO RECEIVING A DBE/ACDBE NTP (NOTICE TO PROCEED). DELAY IN RECEIPT OF THIS INFORMATION CAN DIRECTLY IMPACT PROJECT SCHEDULE.

DEFINITIONS

2ND TIER SUB-CONTRACTORS/CONSULTANTS – CONTRACTORS THAT CONTRACT DIRECTLY WITH THE 1ST TIER SUB-CONTRACTORS/CONSULTANTS.

3RD TIER SUB-CONTRACTOR/CONSULTANTS – CONTRACTORS THAT CONTRACT DIRECTLY WITH THE 2ND TIER SUB-CONTRACTORS/CONSULTANTS.

| Name of Prime Contractor | | Total BASE Bid Amount | | | | | | |
|--|---|--|--------------------------------|-------------------------------|---------|----------------|---------------|---------------------|
| Name of Project | | **** All firms must provide FEDERAL TAX ID NUMBER AND COPIES OF AGREEMENTS**** | | | | | | |
| 2 nd /3 rd Tier Sub-Contractor/Consultant Name | 1 st TIER Sub-Contractor/Consultant w/Agreement w/ 2 nd /3 rd Tier | Identify 2 nd Tier 3 rd Tier | CERTIFIED DBE/ACDBE (YES / NO) | Federal Tax ID (must provide) | Address | Contact Person | Scope of Work | Total Dollar Amount |
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| TOTAL DOLLARS | | | | | | | | |

The undersigned will enter into formal agreement with the subcontractors listed above for work in this schedule conditioned upon the award of a contract by the Cleveland International Airport.

| | | | | |
|--|--|-----------|--|------|
| Signature of Prime Contractor Representative | | Telephone | | Date |
| Email: | | Fax | | |

ENCLOSURE B-9

**EMERGENCY ADDITION-CONDITIONAL APPROVAL OF SUB-CONTRACTORS/CONSULTANT FORM
THIS FORM IS TO BE USED ONLY WHEN SUBCONTRACTOR/CONSULTANTS ARE TO BE ADDED ON AN EMERGENCY BASIS**

APPROVAL WILL BE GRANTED WITHIN 24 HOURS OF THE FORMAL REQUEST

PROJECT NAME: _____

CONTRACT NUMBER: _____ CONTRACT AMOUNT: _____

PRIME CONTRACTOR: _____

TO THE DIRECTOR OF THE CLEVELAND AIRPORT SYSTEM,
I RESPECTFULLY REQUEST YOUR CONSENT TO SUBLET TO: _____

(SUB-CONTRACTOR/CONSULTANT)

THE FOLLOWING WORK TO BE PERFORMED (ADD NAICS CODES):

SCOPE1: _____ NAICS CODE _____

SCOPE2: _____ NAICS CODE _____

SUB-AGREEMENT \$: _____ EST. WORK START DATE: _____ EST. COMPLETION DATE: _____

PROPOSED SUBCONTRACTOR INFORMATION

SUB-CONTRACTOR/SUBCONSULTANT TAX ID: _____ SUPPLIER ONLY: ___ YES/NO ___

SUB-CONTRACTOR/CONSULTANT CONTACT PERSON: _____

ADDRESS _____

TELEPHONE: _____ FAX _____

EMAIL: _____

(TIER SUB-CONTRACTOR OF THE SUB-CONTRACTOR ONLY – PLEASE LIST ORIGINAL SUBS NAME):

| TIER: 1, 2 OR 3 _____ | DBE CERTIFIED & CERTIFICATION DATE (YES/NO) | EST. START & COMPLETION DATE | PERCENTAGE (%) | TOTAL CONTRACT AMOUNT (\$) |
|--------------------------|--|------------------------------------|-------------------|-------------------------------------|
| SUBCONTRACTOR/CONSULTANT | | | | |
| | | | | |

BY SIGNING THIS FORM, THE CONTRACTOR LISTED BELOW HAS MADE ASSURANCES THAT ALL SUBCONTRACTORS LISTED ABOVE WHO ARE UTILIZED TOWARDS THE FULFILLMENT OF A DBE GOAL WILL BE PERFORMING A COMMERCIALY USEFUL FUNCTION AS OUTLINED IN 49 CFR PART 26. IF IT IS DISCOVERED THAT THE DBE IS NOT PERFORMING OR HAS NOT PERFORMED A COMMERCIALY USEFUL FUNCTION, THE PRIME CONTRACTOR WILL IMMEDIATELY NOTIFY THE EBED OFFICE OF ITS FINDINGS.

THE APPROVAL OF THIS FORM IS CONDITIONAL. FINAL APPROVAL WILL NOT BE GRANTED UNTIL ALL OCI'S ATTACHMENTS A & B FORMS ARE COMPLETED & CONTRACTUAL AGREEMENTS ARE SIGNED AND PROVIDED TO OCI WITHIN 5 DAYS OF SIGNATURE. THIS ADDITION MUST BE APPROVED BY THE AIRPORT DIRECTOR AND CITY OF CLEVELAND BOARD OF CONTROL. THIS CONTRACT IS SUBJECT TO STATE OF OHIO PREVAILING WAGE OR FEDERAL DAVIS BACON (WAGE & HOUR) REQUIREMENTS. PLEASE CONTACT 216-265-6606 FOR ADDITIONAL INFORMATION. IF THE WAGE & HOUR STANDARDS ARE NOT COMPLIED, PAYMENT TO THE CONTRACTOR CAN BE STOPPED OR THE PROJECT CAN BE STOPPED ENTIRELY.

PRIME CONTRACTOR SIGNATURE: _____ DATE: _____

REQUESTED SUB-CONTRACTOR SIGNATURE: _____ DATE: _____

FOR OCI USE ONLY

___ APPROVED ___ DENIED/Reason: _____

OCI SIGNATURE: _____ DATE _____

Certification and Compliance Reporting System

Log In

Vendor Certification

Search and/or join our database of CSB/MBE/FBE/LGBTBE and Section 3 Businesses

[Search Certified Directory](#)

[Apply for / Renew Certification](#)

Contracts

Search by contractor, contract number or description

[Contract Search](#)

Outreach

Opportunities for vendor involvement

[View Outreach Opportunities](#)

Account Access

Lookup Vendor accounts or reset user passwords

[Account Lookup](#)

[Forgot Password](#)

System Training

Learn how to fully utilize our system with a live trainer

[Training](#)

About the System

Learn more about this system and how it works today

[Information for Vendors](#)

ADDENDUM #1
Effective January 1, 2014

ATTACHMENT B

(DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT CONCESSIONS DISADVANTAGED
BUSINESS ENTERPRISE (DBE/ACDBE) UTILIZATION

III(J): Upon completion of the project (or portion of the project for partial releases of retainage) or completion of any subcontractor/subconsultant/subconcessionaire portion of the project, and upon receipt of all required documentation and deliverables, the Airport will approve release of retainage or portions thereof directly to the Contractor/Consultant. The Contractor/Consultant shall release retainage due to each subcontractor/sub consultant or material supplier within ten (10) days following Owner's payment to the Contractor/Consultant for work completed or material supplied.

Addendum:

1. *Lien Waivers* for each subcontractor/sub-consultant/sub-concessionaire for work completed or material supplied shall be a part of and included upon each submission of Contractor/Consultant's payment or revenue report (**Enclosure B-7A and B-7B Monthly Payment Compliance Report**).
2. *Final Affidavit of Compliance Prevailing Wage* shall be submitted upon each Contractor/Consultant's and each subcontractor/sub-consultant/sub-concessionaire's completion of the project (or portion of the project for partial releases of retainage).
3. After ten (10) days following Owner's final release of retainage, Contractor/Consultant shall submit a FINAL payment or revenue report (**Enclosure B-7A and B-7B Monthly Payment Compliance Report**) and Lien Waivers for each sub-contractor/sub-consultant. **A file audit shall be performed at once for non-compliance of this part.**
4. For project non-performance, a notification in the Contractor/Consultant's letterhead shall be a part of and included in the submission of payment or revenue report (**Enclosure B-7A and B-7B Monthly Payment Compliance Report**).

*III(C)(5): Request for **emergency** addition-conditional approval to utilize a subcontractor/consultant can be submitted by completing **Attachment B-9 (Emergency Addition-Conditional Approval of Subcontractor/consultant)**...*

Addendum:

1. Usage of the Emergency Form (B9) shall be limited to three (3).

All other provisions of Attachment A and Attachment B shall remain the same.



Department of Commerce

Division of Industrial Compliance & Labor

Bureau of Labor and Worker Safety
6606 Tussing Road, PO Box 4009
Reynoldsburg, OH 43068-9009
Phone 614-644-2450 | Fax 614-728-8639
TTY/TDD | 800-750-0750
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor
David Goodman, Director

**FINAL
AFFIDAVIT OF COMPLIANCE
PREVAILING WAGES**

I, _____, do hereby certify
(Name of person signing affidavit) (Title)

that the wages paid to all employees of : _____
(Company name)

for all hours worked on project: _____
(Project name)

_____ (Project location)

During the period from _____ to _____ are in compliance with
(Project Dates)

Prevailing Wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent) (Print Name of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

ADDENDUM#2

Effective August 1, 2014

ATTACHMENT B

(DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) UTILIZATION

III(J): Upon completion of the project (or portion of the project for partial releases of retainage) or completion of any subcontractor/subconsultant/subconcessionaire portion of the project, and upon receipt of all required documentation and deliverables, the Airport will approve release of retainage or portions thereof directly to the Contractor/Consultant. The Contractor/Consultant shall release retainage due to each subcontractor/sub consultant or material supplier within ten (10) days following Owner's payment to the Contractor/Consultant for work completed or material supplied.

Addendum2:

1. *Enclosure B-10 Affidavit of Compliance Prevailing Wage Partial Retainage Release shall be submitted upon each Contractor/Consultant's and each subcontractor/sub-consultant/sub-concessionaire's request for partial releases of retainage.*

All other provisions of Attachment A and Attachment B, including Addendum#1 shall remain the same.



ENCLOSURE B-10

AFFIDAVIT OF COMPLIANCE PREVAILING WAGE PARTIAL RETAINAGE RELEASE

RETAINAGE RELEASE: 8% _____ 2% _____

0%, Complete a FINAL AFFIDAVIT OF COMPLIANCE PREVAILING WAGE

I, _____ do hereby certify that the
(Name of person signing affidavit) (Title)

that the wages paid to all employees of: _____
(Company Name)

for all hours worked on project: _____
(Project Name)

(Project Location)

During the period from _____ to _____ are in compliance with
(Project Dates)

Prevailing Wage requirements of Davis-Bacon and Related Acts: 29 CFR Parts 1,3,5,6 and7; United States Code: 40 3141-3148 and of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages in connection with the project, other than those provided by law.

Signature of Officer of Agent

Print Name of Officer of Agent

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. The affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.



**OFFICE OF COMPLIANCE AND INCLUSION
(OCI)**

**SMALL BUSINESS ENTERPRISE
(SBE)**

**CERTIFICATION VERIFICATION
PROCESS**

CLEVELAND AIRPORT SYSTEM DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION PLAN
FEBRUARY 2012

A. Objective (49 CFR PART 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, the Cleveland Airport System (Airport) seeks to implement a small business element into its current DBE policy in accordance with applicable law. The Airport is including this element to facilitate competition by and expand opportunities for small businesses. The Airport is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The Airport will meet its objectives using a combination of the following methods and strategies:

1. Set asides: Where feasible, the Airport will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A "set-aside" is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Airport and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner's gender, race or geographic location.
2. Unbundling: The Airport, where feasible, may "unbundle" projects or separate large contracts which may be suitable for small business participation. The Airport will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be unbundled or bid separately. Similarly, the Airport will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

B. Definitions

1. Small Business: A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must

CLEVELAND AIRPORT SYSTEM DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION PLAN
FEBRUARY 2012

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meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations (13 CFR Part 121).

2. Disadvantaged Business: A for profit small business (as defined by the Small Business Administration)- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; whose socially and economically disadvantaged owners do not exceed the current PNW cap of \$1.32 million; whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the firm; and has been certified with the State of Ohio Unified Certification Program (UCP) in accordance with 49 CFR Part 26.

C. Certification and Verification Procedures

Firms seeking certification with the Airport must not exceed fifty percent (50%) of the NAICS Code threshold established by the SBA for their specific industry. All firms whose gross receipts exceed 50% of its industry NAICS threshold will not be certified as a SBE with the Airport.

The Airport will accept the following certifications for evaluation and possible certification and participation in the small business element of the Airport's DBE Program with applicable stipulations:

1. City of Cleveland, Office of Equal Opportunity Cleveland Small Business Certification (CSB) only.
2. Cuyahoga County Small Business Enterprise Certification
3. US SBA 8(a) Certification
4. Northeast Ohio Regional Sewer District Certification
5. Northern Ohio Supplier Diversity Council

*All firms certified with the entities listed above seeking Airport small business certification must submit the most recent three (3) years business tax returns, complete sections 1 and 3 part B of the Ohio UCP DBE application and submit proof of certification and areas of expertise with its Airport Small Business application.

**For purposes of the small business element of the Airport's DBE program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification.

***Minority and women-owned business enterprises awarded contracts under the small business enterprise set-aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation.

D. Registry

The Airport will maintain an Airport Small Business Registry for all firms it grants SBE certification. This registry is separate from the Ohio UCP DBE Directory and maintained solely by the Airport.

E. Contracts and Goals

1. The project manager (PM) and DBELO or the Small Business Officer (SBO) will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. **This set-aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy.** All Airport FAA-assisted contracts will have a minimum of a ten percent (10%) Small Business Enterprise (SBE) set-aside goal. All FAA-assisted contracts will be reviewed individually to determine if the SBE 10% set-aside goal is appropriate. The goal may be increased or decreased based on size and scope of the purchase. If it is determined after consideration of size and scope that a SBE goal of zero percent (0%) or no goal is to be assigned to a contract, the PM and/or SBO will document why a small business set aside goal is inappropriate. FAA-assisted purchases and contracts valued at \$1 million or less will be SBE set-aside contracts. We will request the successful SBE contractor utilize certified DBE firms as subcontractors on the project.
2. Unbundling: The Airport, where feasible, may "unbundle" projects or separate large contracts which may be suitable for small business participation. The Airport will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be unbundled or bid separately. Similarly, the Airport will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

F. Monitoring

All FAA-assisted contracts will be monitored monthly for small business participation.

G. Enforcement

1. A firm that does not meet the eligibility criteria of the Airport's small business program and that attempts to participate in a FAA-assisted program as a small business enterprise on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Airport may withhold payment, initiate suspension or debarment proceedings against that firm and recommend to The Department of Justice additional actions.
2. The Airport may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a small business in any FAA-assisted program or otherwise violates applicable Federal statutes

H. Implementation Schedule

The Airport will implement the small business element within six (6) months of the FAA's approval of the Small Business Participation Plan.

I. Assurances

The Airport makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

Please submit the following documents applicable to your company. You may be requested to submit other documentation as requested upon review by Emerging Business enterprise Development.

| Please submit the following for review: | |
|--|--|
| Completed Application UCP Application Sect. 1 and 3 | |
| NAICIS codes with documentation | |
| Copy of Certification from Approved Entity as an SBE | |
| Last 3 years Federal Business Tax Returns | |

CAS- SBE NAICS Industry Size Standards

| NAICS Codes | NAICS Industry Description | Size Standards in millions of dollars | Size standards in number of employees | CAS- Micro SBE Size Standards in millions of dollars | CAS- Micro SBE Size standards in number of employees |
|--|---|---------------------------------------|---------------------------------------|--|--|
| Sector 23 – Construction | | | | | |
| Subsector 236 – Construction of Buildings | | | | | |
| 236115 | New Single-family Housing Construction (Except For-Sale Builders) | \$33.5 | | \$16.75 | |
| 236116 | New Multifamily Housing Construction (except For-Sale Builders) | \$33.5 | | \$16.75 | |
| 236117 | New Housing For-Sale Builders | \$33.5 | | \$16.75 | |
| 236118 | Residential Remodelers | \$33.5 | | \$16.75 | |
| 236210 | Industrial Building Construction | \$33.5 | | \$16.75 | |
| 236220 | Commercial and Institutional Building Construction | \$33.5 | | \$16.75 | |
| Subsector 237 – Heavy and Civil Engineering Construction | | | | | |
| 237110 | Water and Sewer Line and Related Structures Construction | \$33.5 | | \$16.75 | |
| 237120 | Oil and Gas Pipeline and Related Structures Construction | \$33.5 | | \$16.75 | |
| 237130 | Power and Communication Line and Related Structures Construction | \$33.5 | | \$16.75 | |
| 237210 | Land Subdivision | \$7.0 | | | |
| 237310 | Highway, Street, and Bridge Construction | \$33.5 | | \$16.75 | |
| 237990 | Other Heavy and Civil Engineering Construction | \$33.5 | | \$16.75 | |
| 237990, Except | Dredging and Surface Cleanup Activities ² | \$20.0 | | \$10.00 | |
| Subsector 238 – Specialty Trade Contractors | | | | | |
| 238110 | Poured Concrete Foundation and Structure Contractors | \$14.0 | | \$7.00 | |
| 238120 | Structural Steel and Precast Concrete Contractors | \$14.0 | | \$7.00 | |
| 238130 | Framing Contractors | \$14.0 | | \$7.00 | |
| 238140 | Masonry Contractors | \$14.0 | | \$7.00 | |
| 238150 | Glass and Glazing Contractors | \$14.0 | | \$7.00 | |
| 238160 | Roofing Contractors | \$14.0 | | \$7.00 | |
| 238170 | Siding Contractors | \$14.0 | | \$7.00 | |
| 238190 | Other Foundation, Structure, and Building Exterior Contractors | \$14.0 | | \$7.00 | |
| 238210 | Electrical Contractors and Other Wiring Installation Contractors | \$14.0 | | \$7.00 | |
| 238220 | Plumbing, Heating, and Air-Conditioning Contractors | \$14.0 | | \$7.00 | |
| 238290 | Other Building Equipment Contractors | \$14.0 | | \$7.00 | |
| 238310 | Drywall and Insulation Contractors | \$14.0 | | \$7.00 | |
| 238320 | Painting and Wall Covering Contractors | \$14.0 | | \$7.00 | |
| 238330 | Flooring Contractors | \$14.0 | | \$7.00 | |
| 238340 | Tile and Terrazzo Contractors | \$14.0 | | \$7.00 | |
| 238350 | Finish Carpentry Contractors | \$14.0 | | \$7.00 | |
| 238390 | Other Building Finishing Contractors | \$14.0 | | \$7.00 | |
| 238910 | Site Preparation Contractors | \$14.0 | | \$7.00 | |
| 238990 | All Other Specialty Trade Contractors ¹³ | \$14.0 | | \$7.00 | |
| Sector 31 – 33 – Manufacturing | | | | | |
| Subsector 327 – Nonmetallic Mineral Product Manufacturing | | | | | |
| 327110 | Pottery, Ceramics, and Plumbing Fixture Manufacturing | | 750 | | 375 |
| 327120 | Clay Building Material and Refractories Manufacturing | | 750 | | 375 |
| 327211 | Flat Glass Manufacturing | | 1,000 | | 500 |
| 327212 | Other Pressed and Blown Glass and Glassware Manufacturing | | 750 | | 375 |
| 327213 | Glass Container Manufacturing | | 750 | | 375 |
| 327215 | Glass Product Manufacturing Made of Purchased Glass | | 500 | | 250 |
| 327310 | Cement Manufacturing | | 750 | | 375 |
| 327320 | Ready-Mix Concrete Manufacturing | | 500 | | 250 |
| 327331 | Concrete Block and Brick Manufacturing | | 500 | | 250 |
| 327332 | Concrete Pipe Manufacturing | | 500 | | 250 |
| 327390 | Other Concrete Product Manufacturing | | 500 | | 250 |
| 327410 | Lime Manufacturing | | 500 | | 250 |
| 327420 | Gypsum Product Manufacturing | | 1,000 | | 500 |
| 327910 | Abrasive Product Manufacturing | | 500 | | 250 |
| 327991 | Cut Stone and Stone Product Manufacturing | | 500 | | 250 |
| 327992 | Ground or Treated Mineral and Earth Manufacturing | | 500 | | 250 |
| 327993 | Mineral Wool Manufacturing | | 750 | | 375 |
| 327999 | All Other Miscellaneous Nonmetallic Mineral Product Manufacturing | | 500 | | 250 |

CAS-SBE NAICS Industry Size Standards

| Subsector 331 – Primary Metal Manufacturing | | | | | |
|--|--|--|-------|--|-----|
| 331110 | Iron and Steel Mills and Ferroalloy Manufacturing | | 1,000 | | 500 |
| 331210 | Iron and Steel Pipe and Tube Manufacturing from Purchased Steel | | 1,000 | | 500 |
| 331271 | Rolled Steel Shape Manufacturing | | 1,000 | | 500 |
| 331222 | Steel Wire Drawing | | 1,000 | | 500 |
| 331313 | Alumina Refining and Primary Aluminum Production | | 1,000 | | 500 |
| 331314 | Secondary Smelting and Alloying of Aluminum | | 750 | | 375 |
| 331315 | Aluminum Sheet, Plate and Foil Manufacturing | | 750 | | 375 |
| 331318 | Other Aluminum Rolling, Drawing, and Extruding | | 750 | | 375 |
| 331410 | Nonferrous Metal (except Aluminum) Smelting and Refining | | 1,000 | | 500 |
| 331420 | Copper Rolling, Drawing, Extruding, and Alloying | | 1,000 | | 500 |
| 331491 | Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding | | 750 | | 375 |
| 331492 | Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum) | | 750 | | 375 |
| 331511 | Iron Foundries | | 500 | | 250 |
| 331512 | Steel Investment Foundries | | 500 | | 250 |
| 331513 | Steel Foundries (except Investment) | | 500 | | 250 |
| 331523 | Nonferrous Metal Die-Casting Foundries | | 500 | | 250 |
| 331524 | Aluminum Foundries (except Die-Casting) | | 500 | | 250 |
| 331529 | Other Nonferrous Metal Foundries (except Die-Casting) | | 500 | | 250 |
| Subsector 332 – Fabricated Metal Product Manufacturing | | | | | |
| 332111 | Iron and Steel Forging | | 500 | | 250 |
| 332112 | Nonferrous Forging | | 500 | | 250 |
| 332114 | Custom Roll Forming | | 500 | | 250 |
| 332117 | Powder Metallurgy Part Manufacturing | | 500 | | 250 |
| 332119 | Metal Crown, Closure, and Other Metal Stamping (except Automotive) | | 500 | | 250 |
| 332215 | Metal Kitchen Cookware, Utensil, Cutlery, and Flatware (except Precious) Manufacturing | | 500 | | 250 |
| 332216 | Saw Blade and Handtool Manufacturing | | 500 | | 250 |
| 332311 | Prefabricated Metal Building and Component Manufacturing | | 500 | | 250 |
| 332312 | Fabricated Structural Metal Manufacturing | | 500 | | 250 |
| 332313 | Plate Work Manufacturing | | 500 | | 250 |
| 332321 | Metal Window and Door Manufacturing | | 500 | | 250 |
| 332322 | Sheet Metal Work Manufacturing | | 500 | | 250 |
| 332323 | Ornamental and Architectural Metal Work Manufacturing | | 500 | | 250 |
| 332410 | Power Boiler and Heat Exchanger Manufacturing | | 500 | | 250 |
| 332420 | Metal Tank (Heavy Gauge) Manufacturing | | 500 | | 250 |
| 332431 | Metal Can Manufacturing | | 1,000 | | 500 |
| 332439 | Other Metal Container Manufacturing | | 500 | | 250 |
| 332510 | Hardware Manufacturing | | 500 | | 250 |
| 332613 | Spring Manufacturing | | 500 | | 250 |
| 332618 | Other Fabricated Wire Product Manufacturing | | 500 | | 250 |
| 332710 | Machine Shops | | 500 | | 250 |
| 332721 | Precision Turned Product Manufacturing | | 500 | | 250 |
| 332722 | Bolt, Nut, Screw, Rivet and Washer Manufacturing | | 500 | | 250 |
| 332811 | Metal Heat Treating | | 750 | | 375 |
| 332812 | Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers | | 500 | | 250 |
| 332813 | Electroplating, Plating, Polishing, Anodizing and Coloring | | 500 | | 250 |
| 332911 | Industrial Valve Manufacturing | | 500 | | 250 |
| 332912 | Fluid Power Valve and Hose Fitting Manufacturing | | 500 | | 250 |
| 332913 | Plumbing Fixture Fitting and Trim Manufacturing | | 500 | | 250 |
| 332919 | Other Metal Valve and Pipe Fitting Manufacturing | | 500 | | 250 |
| 332991 | Ball and Roller Bearing Manufacturing | | 750 | | 375 |
| 332992 | Small Arms Ammunition Manufacturing | | 1,000 | | 500 |
| 332993 | Ammunition (except Small Arms) Manufacturing | | 1,500 | | 750 |
| 332994 | Small Arms, Ordnance, and Ordnance Accessories Manufacturing | | 1,000 | | 500 |
| 332996 | Fabricated Pipe and Pipe Fitting Manufacturing | | 500 | | 250 |
| 332999 | All Other Miscellaneous Fabricated Metal Product Manufacturing | | 750 | | 375 |

CAS-SBE NAICS Industry Size Standards

| Subsector 484 – Truck Transportation | | | | | |
|---|--|--------|--|---------|--|
| 484121 | General Freight Trucking, Long-Distance, Truckload | \$25.5 | | \$12.75 | |
| 484122 | General Freight Trucking, Long-Distance, Less Than Truckload | \$25.5 | | \$12.75 | |
| 484210 | Used Household and Office Goods Moving | \$25.5 | | \$12.75 | |
| 484220 | Specialized Freight (except Used Goods) Trucking, Local | \$25.5 | | \$12.75 | |
| 484230 | Specialized Freight (except Used Goods) Trucking, Long-Distance | \$25.5 | | \$12.75 | |
| Sector 54 – Professional, Scientific and Technical Services | | | | | |
| Subsector 541 – Professional, Scientific and Technical Services | | | | | |
| 541110 | Offices of Lawyers | \$10.0 | | \$5.00 | |
| 541191 | Title Abstract and Settlement Offices | \$10.0 | | \$5.00 | |
| 541199 | All Other Legal Services | \$10.0 | | \$5.00 | |
| 541211 | Offices of Certified Public Accountants | \$19.0 | | \$9.50 | |
| 541213 | Tax Preparation Services | \$19.0 | | \$9.50 | |
| 541214 | Payroll Services | \$19.0 | | \$9.50 | |
| 541219 | Other Accounting Services | \$19.0 | | \$9.50 | |
| 541310 | Architectural Services | \$7.0 | | \$3.50 | |
| 541320 | Landscape Architectural Services | \$7.0 | | \$3.50 | |
| 541330 | Engineering Services | \$14.0 | | \$7.00 | |
| 541340 | Drafting Services | \$7.0 | | \$3.50 | |
| 541350 | Building Inspection Services | \$7.0 | | \$3.50 | |
| 541360 | Geophysical Surveying and Mapping Services | \$14.0 | | \$7.00 | |
| 541370 | Surveying and Mapping (except Geophysical) Services | \$14.0 | | \$7.00 | |
| 541380 | Testing Laboratories | \$14.0 | | \$7.00 | |
| 541410 | Interior Design Services | \$7.0 | | \$3.50 | |
| 541420 | Industrial Design Services | \$7.0 | | \$3.50 | |
| 541430 | Graphic Design Services | \$7.0 | | \$3.50 | |
| 541490 | Other Specialized Design Services | \$7.0 | | \$3.50 | |
| 541511 | Custom Computer Programming Services | \$25.5 | | \$12.75 | |
| 541512 | Computer Systems Design Services | \$25.5 | | \$12.75 | |
| 541513 | Computer Facilities Management Services | \$25.5 | | \$12.75 | |
| 541519 | Other Computer Related Services | \$25.5 | | \$12.75 | |
| 541611 | Administrative Management and General Management Consulting Services | \$14.0 | | \$7.00 | |
| 541612 | Human Resources Consulting Services | \$14.0 | | \$7.00 | |
| 541613 | Marketing Consulting Services | \$14.0 | | \$7.00 | |
| 541614 | Process, Physical Distribution and Logistics Consulting Services | \$14.0 | | \$7.00 | |
| 541618 | Other Management Consulting Services | \$14.0 | | \$7.00 | |
| 541620 | Environmental Consulting Services | \$14.0 | | \$7.00 | |
| 541690 | Other Scientific and Technical Consulting Services | \$14.0 | | \$7.00 | |
| 541810 | Advertising Agencies ¹⁰ | \$14.0 | | \$7.00 | |
| 541820 | Public Relations Agencies | \$14.0 | | \$7.00 | |
| 541830 | Media Buying Agencies | \$14.0 | | \$7.00 | |
| 541840 | Media Representatives | \$14.0 | | \$7.00 | |
| 541850 | Outdoor Advertising | \$14.0 | | \$7.00 | |
| 541860 | Direct Mail Advertising | \$14.0 | | \$7.00 | |
| 541890 | Other Services Related to Advertising | \$14.0 | | \$7.00 | |
| 541910 | Marketing Research and Public Opinion Polling | \$14.0 | | \$7.00 | |
| 541921 | Photography Studios, Portrait | \$7.0 | | \$3.50 | |
| 541922 | Commercial Photography | \$7.0 | | \$3.50 | |
| 541930 | Translation and Interpretation Services | \$7.0 | | \$3.50 | |
| 541940 | Veterinary Services | \$7.0 | | \$3.50 | |
| 541990 | All Other Professional, Scientific and Technical Services | \$14.0 | | \$7.00 | |

CAS- SBE NAICS Industry Size Standards

| | | | | | |
|--|---|--------|-----|---------|-----|
| Subsector 561 – Administrative and Support Services | | | | | |
| 561110 | Office Administrative Services | \$7.0 | | \$3.50 | |
| 561210 | Facilities Support Services ¹² | \$35.5 | | \$17.75 | |
| 561311 | Employment Placement Agencies | \$25.5 | | \$12.75 | |
| 561312 | Executive Search Services | \$25.5 | | \$12.75 | |
| 561320 | Temporary Help Services | \$25.5 | | \$12.75 | |
| 561330 | Professional Employer Organizations | \$25.5 | | \$12.75 | |
| 561421 | Telephone Answering Services | \$14.0 | | \$7.00 | |
| 561422 | Telemarketing Bureaus and Other contact Centers | \$14.0 | | \$7.00 | |
| 561431 | Private Mail Centers | \$14.0 | | \$7.00 | |
| 561439 | Other Business Service Centers (including Copy Shops) | \$14.0 | | \$7.00 | |
| 561440 | Collection Agencies | \$14.0 | | \$7.00 | |
| 561491 | Repossession Services | \$14.0 | | \$7.00 | |
| 561492 | Court Reporting and Stenotype Services | \$14.0 | | \$7.00 | |
| 561499 | All Other Business Support Services | \$14.0 | | \$7.00 | |
| 561510 | Travel Agencies ¹⁰ | \$19.0 | | \$9.50 | |
| 561520 | Tour Operators ¹⁰ | \$19.0 | | \$9.50 | |
| 561591 | Convention and Visitors Bureaus | \$19.0 | | \$9.50 | |
| 561599 | All Other Travel Arrangement and Reservation Services | \$19.0 | | \$9.50 | |
| 561612 | Security Guards and Patrol Services | \$19.0 | | \$9.50 | |
| 561613 | Armored Car Services | \$19.0 | | \$9.50 | |
| 561621 | Security Systems Services (except Locksmiths) | \$19.0 | | \$9.50 | |
| 561622 | Locksmiths | \$19.0 | | \$9.50 | |
| 561720 | Janitorial Services | \$16.5 | | \$8.25 | |
| 561730 | Landscaping Services | \$7.0 | | \$3.50 | |
| 561740 | Carpet and Upholstery Cleaning Services | \$5.0 | | \$2.50 | |
| 561790 | Other Services to Buildings and Dwellings | \$7.0 | | \$3.50 | |
| 561910 | Packaging and Labeling Services | \$10.0 | | \$5.00 | |
| 561920 | Convention and Trade Show Organizers ¹⁰ | \$10.0 | | \$5.00 | |
| 561990 | All Other Support Services | \$10.0 | | \$5.00 | |
| Subsector 562 – Waste Management and Remediation Services | | | | | |
| 562111 | Solid Waste Collection | \$35.5 | | \$17.75 | |
| 562112 | Hazardous Waste Collection | \$35.5 | | \$17.75 | |
| 562119 | Other Waste Collection | \$35.5 | | \$17.75 | |
| 562211 | Hazardous Waste Treatment and Disposal | \$35.5 | | \$17.75 | |
| 562212 | Solid Waste Landfill | \$35.5 | | \$17.75 | |
| 562213 | Solid Waste Combustors and Incinerators | \$35.5 | | \$17.75 | |
| 562910 | Remediation Services | \$19.0 | | | |
| 562910_Except | Environmental Remediation Services ¹⁴ | | 500 | | 250 |
| 562920 | Materials Recovery Facilities | \$19.0 | | \$9.50 | |
| 562991 | Septic Tank and Related Services | \$7.0 | | \$3.50 | |
| 562998 | All Other Miscellaneous Waste Management Services | \$7.0 | | \$3.50 | |

SECTION 1: COMPANY INFORMATION

A. General Information

| | | | |
|--|-------------------|-----------------------------------|-------------|
| 1. *Legal name of business: | | 2. *Other names used by business: | |
| 3. Website (if have one): | | 4. *Federal tax ID: | |
| 5. *Company phone #: | 6. Other phone #: | 7. Company fax #: | |
| 8. E-mail communications: <input type="checkbox"/> Yes <input type="checkbox"/> No | | 9. *County | |
| 10. *Street address of firm (No P.O. box): | | City: | State: Zip: |
| 11. Mailing address of firm (if different): | | City: | State: Zip: |

*Indicates required field

DBE Unified Certification Application

B. Business Profile

| | | | | | | | | | | | | | | | | | | | |
|---|---|----------------|------------|----------------|--|----------|--|--|------------|----------------|--|----------|--|--|------------|----------------|--|----------|--|
| 1. *Date the firm was established: __/__/__ | 2. *I/We have owned this firm since: __/__/__ | | | | | | | | | | | | | | | | | | |
| 3. *Method of acquisition (check all that apply): <input type="checkbox"/> Started new <input type="checkbox"/> Inherited <input type="checkbox"/> Purchased existing <input type="checkbox"/> Merger or consolidation <input type="checkbox"/> Secured concession <input type="checkbox"/> Other (explain) | | | | | | | | | | | | | | | | | | | |
| 4. *Number of employees: Full time _____ Part time _____ | | | | | | | | | | | | | | | | | | | |
| 5. *Legal structure (check all that apply): <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> C-Corporation | | | | | | | | | | | | | | | | | | | |
| 6. *Has your firm ever existed under different ownership, a different type of ownership, or a different name? <input type="checkbox"/> Yes <input type="checkbox"/> No, If Yes, explain: | | | | | | | | | | | | | | | | | | | |
| 7. *Does this firm rely on any other firm for management functions or employee payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No, If Yes, explain: | | | | | | | | | | | | | | | | | | | |
| 8. *Specify the annual gross receipts of the firm for the last 3 complete fiscal years: <table style="width:100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%;">Year _____</td> <td style="width: 20%;">Total receipts</td> </tr> <tr> <td></td> <td>\$ _____</td> <td></td> </tr> <tr> <td></td> <td>Year _____</td> <td>Total receipts</td> </tr> <tr> <td></td> <td>\$ _____</td> <td></td> </tr> <tr> <td></td> <td>Year _____</td> <td>Total receipts</td> </tr> <tr> <td></td> <td>\$ _____</td> <td></td> </tr> </table> | | | Year _____ | Total receipts | | \$ _____ | | | Year _____ | Total receipts | | \$ _____ | | | Year _____ | Total receipts | | \$ _____ | |
| | Year _____ | Total receipts | | | | | | | | | | | | | | | | | |
| | \$ _____ | | | | | | | | | | | | | | | | | | |
| | Year _____ | Total receipts | | | | | | | | | | | | | | | | | |
| | \$ _____ | | | | | | | | | | | | | | | | | | |
| | Year _____ | Total receipts | | | | | | | | | | | | | | | | | |
| | \$ _____ | | | | | | | | | | | | | | | | | | |
| 9. *Type(s) of work <i>(NAICS code will be assigned based on type of work description. Provide as much description as possible.)</i> a. Type of work description: b. Type of work description: c. Type of work description: | | | | | | | | | | | | | | | | | | | |

*Indicates required field

SECTION 2: COMPANY OWNERS AND REPRESENTATIVES

Instructions:

- This application must include every individual with ownership in the firm, every individual who is an officer of the company or on the board of directors, and every employee with significant responsibilities as listed in section B.
- One of the individuals entered must be designated as the company contact. The company contact will be the person to whom future correspondence will be addressed.
- If necessary, copy the pages of this application to enter information for additional individuals.
 - ⇒ At the top of each page is a place for the owner or representative's name. This is critical if your application has more than one individual—it will allow you to keep track of which owner or representative the information pertains to.

A. General Information (Company Owner or Representative)

| | | |
|--|--|------------|
| 1. *Name (first, middle initial, last): | 2. *Role: <input type="checkbox"/> Company Owner <input type="checkbox"/> Company Representative | 3. *Title: |
| 4. *Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female | 5. *Ethnic group membership (check all that apply): <input type="checkbox"/> White Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific <input type="checkbox"/> Subcontinent Asian <input type="checkbox"/> Other (specify) _____ | |
| 6. *Salary: \$ _____ | | |
| 7. Phone #: (____) _____ - _____ ext _____ | | |
| 8. *Is this owner or representative the company contact? (One, and only one, owner or representative must be designated as the company contact.) <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 9. *Enable online account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter email address: _____ | | |

*Indicates required field

DBE Unified Certification Application

Name (first, middle initial, last): _____

Instructions:

- Owner information must be provided for every company owner, regardless of the percentage of ownership. If necessary, copy the pages of this application to add additional owners.

C. Personal Information (Company Owner)

| | | | | | | |
|---|--|--|-------------|------------------|----------------|----|
| 1. *Home address (street and number): | City: | State: | Zip: | | | |
| 2. *Home phone #: | 3. *Ownership percentage: | 4. *Married status: <input type="checkbox"/> Married <input type="checkbox"/> Single | | | | |
| 5. *U.S. citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. If No, legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| 7. Familial relationship to other owners: | | | | | | |
| 8. Has any trust been created for the benefit of this disadvantaged owner? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain: | | | | | | |
| 9. *Number of years as an owner? | | | | | | |
| 10. Please list all investments made to acquire current ownership stake in the company: | | | | | | |
| *1. | Date | Ownership % | # of Shares | Share Class | Investment | |
| | | | | | Cash | \$ |
| | | | | | Real Estate | \$ |
| | | | | | Equipment | \$ |
| | | | | | Other | \$ |
| 2. | | | | | Cash | \$ |
| | | | | | Real Estate | \$ |
| | | | | | Equipment | \$ |
| | | | | | Other | \$ |
| 3. | | | | | Cash | \$ |
| | | | | | Real Estate | \$ |
| | | | | | Equipment | \$ |
| | | | | | Other | \$ |
| 11. Do any of your immediate family members own or manage another company? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
| If Yes, then list (use additional space if needed): | | | | | | |
| | Name | Relationship | Company | Type of Business | Own or Manage? | |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |

*Indicates required field

DBE Unified Certification Application

Name (first, middle initial, last):

Instructions:

- Complete the following worksheets first, then use the information to complete the balance sheet at the end of the section.
- Complete all fields of an applicable worksheet. For example, if an owner has stocks, be sure to provide Security Name, Number of Shares, and Year-end Market Value per Share.
- If more than one owner is applying, supply the following information for each owner (*make copies of these pages if necessary*).

D. Personal Net Worth Worksheets (Required for all owners)

Enter year for which the following net worth worksheets apply:

| Life Insurance Worksheet | | | |
|--------------------------|-------------|----------------------|---------------|
| Insurance Company | Face Amount | Cash Surrender Value | Beneficiaries |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

| Stocks and Bonds Worksheet | | |
|----------------------------|------------------|---------------------------------|
| Security Name | Number of Shares | Year-end Market Value per Share |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

| Unpaid Taxes Worksheet | |
|------------------------|--------|
| Type of Tax | Amount |
| 1. | |
| 2. | |
| 3. | |
| 4. | |

DBE Unified Certification Application

Name (first, middle initial, last): _____

| Real Estate and Real Estate Mortgages Worksheet | | | | |
|--|----------------|----------------|---------------|-------------------------|
| Type of Property | Street Address | Date Purchased | Original Cost | Current Estimated Value |
| 1. | | | | |
| Is there a mortgage on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If Yes, complete the mortgage holder information for each mortgage on the property.)</i> Name of mortgage holder: _____ Mortgage balance: \$ _____ Mortgage holder address: Street (No P.O. box): _____ City: _____ State: _____ Zip: _____ | | | | |
| Type of Property | Street Address | Date Purchased | Original Cost | Current Estimated Value |
| 2. | | | | |
| Is there a mortgage on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If Yes, complete the mortgage holder information for each mortgage on the property.)</i> Name of mortgage holder: _____ Mortgage balance: \$ _____ Mortgage holder address: Street (No P.O. box): _____ City: _____ State: _____ Zip: _____ | | | | |
| Type of Property | Street Address | Date Purchased | Original Cost | Current Estimated Value |
| 3. | | | | |
| Is there a mortgage on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If Yes, complete the mortgage holder information for each mortgage on the property.)</i> Name of mortgage holder: _____ Mortgage balance: \$ _____ Mortgage holder address: Street (No P.O. box): _____ City: _____ State: _____ Zip: _____ | | | | |

DSE Unified Certification Application

Name (first, middle initial, last):

Other Personal Property Worksheet

| | Asset Name | Asset Type | Current Estimated Value |
|----|------------|------------|-------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Other Assets Worksheet

| | Asset Name | Asset Type | Current Estimated Value |
|----|------------|------------|-------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Notes Payable Worksheet

| Noteholder Name | Noteholder Address | Original Balance | Current Balance | Payment Amount | Payment Frequency | Collateral Type |
|-----------------|--------------------|------------------|-----------------|----------------|-------------------|-----------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |

Other Liabilities Worksheet

| | Liability | Amount |
|----|-----------|--------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

DBE Unified Certification Application

Name (first, middle initial, last):

E. Personal Net Worth Statement (Required for all owners)

| Balance Sheet | | | |
|--------------------------------------|--------------|--|--------------|
| Assets | (Omit cents) | Liabilities | (Omit cents) |
| Cash on hand and in banks: | \$ | Accounts payable: | \$ |
| Savings accounts: | \$ | Notes payable to banks and others (worksheet): | \$ |
| IRA or other retirement accounts: | \$ | | |
| Accounts and notes receivable: | \$ | Installment account (other): | \$ |
| Life insurance (worksheet): | \$ | Loan on life insurance: | \$ |
| Stocks and bonds (worksheet): | \$ | Unpaid taxes (worksheet): | \$ |
| Real estate (worksheet): | \$ | Mortgages on real estate (worksheet): | \$ |
| Automobiles-estimated current value: | \$ | Installment account (auto): | \$ |
| Other personal property (worksheet): | \$ | | |
| Other assets (worksheet): | \$ | Other liabilities (worksheet): | \$ |
| Total assets: | \$ | Total liabilities: | \$ |
| (minus total liabilities) | (-\$) | | |
| Owner net worth: | \$ | Year: _____ | |

FAA REQUIRED CERTIFICATES

**BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR
CONSTRUCTION CONTRACTS**

- (a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, as defined in (b) below.
- (b) The Aviation Safety and Capacity Expansion Act of 1990 provide that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
- a. **Steel and manufactured products.** As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
 - b. **Components.** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
 - c. **Cost of components.** This means the costs for production of the components, exclusive of final assembly labor costs.
- (c) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the contractor, subcontractors, and suppliers in the performance of this contract. Exceptions may be granted if:
- a. Goods are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality;
 - b. A domestic preference would be inconsistent with the public interest; or
 - c. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
 - d. The product is for use outside the U.S.
 - e. If facilities and equipment are being acquired under the Airport and Airway Improvement Act of 1982 then no funds may be obligated unless:
 - i. The cost of components and subcomponents which are produced in the U.S. is more than 60% of the cost of all components of the facility or equipment used in the project; and
 - ii. Final assembly of the facility or equipment occurred in the U.S.

BUY AMERICAN CERTIFICATION

(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid or proposal, the offeror certifies that steel and each manufactured product is produced in the United States (as defined in the clause Buy American – Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside of the United States.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type or Print Legibly)

Signature _____ Date _____

PRODUCT

COUNTRY OF ORIGIN

**Certification of Compliance with FAA Buy American Preference –
Construction Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Professional Qualification Reference

Contractor's Name: _____

P.O.C - _____

Phone Number: _____

Provide projects that involve stairway and roadway construction work within the last five (5) years.

| Project Name and Location | Purchaser Name and Phone Number | Client Name and Phone Number | Project date was the project completed on time | Project cost/ was it completed within the budget? | Reserved | Was there any litigation involved with the project? |
|---------------------------|---------------------------------|------------------------------|--|--|----------|---|
| | | | Date: _____ Yes / No If No - please explain on a separate sheet | Date: _____ Yes / No If No - please explain on a separate sheet | | |
| | | | Date: _____ Yes / No If No - please explain on a separate sheet | Date: _____ Yes / No If No - please explain on a separate sheet | | |
| | | | Date: _____ Yes / No If No - please explain on a separate sheet | Date: _____ Yes / No If No - please explain on a separate sheet | | |
| | | | Date: _____ Yes / No If No - please explain on a separate sheet | Date: _____ Yes / No If No - please explain on a separate sheet | | |

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal,
and _____

_____ as surety, are hereby held and firmly bound unto The City of Cleveland, in the penal sum of _____
_____ Dollars (\$ _____) for the payment of which well and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns by these presents.

The conditions of this obligation are such that whereas the above named Principal, did on the
_____ day of _____ A. D. 20____, enter into the contract hereto attached with the
said, The City of Cleveland, which said contract is made a part of this bond the same as is fully set forth
herein:

Now, if the said party of the second part in the aforesaid contract shall well and truly execute all and
singular the stipulations by it to be executed, and shall fully perform the work therein specified, and do and
perform all and singular the terms, conditions, requirements of the plans, specifications and contract, and
shall Indemnify and save harmless The City of Cleveland from all suits and actions of every name and
description brought against the said city, its directors, or any officer of said City, for, or on account of any
injury or damage to person or property arising from, or growing out of the construction of the work in said
contract specified to be done, or the doing of any of the work therein described, and shall indemnify and save
harmless The City of Cleveland, from any and all suits and expense over and above the expense included in
the contract price, for royalties or infringements on patents that may be involved in the construction of the
appliances contracted for, or any of the parts thereof, or in the use of said appliances or any of the parts
thereafter, and if said party of the second part shall defend, at its proper cost and expense, any and all suits,
actions of every kind whatsoever, that may be brought against The City of Cleveland by reason of the use of
said appliances or any parts thereof, and further shall indemnify and save harmless said, the City of
Cleveland, from all liens, charges, claims, demands, loss, costs and damages of every kind and nature
whatsoever, and shall pay all lawful claims of subcontractors, material men and laborers for labor performed,
and for materials furnished in the carrying forward, performing or completing of said contract, then this
obligation shall be void, otherwise shall be and remain in full force and virtue in law; we hereby agreeing
and consenting that this undertaking shall be for the benefit of any laborer or material man having a just
claim as aforesaid as for the said City of Cleveland; and further that the parties of the foregoing contract
may, from time to time, and as often as they see fit, make any additions to, omissions from, or modifications
of the work, plans or specifications and the said surety herein stipulates and agrees that no modifications,
omissions, or additions, in or to the terms of the said contract, or in or to the plans or specifications therefor,
shall in any wise affect the obligations of said surety on its bond; it being expressly understood and agreed
that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of
this obligation as herein stated.

WITNESS our signatures this _____ day of _____ A.D.20_____

Principal

C OF C 84-30.F

Surety

AMENDED HOUSE BILL NO. 1170

AN ACT

TO AMEND SPECIFICATION 4115.99 AND TO ENACT SECTION 4115.071 OF THE REVISED CODE TO IMPROVE DETECTION OF VIOLATIONS OF OHIO'S PREVAILING WAGE LAW.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

SECTION 1:

THAT SECTION 4115.99 BE AMENDED AND SECTION 4115.071 OF THE REVISED CODE BE ENACTED TO READ AS FOLLOWS:

SECTION 4115.071:

- (A) EACH CONTRACTING PUBLIC AUTHORITY THAT ENTERS INTO A CONTRACT OTHER THAN A CONTRACT FOR PRINTING, BINDING AND RELATED SERVICES, WHOSE CONTRACTOR AND SUBCONTRACTOR ARE SUBJECT TO CHAPTER 4115 OF THE REVISED CODE SHALL, NOT LATER THAN TEN (10) DAYS BEFORE THE FIRST PAYMENT OF WAGES IS PAYABLE TO ANY EMPLOYEE OF ANY CONTRACTOR OR SUBCONTRACTOR DESIGNATE AND APPOINT ONE OF ITS OWN EMPLOYEES TO SERVE AS THE PREVAILING WAGE COORDINATOR DURING THE LIFE OF THE CONTRACT. THE DUTIES OF THE COORDINATOR SHALL INCLUDE:
- 1) SETTING UP AND MAINTAINING, AVAILABLE FOR PUBLIC INSPECTION, FILES OF PAYROLL REPORTS SUBMITTED BY CONTRACTORS AND SUBCONTRACTORS PURSUANT TO CHAPTER 4115 OF THE REVISED CODE;
 - 2) ASCERTAINING FROM EACH CONTRACTOR OR SUBCONTRACTOR, AT THE BEGINNING OF PERFORMANCE UNDER THE CONTRACT, THE DATES DURING ITS LIFE WHEN PAYMENTS OF WAGES TO EMPLOYEES ARE TO BE PAID;
 - 3) RECEIVING FROM EACH CONTRACTOR OR SUBCONTRACTOR, A COPY OF HIS CURRENT PAYROLL FOR EACH DATE EXISTING FOR EACH EMPLOYEE PAID AND ANY WAGES, HIS NAME, CURRENT ADDRESS, SOCIAL SECURITY NUMBER, NUMBER OF HOURS WORKED EACH DAY DURING THE PAY PERIOD AND THE TOTAL FOR EACH WEEK, HIS HOURLY RATE OF PAY, HIS JOB CLASSIFICATION, FRINGE PAYMENTS, AND DEDUCTIONS FROM HIS WAGES;
 - 4) ESTABLISHING AND FOLLOWING PROCEDURES TO MONITOR THE COMPLIANCE BY EACH CONTRACTOR AND SUBCONTRACTOR WITH THE REQUIREMENTS IMPOSED BY THIS SECTION FOR TIMELY FILING OF COPIES OF PAYROLL RECORDS;
 - 5) REPORTING ANY DELINQUENCY IN FILING TO THE CHIEF OFFICER OF THE CONTRACTING PUBLIC AUTHORITY.
- (B) ANY CONTRACTING PUBLIC AUTHORITY HAVING A PERMANENT EMPLOYEE WITH THE TITLE, POWERS AND FUNCTIONS DESCRIBED HEREIN FOR THE PREVAILING WAGE COORDINATOR NEED NOT SEPARATELY DESIGNATE AND APPOINT AN EMPLOYEE FOR EACH PUBLIC WORK CONTRACT ENTERED INTO BY THE CONTRACTING PUBLIC AUTHORITY.
- (C) EVERY CONTRACTOR AND SUBCONTRACTOR WHO IS SUBJECT TO CHAPTER 4115 OF THE REVISED CODE SHALL, AS SOON AS HE BEGINS PERFORMANCE UNDER HIS CONTRACT WITH ANY CONTRACTING PUBLIC AUTHORITY, COMPLY WITH THE PREVAILING WAGE

COORDINATOR OF THE CONTRACTING PUBLIC AUTHORITY A SCHEDULE OF THE DATES DURING THE LIFE OF HIS CONTRACT WITH THE AUTHORITY ON WHICH HE IS REQUIRED TO PAY WAGES TO HIS EMPLOYEES. HE SHALL ALSO DELIVER TO THE PREVAILING WAGE COORDINATOR A CERTIFIED COPY OF HIS PAYROLL, WITHIN THREE WEEKS AFTER EACH PAY DATE WHICH SHALL EXHIBIT FOR EACH EMPLOYEE PAID ANY WAGES, HIS NAME, CURRENT ADDRESS, SOCIAL SECURITY NUMBER, NUMBER OF HOURS WORKED DURING EACH DAY OF THE PAY PERIOD AND THE TOTAL FOR EACH WEEK, HIS HOURLY RATE OF PAY, HIS JOB CLASSIFICATION, FRINGE PAYMENTS, AND DEDUCTIONS FROM HIS WAGES. THE CERTIFICATION OF EACH PAYROLL SHALL BE EXECUTED BY THE CONTRACTOR, SUBCONTRACTOR, OR DULY APPOINTED AGENT THEREOF AND SHALL RECITE THAT THE PAYROLL IS CORRECT AND COMPLETE AND THAT THE WAGE RATES SHOWN ARE NOT LESS THAN THOSE REQUIRED BY THE CONTRACT.

SECTION 4115.99:

- (A) WHOEVER VIOLATES SECTION 4115.08 OR 4115-09 OF THE REVISED CODE SHALL BE FINED NOT LESS THAN TWENTY-FIVE DOLLARS (\$25) NOR MORE THAN FIVE HUNDRED DOLLARS (\$500).
- (B) WHOEVER VIOLATES. - DIVISION (C) OF SECTION 4115.07 1, SECTION 4115. 10 OR 4115.11 OF THE REVISED CODE SHALL BE FINED FIVE HUNDRED DOLLARS (\$500) FOR THE FIRST OFFENSE; FOR EACH SUBSEQUENT OFFENSE SUCH PERSON SHALL BE FINED ONE THOUSAND DOLLARS (\$1,000).

SECTION 2:

- (A) THAT EXISTING SECTION 4115.99 OF THE REVISED CODE IS HEREBY REPEALED.

NOTICE TO CONTRACTORS:

SECTION 4115.13 REQUIRES THE DEPARTMENT OF INDUSTRIAL RELATIONS TO FILE WITH THE SECRETARY OF STATE A LIST OF CONTRACTORS AND SUBCONTRACTORS PROSECUTED AND CONVICTED FOR VIOLATIONS OF CHAPTER 4115. SUCH CONTRACTORS AND SUBCONTRACTORS ARE PROHIBITED FROM CONTRACTING DIRECTLY OR INDIRECTLY WITH ANY PUBLIC AUTHORITY FOR THE CONSTRUCTION OF A PUBLIC IMPROVEMENT OR FROM PERFORMING ANY WORK ON A PUBLIC IMPROVEMENT AS A CONTRACTOR OR SUBCONTRACTOR FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF CONVICTION. NO PUBLIC AUTHORITY SHALL AWARD A PUBLIC IMPROVEMENT CONTRACT TO ANY CONTRACTOR OR SUBCONTRACTOR DURING THE TIME ITS NAME APPEARS ON THE LIST.

INSURANCE REQUIREMENTS

PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE POLICY

The Contractor shall be required to take all necessary precautionary measures and to perform the work required for this contract in such a manner as to adequately protect and safeguard existing facilities. Any damage to existing facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the Contractor at his own expense. The Bidder's specific attention is directed to the fact that the Contractor will be required to protect adjacent property during construction. Any damage to adjacent facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the contractor at his own expense.

- A. The Contractor shall purchase and maintain during the life of the contract such general liability and property damage insurance including products/completed operations coverage, wherein the City of Cleveland and the Designer are named as additional insureds. Special hazards such as business automobile liability insurance shall also be addressed. Coverage shall protect the Contractor and any subcontractor performing work under this contract from claims for damage for personal injury, including accidental death, as well as for claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance, declarations pages of the policy(ies) or insurance binder(s) shall be deposited with the Department of Port Control City of Cleveland before the commencing of any work under the contract. The amounts of such insurance shall be as described below.

Self-insurance is unacceptable.

- B. Public Liability and Property Damage Insurance; Such policy or policies shall include the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard" and shall be in an amount not less than a combined single limit of \$10,000,000.00 for bodily injury and property damage per occurrence. This insurance shall include coverage for damage of property of any nature in 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. 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:
1. Public liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined limit of \$10,000,000.00 for bodily injury and property damage per occurrence;
 2. The Contractor shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract;

3. The policy or policies shall contain the following special provisions: the company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurances afforded by this policy, with respect to the contract involved, written notice will be mailed (certified mail) to the Department or Port Control, City of Cleveland, with copies to the Airport Engineer and Resident Engineer.

4. The maintenance of such insurance as outlined herein 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 thus maintained. The Contractor shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Contractor or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

Signature of Bidder

Date

FAA REQUIRED CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **16%**

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **State of Ohio, County of Cuyahoga, City of Cleveland.**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor written notice that describes the nature of the breach and corrective actions the [Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor must correct the breach. Owner may proceed with termination of the contract if the [Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

Title VI Solicitation Notice:

The **City of Cleveland**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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, including watchmen and guards, 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 (1) of this clause, the Contractor and any subcontractor responsible therefor 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 (1) of this clause, in the sum of \$29 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 (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor 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 (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor 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 (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 (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 29 CFR § 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 (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 easily be seen by the workers.

(ii)(A) The contracting officer 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 contracting officer 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;

(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 contracting officer 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 contracting officer to the Administrator of the Wage and Hour Division, 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 contracting officer or will notify the contracting officer 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 contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, 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 subparagraphs (1)(ii) (B) or (C) of this paragraph, 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 Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of 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 Federal Aviation Administration 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; his or her 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 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 that 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 costs 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 Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted 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 weekly transmittals. 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 <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> 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 Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, 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 sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her 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 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and 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 (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 (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, 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 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 his or her 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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 Federal Aviation Administration may by appropriate instructions require, 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 paragraph 1 through 10 of this section 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 the contracting agency, 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 USC § 1001.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The

documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Cleveland to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Cleveland. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Cleveland. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to Attachment B of the Project Documents (or an approved substitute DBE firm) without prior written consent of City of Cleveland. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of Cleveland. Unless City of Cleveland consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if City of Cleveland agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Cleveland its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Cleveland, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Cleveland should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Cleveland may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

DRUG FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does *not* apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by

posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for

each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;
- or

- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

DAVIS BACON PREVAILING WAGE RATES

"General Decision Number: OH20230001 11/17/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/06/2023 |
| 1 | 02/03/2023 |
| 2 | 03/03/2023 |

| | |
|---|------------|
| 3 | 04/14/2023 |
| 4 | 06/30/2023 |
| 5 | 07/14/2023 |
| 6 | 08/04/2023 |
| 7 | 09/01/2023 |
| 8 | 11/17/2023 |

BROH0001-001 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

BROH0001-004 06/01/2022

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 31.40 | 18.55 |

BROH0003-002 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

| | Rates | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER | | |
| BRICKLAYERS; CAULKERS; | | |
| CLEANERS; POINTERS; & | | |
| STONEMASONS..... | \$ 36.64 | 17.13 |
| SANDBLASTERS..... | \$ 36.39 | 17.13 |
| SEWER BRICKLAYERS & STACK | | |
| BUILDERS..... | \$ 36.64 | 17.13 |
| SWING SCAFFOLDS..... | \$ 37.14 | 17.13 |

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0007-002 06/01/2022

LAWRENCE

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0007-005 06/01/2022

PORTAGE & SUMMIT

Rates Fringes

BRICKLAYER.....\$ 31.40 18.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....\$ 28.65 14.55

BROH0008-001 06/01/2022

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER.....\$ 31.40 18.55

BROH0009-002 06/01/2022

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55
Refractory.....\$ 31.45 19.01

BROH0010-002 06/01/2022

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0014-002 06/01/2022

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| ----- | | |
| BROH0016-002 06/01/2022 | | |

ASHTABULA, GEAUGA, and LAKE COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| ----- | | |
| BROH0018-002 06/01/2022 | | |

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| ----- | | |
| BROH0022-004 06/01/2022 | | |

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| ----- | | |
| BROH0032-001 06/01/2022 | | |

GALLIA & MEIGS

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| ----- | | |
| BROH0035-002 06/01/2022 | | |

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| ----- | | |
| BROH0039-002 06/01/2022 | | |

ADAMS & SCIOTO

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| ----- | | |
| BROH0040-003 06/01/2022 | | |

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.49 | 23.43 |

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.

 BROH0044-002 06/01/2022

| | Rates | Fringes |
|---|----------|---------|
| Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:..... | \$ 31.40 | 18.55 |

 BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 30.40 | 17.66 |

 BROH0046-002 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

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.

 BROH0052-001 06/01/2022

ATHENS COUNTY

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

 BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 26.20 | 17.42 |

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 25.98 | 15.98 |

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 24.04 | 15.29 |

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 27.37 | 20.02 |

* CARP0200-002 05/01/2023

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

| | Rates | Fringes |
|--------------------|----------|---------|
| CARPENTER..... | \$ 32.42 | 21.42 |
| Diver..... | \$ 39.41 | 10.40 |
| PILEDRIVERMAN..... | \$ 32.42 | 21.42 |

CARP0248-005 07/01/2008

LUCAS & WOOD

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 27.27 | 14.58 |
| ----- | | |
| CARP0248-008 07/01/2008 | | |

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES..... | \$ 23.71 | 13.28 |
| ----- | | |
| CARP0254-002 05/01/2017 | | |

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 32.40 | 16.97 |
| ----- | | |
| CARP0372-002 05/01/2016 | | |

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 24.54 | 18.21 |
| ----- | | |
| CARP0639-003 05/01/2017 | | |

MEDINA, PORTAGE & SUMMIT

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 30.42 | 16.99 |
| ----- | | |
| CARP0735-002 05/01/2019 | | |

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 26.30 | 17.91 |
| ----- | | |
| CARP1311-001 05/01/2017 | | |

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 29.34 | 15.95 |
| Diver..... | \$ 40.58 | 9.69 |
| ----- | | |
| CARP1393-002 07/01/2008 | | |

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Piledrivermen & Diver's Tender... | \$ 27.30 | 16.05 |

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Piledrivermen & Diver's Tender... | \$ 25.15 | 15.92 |

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 48.11 | 17.33 |
| Piledrivermen; Diver, Dry..... | \$ 32.07 | 17.33 |

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 45.80 | 18.84 |
| Piledrivermen; Diver, Dry..... | \$ 30.53 | 18.84 |

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 38.34 | 16.95 |
| Piledrivermen; Diver, Dry..... | \$ 25.56 | 16.95 |

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 37.34 | 16.07 |
| Piledrivermen; Diver, Dry..... | \$ 24.89 | 16.07 |

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 40.65 | 17.62 |
| Piledrivermen; Diver, Dry..... | \$ 27.10 | 17.62 |

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

| | Rates | Fringes |
|-------------------------|----------|---------|
| PILEDRIVERMAN..... | \$ 31.74 | 16.41 |
| ----- | | |
| CARP2239-001 07/01/2008 | | |

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 23.71 | 13.28 |
| ----- | | |
| ELEC0008-002 05/23/2022 | | |

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

| | Rates | Fringes |
|-------------------------|----------|------------|
| CABLE SPLICER..... | \$ 38.98 | 18.96 |
| ELECTRICIAN..... | \$ 44.79 | 4.5%+21.61 |
| ----- | | |
| ELEC0032-003 12/05/2022 | | |

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge & Salem Townships)

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 34.67 | 21.48 |
| ----- | | |
| ELEC0038-002 04/24/2023 | | |

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN Excluding Sound & Communications Work..... | \$ 43.13 | 23.31 |

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

| | | |
|-------------------------|--|--|
| ----- | | |
| ELEC0038-008 04/24/2023 | | |

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| Sound & Communication Technician | | |

| | |
|--------------------------------------|-------|
| Communications Technician...\$ 29.80 | 13.80 |
| Installer Technician.....\$ 28.55 | 13.76 |

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

ELEC0064-003 11/28/2022

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)

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.10 | 18.91 |

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operators..... | \$ 33.62 | 13.40 |
| Groundmen..... | \$ 24.17 | 11.32 |
| Linemen & Cable Splicers.... | \$ 38.27 | 14.42 |

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 33.62 | 13.40 |
| Groundman..... | \$ 24.17 | 11.32 |
| Lineman & Cable Splicers.... | \$ 38.27 | 14.42 |

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

| | Rates | Fringes |
|---------------------------------------|-------|---------|
| LINE CONSTRUCTION: Equipment Operator | | |

| | | |
|---|----------|-------|
| DOT/Traffic Signal & Highway Lighting Projects... | \$ 32.44 | 14.10 |
| Municipal Power/Transit Projects..... | \$ 40.10 | 16.42 |
| LINE CONSTRUCTION: Groundman | | |
| DOT/Traffic Signal & Highway Lighting Projects... | \$ 25.06 | 12.26 |
| Municipal Power/Transit Projects..... | \$ 31.19 | 14.11 |
| LINE CONSTRUCTION: Linemen/Cable Splicer | | |
| DOT/Traffic Signal & Highway Lighting Projects... | \$ 36.13 | 15.03 |
| Municipal Power/Transit Projects..... | \$ 44.56 | 17.58 |

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 33.62 | 13.40 |
| Groundman..... | \$ 24.17 | 11.32 |
| Lineman & Cable Splicers.... | \$ 38.27 | 14.42 |

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE, STARK, SUMMIT, and WAYNE COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 33.62 | 13.40 |
| Groundman..... | \$ 24.17 | 11.32 |
| Lineman & Cable Splicers.... | \$ 38.27 | 14.42 |

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 33.62 | 13.40 |
| Groundman..... | \$ 24.17 | 11.32 |
| Lineman & Cable Splicers.... | \$ 38.27 | 14.42 |

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

| | Rates | Fringes |
|-------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 33.62 | 13.40 |
| Groundman..... | \$ 24.17 | 11.32 |

Lineman & Cable Splicers....\$ 38.27 14.42

ELEC0082-002 12/05/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

Rates Fringes

ELECTRICIAN.....\$ 34.25 21.26

* ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

Rates Fringes

Sound & Communication
Technician

Cable Puller.....\$ 13.10 ** 4.76
Installer/Technician.....\$ 26.20 13.89

ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

Rates Fringes

ELECTRICIAN.....\$ 39.30 18.30

ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

Rates Fringes

ELECTRICIAN.....\$ 39.30 18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

Rates Fringes

CABLE SPLICER.....\$ 30.63 25.87
ELECTRICIAN.....\$ 30.38 25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

Rates Fringes

Sound & Communication
Technician.....\$ 24.35 10.99

ELEC0212-005 06/06/2022

BROWN, CLERMONT, and HAMILTON COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.29 | 21.15 |

ELEC0245-001 08/29/2022ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

| | Rates | Fringes |
|-----------------------------|----------|-------------|
| Line Construction | | |
| Equipment Operator..... | \$ 32.37 | 26.5%+7.25 |
| Groundman Truck Driver..... | \$ 19.35 | 7.00+27.25% |
| Lineman..... | \$ 44.22 | 7.00+27.25% |

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day-----
ELEC0245-003 08/29/2022DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|-------------|
| Line Construction | | |
| Cable Splicer..... | \$ 50.85 | 7.00+27.25% |
| Groundman/Truck Driver..... | \$ 19.35 | 7.00+27.25% |
| Heli-arc Welding..... | \$ 40.76 | 7.00+27.25% |
| Lineman..... | \$ 44.22 | 7.00+27.25% |
| Operator - Class 1..... | \$ 35.38 | 7.00+27.25% |
| Operator - Class 2..... | \$ 28.32 | 7.00+27.25% |
| Traffic Signal & Lighting | | |
| Technician..... | \$ 39.80 | 7.00+27.25% |

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.-----
ELEC0245-004 08/29/2022

ERIE COUNTY

| | Rates | Fringes |
|-----------------------------|----------|-------------|
| Line Construction | | |
| Cable Splicer..... | \$ 49.14 | 26.75%+6.75 |
| Cablesplicer..... | \$ 50.85 | 7.00+27.25% |
| Groundman/Truck Driver..... | \$ 19.35 | 7.00+27.25% |
| Lineman..... | \$ 44.22 | 7.00+27.25% |
| Operator - Class 1..... | \$ 35.38 | 7.00+27.25% |
| Operator - Class 2..... | \$ 28.32 | 7.00+27.25% |

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.

ELEC0246-001 10/31/2022

| | Rates | Fringes |
|------------------|----------|-----------|
| ELECTRICIAN..... | \$ 40.50 | 84%+36.47 |

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

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)

| | Rates | Fringes |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 36.87 | 16.56 |
| ELECTRICIAN..... | \$ 34.54 | 5%+18.06 |

* ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 32.68 | 18.13 |
| ELECTRICIAN..... | \$ 37.15 | 28.48 |

ELEC0540-005 12/26/2022

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), 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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.28 | 27.04 |

* ELEC0573-003 06/05/2023

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)

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.70 | 21.07 |

 ELEC0575-001 11/21/2022

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)

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.00 | 21.14 |

 ELEC0648-001 08/29/2022

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 30.50 | 18.23 |
| ELECTRICIAN..... | \$ 33.00 | 21.44 |

 * ELEC0673-004 05/29/2023

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 33.81 | 21.47 |
| ELECTRICIAN..... | \$ 37.55 | 23.58 |

 * ELEC0683-002 05/29/2023

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 38.75 | 24.19 |
| ELECTRICIAN..... | \$ 37.75 | 24.16 |

 ELEC0688-003 05/30/2022

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

ELECTRICIAN.....\$ 32.30 21.83

 ELEC0972-002 06/01/2021

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

Rates Fringes

CABLE SPLICER.....\$ 37.35 27.81
 ELECTRICIAN.....\$ 34.30 27.62

 ELEC1105-001 05/29/2023

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

Rates Fringes

ELECTRICIAN.....\$ 36.45 24.22

 ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....\$ 38.63 15.20
 GROUP 2.....\$ 38.53 15.20
 GROUP 3.....\$ 37.49 15.20
 GROUP 4.....\$ 36.27 15.20
 GROUP 5.....\$ 30.98 15.20
 GROUP 6.....\$ 38.88 15.20
 GROUP 7.....\$ 39.13 15.20

OPERATING ENGINEER CLASSIFICATIONS

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).

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).

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).

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 masonry; 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.

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.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

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, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 37.14 | 15.20 |
| GROUP 2..... | \$ 37.02 | 15.20 |
| GROUP 3..... | \$ 35.98 | 15.20 |
| GROUP 4..... | \$ 34.80 | 15.20 |
| GROUP 5..... | \$ 29.34 | 15.20 |
| GROUP 6..... | \$ 37.39 | 15.20 |
| GROUP 7..... | \$ 37.64 | 15.20 |

OPERATING ENGINEER CLASSIFICATIONS

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; and Wheel Excavator.

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; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); 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); and Vermeer type Concrete Saw.

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.

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 expect masonry; 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.

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.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| ASBESTOS; HAZARDOUS/TOXIC | | |
| WASTE PROJECTS | | |
| GROUP 1 - A & B..... | \$ 39.23 | 19.66 |
| ASBESTOS; HAZARDOUS/TOXIC | | |
| WASTE PROJECTS | | |
| GROUP 2 - A & B..... | \$ 38.90 | 19.66 |
| ASBESTOS; HAZARDOUS/TOXIC | | |
| WASTE PROJECTS | | |
| GROUP 3 - A & B..... | \$ 34.64 | 19.66 |

| | | |
|---|--|-------|
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 4 - A & B.....\$ 30.70 | | 19.66 |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 5 - A & B.....\$ 27.30 | | 19.66 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 1 - C & D.....\$ 35.96 | | 19.66 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 2 - C & D.....\$ 35.66 | | 19.66 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 3 - C & D.....\$ 31.76 | | 19.66 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 4 - C & D.....\$ 28.14 | | 19.66 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 5 - C & D.....\$ 25.03 | | 19.66 |
| ALL OTHER WORK | | |
| GROUP 1.....\$ 32.69 | | 19.66 |
| ALL OTHER WORK | | |
| GROUP 2.....\$ 32.42 | | 19.66 |
| ALL OTHER WORK | | |
| GROUP 3.....\$ 28.87 | | 19.66 |
| ALL OTHER WORK | | |
| GROUP 4.....\$ 25.58 | | 19.66 |
| ALL OTHER WORK | | |
| GROUP 5.....\$ 22.75 | | 19.66 |

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

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; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade 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 Boom; 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; Hydraulic 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)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar 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

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 Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2023

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

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, & Structural.....\$ 35.83 28.01

IRON0017-010 05/01/2023

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)

Rates Fringes

IRONWORKER

| | | |
|--|----------|-------|
| Structural, including metal building erection & Reinforcing..... | \$ 35.83 | 28.01 |
|--|----------|-------|

IRON0044-001 06/01/2022

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

Rates Fringes

| | | |
|---|----------|-------|
| IRONWORKER, REINFORCING..... | \$ 32.37 | 22.30 |
| Beyond 30-mile radius of Hamilton County Courthouse.. | \$ 28.67 | 21.20 |
| Up to & including 30-mile radius of Hamilton County Courthouse..... | \$ 27.60 | 20.70 |

IRON0044-002 06/01/2023

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)

Rates Fringes

IRONWORKER

| | | |
|-----------------------------|----------|-------|
| Fence Erector..... | \$ 30.75 | 23.30 |
| Ornamental; Structural..... | \$ 32.37 | 23.30 |

IRON0055-003 07/01/2023

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 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 southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

Rates Fringes

IRONWORKER

| | | |
|---|----------|-------|
| Fence Erector..... | \$ 25.40 | 23.87 |
| Flat Road Mesh..... | \$ 29.77 | 21.30 |
| Tunnels & Caissons Under Pressure..... | \$ 29.77 | 21.30 |
| All Other Work..... | \$ 34.25 | 28.20 |

IRON0147-002 06/01/2023

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

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 33.00 | 25.59 |

IRON0172-002 06/01/2023

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 starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 34.07 | 22.55 |

IRON0207-004 06/01/2023

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| IRONWORKER | | |
| Layout; Sheeter..... | \$ 34.00 | 27.16 |
| Ornamental; Reinforcing; | | |
| Structural..... | \$ 33.00 | 27.16 |
| Ornamental; Reinforcing..... | \$ 28.92 | 25.61 |

IRON0290-002 06/01/2023

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 32.69 | 24.05 |
| ----- | | |
| IRON0549-003 12/01/2022 | | |

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)

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 35.19 | 25.66 |
| ----- | | |
| IRON0550-004 05/01/2023 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Ironworkers:Structural, Ornamental and Reinforcing..... | \$ 33.00 | 22.27 |
| ----- | | |
| IRON0769-004 06/01/2023 | | |

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 36.16 | 28.34 |
| ----- | | |
| IRON0787-003 06/01/2023 | | |

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 32.30 | 23.95 |
| ----- | | |
| LABO0265-008 05/01/2023 | | |

Rates Fringes

LABORER

| | | |
|--|----------|-------|
| ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES | | |
| GROUP 1..... | \$ 35.05 | 13.70 |
| GROUP 2..... | \$ 35.22 | 13.70 |
| GROUP 3..... | \$ 35.55 | 13.70 |
| GROUP 4..... | \$ 36.00 | 13.70 |
| CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION..... | | |
| | \$ 37.66 | 13.70 |
| CUYAHOGA, GEAUGA & LAKE COUNTIES | | |
| GROUP 1..... | \$ 36.28 | 13.70 |
| GROUP 2..... | \$ 36.45 | 13.70 |
| GROUP 3..... | \$ 36.78 | 13.70 |
| GROUP 4..... | \$ 37.23 | 13.70 |
| REMAINING COUNTIES OF OHIO | | |
| GROUP 1..... | \$ 34.62 | 13.70 |
| GROUP 2..... | \$ 34.79 | 13.70 |
| GROUP 3..... | \$ 35.12 | 13.70 |
| GROUP 4..... | \$ 35.57 | 13.70 |

LABORER CLASSIFICATIONS

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

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)

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

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.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS | | |
| GROUP 1..... | \$ 30.75 | 18.95 |
| GROUP 2..... | \$ 31.15 | 18.95 |
| GROUP 3..... | \$ 31.45 | 18.95 |
| GROUP 4..... | \$ 37.01 | 18.95 |
| COMMERCIAL REPAINT | | |
| GROUP 1..... | \$ 29.25 | 18.95 |
| GROUP 2..... | \$ 29.65 | 18.95 |
| GROUP 3..... | \$ 29.95 | 18.95 |

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

| | Rates | Fringes |
|---------------------|----------|---------|
| PAINTER | | |
| NEW COMMERCIAL WORK | | |
| GROUP 1..... | \$ 28.74 | 18.77 |
| GROUP 2..... | \$ 28.74 | 18.77 |
| GROUP 3..... | \$ 28.74 | 18.77 |
| GROUP 4..... | \$ 28.74 | 18.77 |

| | | |
|--------------|----------|-------|
| GROUP 5..... | \$ 28.74 | 18.77 |
| GROUP 6..... | \$ 28.74 | 18.77 |
| GROUP 7..... | \$ 28.74 | 18.77 |
| GROUP 8..... | \$ 28.74 | 18.77 |
| GROUP 9..... | \$ 28.74 | 18.77 |

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

PAINTER

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 21.95 | 10.20 |
| GROUP 2..... | \$ 25.30 | 10.20 |
| GROUP 3..... | \$ 25.80 | 10.20 |
| GROUP 4..... | \$ 26.05 | 10.20 |
| GROUP 5..... | \$ 26.30 | 10.20 |

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

Rates Fringes

PAINTER

HEAVY & HIGHWAY BRIDGES-
GUARDRAILS-LIGHTPOLES-
STRIPING

| | |
|---|-------|
| Bridge Equipment Tender and Containment Builder....\$ 21.95 | 10.20 |
| Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 26.30 | 10.20 |
| Brush & Roller.....\$ 25.30 | 10.20 |
| Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05 | 10.20 |
| Spray.....\$ 25.80 | 10.20 |

PAIN0093-001 12/01/2022

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

| | |
|--|-------|
| Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 34.81 | 22.47 |
| Power Generating Facilities.\$ 31.66 | 22.47 |

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

| | |
|--|-------|
| GROUP 1 - Brush & Roller....\$ 26.23 | 12.56 |
| GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 26.23 | 12.56 |
| GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 26.98 | 12.56 |
| GROUP 4 - Steeplejack Work..\$ 27.18 | 12.56 |
| GROUP 5 - Coal Tar.....\$ 27.73 | 12.56 |
| GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 34.94 | 12.56 |
| GROUP 7 - Tanks, Stacks & Towers.....\$ 29.87 | 12.56 |
| GROUP 8 - Bridge Blaster, Rigger.....\$ 37.94 | 12.56 |

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

| | |
|--|------|
| Bridge Equipment Tenders and Containment Builders....\$ 27.93 | 7.25 |
| Bridges; Blasters; and Riggers.....\$ 34.60 | 7.25 |
| Brush and Roller.....\$ 20.93 | 7.25 |
| Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....\$ 25.82 | 7.25 |
| Spray.....\$ 21.40 | 7.25 |
| Structural Steel and Swing Stage.....\$ 25.42 | 7.25 |
| Tanks; Stacks; and Towers...\$ 28.63 | 7.25 |

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates Fringes

PAINTER

| | |
|---|-------|
| Bridges, Locks, Dams, Tension Towers & Energized Substations.....\$ 34.44 | 18.19 |
| Power Generating Facilities.\$ 32.29 | 18.19 |

PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PAINTER

| | |
|----------------------|-------|
| GROUP 1.....\$ 27.49 | 17.06 |
| GROUP 2.....\$ 34.12 | 17.06 |
| GROUP 3.....\$ 27.70 | 17.06 |
| GROUP 4.....\$ 27.99 | 17.06 |
| GROUP 5.....\$ 28.14 | 17.06 |
| GROUP 6.....\$ 28.39 | 17.06 |
| GROUP 7.....\$ 29.49 | 17.06 |

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

Rates Fringes

PAINTER

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 31.95 | 17.05 |
| GROUP 2..... | \$ 33.47 | 17.05 |
| GROUP 3..... | \$ 34.99 | 17.05 |
| GROUP 4..... | \$ 37.97 | 17.05 |

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

| | Rates | Fringes |
|-----------------------------|----------|------------|
| Sign Painter & Erector..... | \$ 20.61 | 3.50+a+b+c |

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

PAIN0788-002 06/01/2022

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

| | Rates | Fringes |
|-----------------------|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 25.08 | 16.72 |
| Structural Steel..... | \$ 26.68 | 16.72 |

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, cobbasting 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.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Base Rate..... | \$ 24.83 | 10.00 |
| Bridges, Locks, Dams & Tension Towers..... | \$ 27.83 | 10.00 |

PAIN0841-001 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| Painters: | | |
| GROUP 1..... | \$ 30.18 | 15.50 |
| GROUP 2..... | \$ 30.83 | 15.50 |
| GROUP 3..... | \$ 30.93 | 15.50 |
| GROUP 4..... | \$ 31.03 | 15.50 |
| GROUP 5..... | \$ 31.43 | 15.50 |
| GROUP 6..... | \$ 39.20 | 11.75 |
| GROUP 7..... | \$ 31.68 | 15.50 |

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|--------------------------|-------|---------|
| PAINTER | | |
| Bridges; Towers, Poles & | | |

| | | |
|---|----------|-------|
| Stacks; Sandblasting | | |
| Steel; Structural Steel & Metalizing..... | \$ 23.50 | 15.45 |
| Brush & Roller..... | \$ 28.18 | 15.45 |
| Spray; Tank Interior & Exterior..... | \$ 23.50 | 15.45 |

PAIN1020-002 07/01/2023

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 26.64 | 15.56 |
| Drywall Finishing & Taping.. | \$ 27.39 | 15.56 |
| Lead Abatement..... | \$ 28.39 | 15.56 |
| Spray, Sandblasting Pressure Cleaning, & Refinery..... | \$ 27.39 | 15.56 |
| Swing Stage, Chair, Spiders, & Cherry Pickers... | \$ 26.89 | 15.56 |
| Wallcoverings..... | \$ 27.39 | 15.56 |

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

PAIN1275-002 05/01/2023

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridges..... | \$ 35.57 | 14.25 |
| Brush; Roller..... | \$ 29.96 | 14.25 |
| Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work..... | \$ 30.66 | 14.25 |
| Spray..... | \$ 30.46 | 14.25 |
| Stacks; Tanks; & Towers..... | \$ 32.77 | 14.25 |
| Structural Steel & Swing Stage..... | \$ 28.81 | 14.25 |

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 28.86 | 17.11 |

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 28.21 | 17.11 |
| ----- | | |
| PLAS0132-002 07/01/2023 | | |

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 28.40 | 16.24 |
| ----- | | |
| PLAS0404-002 05/01/2018 | | |

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 29.63 | 17.11 |
| ----- | | |
| PLAS0404-003 05/01/2018 | | |

LORAIN COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 28.86 | 17.11 |
| ----- | | |
| PLAS0526-022 05/01/2018 | | |

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 28.86 | 17.11 |
| ----- | | |
| PLAS0526-023 05/01/2018 | | |

BELMONT, HARRISON, and JEFFERSON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 28.21 | 17.11 |
| ----- | | |
| PLAS0886-001 05/01/2018 | | |

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 29.63 | 17.11 |
| ----- | | |
| PLAS0886-003 05/01/2018 | | |

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 28.86 | 17.11 |
| ----- | | |
| PLAS0886-004 05/01/2018 | | |

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLASTERER..... | \$ 28.21 | 17.11 |
| ----- | | |
| PLUM0042-002 07/01/2023 | | |

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 37.62 | 25.47 |
| ----- | | |
| PLUM0050-002 07/04/2022 | | |

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 44.60 | 28.51 |
| ----- | | |
| PLUM0055-003 05/01/2022 | | |

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)

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER..... | \$ 40.00 | 28.43 |
| ----- | | |
| PLUM0083-001 07/01/2017 | | |

BELMONT & MONROE (North of Rte. #78)

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 32.16 | 31.51 |
| ----- | | |
| PLUM0094-002 05/01/2023 | | |

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 38.03 | 23.09 |
| ----- | | |
| PLUM0120-002 05/01/2023 | | |

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 45.62 | 27.30 |
| ----- | | |

PLUM0162-002 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 36.47 | 26.80 |

PLUM0168-002 06/01/2023

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 38.95 | 34.97 |

PLUM0189-002 06/01/2022

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 43.25 | 26.94 |

PLUM0219-002 06/01/2022

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 41.22 | 26.64 |

PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 38.62 | 25.83 |

PLUM0396-001 06/01/2023

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 37.10 | 28.51 |

PLUM0495-002 06/01/2023

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 36.82 | 35.40 |
| ----- | | |

PLUM0577-002 06/01/2023

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 39.98 | 26.48 |
| ----- | | |

PLUM0776-002 07/01/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 40.07 | 28.95 |
| ----- | | |

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 31.49 | 16.40 |
| GROUP 2..... | \$ 31.91 | 16.40 |

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

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

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

TRUCK DRIVER

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 31.00 | 18.95 |
| GROUP 2..... | \$ 32.50 | 18.95 |

GROUP 1: Straight & Dump, Straight Fuel

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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>.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by 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.
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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: OH20230074 11/17/2023

Superseded General Decision Number: OH20220074

State: Ohio

Construction Type: Building

County: Cuyahoga County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/06/2023 |
| 1 | 01/13/2023 |

| | |
|---|------------|
| 2 | 04/14/2023 |
| 3 | 06/30/2023 |
| 4 | 07/14/2023 |
| 5 | 08/04/2023 |
| 6 | 09/01/2023 |
| 7 | 11/17/2023 |

ASBE0003-002 08/01/2022

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 41.23 | 25.05 |

BROH0005-006 05/01/2022

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 36.95 | 19.92 |

BROH0005-007 05/01/2022

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| BRICK POINTER/CAULKER/CLEANER.... | \$ 36.95 | 19.92 |

BROH0005-009 05/01/2021

| | Rates | Fringes |
|--------------------|----------|---------|
| TILE FINISHER..... | \$ 36.62 | 18.80 |

BROH0036-001 05/01/2022

| | Rates | Fringes |
|------------------|----------|---------|
| TILE SETTER..... | \$ 33.60 | 18.71 |

CARP0373-001 05/01/2019

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 26.30 | 17.91 |

CARP0435-004 05/01/2019

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Including Drywall Hanging and Metal Stud Installation; Excluding Soft Floor Laying and Form Work)..... | \$ 32.64 | 19.44 |

* CARP1090-001 05/01/2023

| | Rates | Fringes |
|--------------------|----------|---------|
| PILEDRIVERMAN..... | \$ 33.69 | 25.32 |

ELEC0038-005 04/24/2023

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 28.55 | 13.76 |

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

ELEC0038-006 04/24/2023

| | Rates | Fringes |
|---|----------|---------|
| ELECTRICIAN (Including HVAC/Temperature Controls and Alarm Installation)..... | \$ 43.13 | 23.31 |

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

ELEV0017-002 01/01/2023

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 58.68 | 37.335+a+b |

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-039 05/01/2018

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe; | | |
| Crane..... | \$ 38.46 | 15.09 |
| Oiler..... | \$ 29.68 | 15.06 |

ENGI0018-040 05/01/2018

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR Bulldozer..... | \$ 37.38 | 15.09 |

ENGI0066-045 06/01/2017

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR Forklift..... | \$ 28.87 | 19.66 |
| Grader/Blade..... | \$ 32.42 | 19.66 |
| Mechanic..... | \$ 32.92 | 19.66 |

IRON0017-011 05/01/2023

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER Ornamental, Reinforcing, & Structural..... | \$ 35.83 | 28.01 |

LABO0310-002 05/21/2021

| | Rates | Fringes |
|---|----------|---------|
| LABORER Common or General; Mason Tender - Brick & Cement/Concrete..... | \$ 28.07 | 21.52 |

LABO0894-003 06/01/2018

| | Rates | Fringes |
|---------------------------|----------|---------|
| LABORER Pipelayer..... | \$ 31.27 | 10.90 |

LABO0894-004 05/01/2018

| | Rates | Fringes |
|---------------------------|----------|---------|
| LABORER Form Work..... | \$ 32.28 | 10.95 |

PAIN0181-001 05/01/2023

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 33.97 | 20.40 |

PAIN0707-002 05/01/2023

| | Rates | Fringes |
|---------------------------------|----------|---------|
| PAINTER (Brush and Roller)..... | \$ 30.75 | 19.05 |

PAIN0707-003 05/01/2023

| | Rates | Fringes |
|---|----------|---------|
| PAINTER (Drywall Finishing/Taping Only)..... | \$ 31.79 | 19.05 |

PLAS0031-018 05/01/2014

| | Rates | Fringes |
|--|----------|---------|
| PLASTERER (Including FLOOR LAYER: Floor Coating/Epoxy)..... | \$ 29.51 | 15.67 |

PLAS0404-001 05/01/2023

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 34.28 | 22.51 |

PLUM0055-002 05/01/2022

| | Rates | Fringes |
|--|----------|---------|
| PLUMBER (Excludes HVAC Pipe Installation)..... | \$ 40.00 | 28.43 |

PLUM0120-009 05/01/2023

| | Rates | Fringes |
|---|----------|---------|
| PIPEFITTER (Includes HVAC Pipe Installation)..... | \$ 45.62 | 27.30 |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 45.62 | 27.30 |

ROOF0044-003 04/30/2023

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 37.75 | 20.68 |

SHEE0033-044 11/01/2022

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Including HVAC Duct and Unit Installation)..... | \$ 40.61 | 27.56 |

SUOH2012-076 08/29/2014

| | Rates | Fringes |
|---|----------|---------|
| LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor..... | \$ 24.53 | 14.55 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 32.88 | 12.26 |
| OPERATOR: Loader..... | \$ 29.66 | 12.61 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 31.48 | 12.80 |
| OPERATOR: Roller..... | \$ 31.48 | 12.80 |
| PAINTER: Spray..... | \$ 22.78 | 12.40 |
| TRUCK DRIVER: Dump (All Types)... | \$ 24.32 | 11.73 |

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