

**CITY OF LORAIN
BOARD OF CONTROL
AGENDA
APRIL 15, 2026 at 11:15 a.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

- a. The Lorain Fire Department (LFD) requests to purchase four (4) sets of new fire gear (turnout pants and coats per attached specifications) for recent hires. Municipal Emergency Services (MES) provided a quote for \$16,785.00. To be paid through G/L account 1010.S500.6700.1800 (New Equipment).
- b. A request from the Lorain Utilities Department for a purchase order in the amount of \$10,584.00 with Cardio Partners to replace 8 (eight) Physio Control Stryker CR + AED's, which have been removed from manufacturing. Funding GL Accounts 6020.P602.4000.6700.1500 Water - General Admin – Facility Improvements and 6130.P613.4000.6700.1500 Water Pollution Control - General Admin Facility Improvements.
- c. A request from the Lorain Utilities Department for an emergency purchase order not to exceed \$450,000.00 with Insituform Technologies, Inc. for the emergency utility repair to sewer lines which traversed the railroad properties of Norfolk Southern Railroad located at or about Root Road in the City of Lorain. City Council passed Ordinance 53-26 on 4/6/26. Funding GL Account 6160.P616.6300.1500 Contractual Service.
- d. A request from the Lorain Utilities Department for a purchase order in the amount of \$23,005.00 with sole source vendor, Waterworth, for continuous utility rate management software beginning April 23, 2026 through April 22, 2027 (12 month period). Funding GL Accounts 6020.P602.4000.6300.1500 Waterworks - Contractual Service and 6130.P613.4000.6300.1500 Water Pollution Control - Contractual Service.
- e. **A request from the Lorain Utilities Admin Dept. for purchase orders not to exceed \$10,130. with UBY for the Instrumentation and Track Monitoring needed for the Root Rd. Sanitary sewer repair. Funding from G/L 6130.P613.6300.1500 Contractual Services**

- f. A request from the Department of Public Property, Streets Division, for guardrail repair by Lake Erie Construction Company at 2 locations: West Erie/West 21st Street Eastbound split, and 6100 South Broadway for a total amount not to exceed \$11,850.00. Funding will be through Streets Contractual Services account 2010.R201.3140.6300.1500. Lake Erie Construction is the only regional provider of this type of repair and also holds the ODOT contract for same.
- g. A request from the Department of Public property, Parks Division, for refurbishing of the basketball court at Lakeview Park South by New Era Surfacing for an amount not to exceed \$6,314.00. Funding will be through account 1010.B200.6300.1500. Lions International and Lorain Lions Club are providing the funds for this project.
- h. A request from The Department of Public Property, Parks Division to purchase a radio telemetry system for the fountain at Veterans Park for an amount not to exceed \$ \$9,410.00. Funding will be through account 1010.B200.6300.1500, Parks Contractual Services.
- i. A request from the Department of Public Property, Parks Division, to purchase basketball hoop systems from Pro Dunk Hoops for an amount not to exceed \$6,000.00. Funding will be through account 1010,B200.6300.1500. Lions International and Lorain Lions Club are providing funding for this project per Ordinance 173-25.
- j. The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and G.I.D. Construction LLC for the rehabilitation of 3650 Dayton Ave. Lorain, OH 44052 for Violet Collins. The total contract amount is \$61,623.84, which includes a 10% contingency (\$56,021.67 project cost + \$5,602.17 contingency).
- The funds will be paid from account number G/L 2580.R258.6300.1515 and are contingent on compliance with other federal requirements, including environmental reviews.
- k. The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and Eiffel Builders for the rehabilitation of 321 Delaware Ave. Lorain 44052 for Nancy Skaggs. The total contract amount is \$24,574.00, which includes a 10% contingency (\$22,340.00 project cost + \$2,234.00 contingency).
- The funds will be paid from account number G/L 2580.R258.6300.1515 and is contingent on compliance with other federal requirements, including environmental reviews.
- l. The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and G.I.D. Construction LLC for the rehabilitation of 2144 E.30th St. Lorain 44055 for Myrna Christensen. The total contract amount is \$52,446.90, which includes a 10% contingency (\$47,679.00 project cost + \$4,767.90 contingency).
- The funds will be paid from account number G/L 2580.R258.6300.1515 and is contingent on compliance with other federal requirements, including environmental reviews.

- m. The Building, Housing & Planning Department requests to enter into an agreement with the Lorain County Urban League for \$70,000 for the Serving Our Streets (SOS) Initiative. SOS is a community-based violence interruption and youth engagement initiative that treats violence as a preventable public health crisis with the mission to reduce youth violence and increase opportunities for healing, stability, and reintegration for high-risk youth in Lorain County. Funds will be paid for out of CDBG Public Service Dollars (2260.R226.7210.6300.1500) contingent on compliance with other federal requirements, including environmental reviews.
- n. A request from the Building, Housing & Planning Department to increase PO #2026-34 with SWAT Environmental, previously approved by BOC 10/8/2025 Item N, by an additional \$6,500.00 for an amount not to exceed \$14,000.00. The increase is due to the cost of individual mitigations being higher than the original estimates and additional addresses requiring radon mitigation. The minimum estimate for mitigation is \$1,300.00 but can increase depending on the actual measured levels of radon and the design of the home. This is contingent upon compliance with other federal requirements, including environmental reviews.
- o. Request from Engineering Department to award OPWC Round 39 Contract A to the lowest and best bidder Terminal Ready Mix, Inc., in the Amount of \$377,028.00 (which includes 10% contingency). We received the following bids: Terminal Ready Mix \$342,751.96, RMH Concrete & Foundations, Inc. \$372,011.87 and Fabrizi Trucking & Paving, Inc. \$398,535.90. Funding Account: 4010.C401.6300.2300.
- p. Request from Engineering Department to award the OPWC Round 39 Contract B to the lowest and best bidder Terminal Ready Mix, Inc. in the amount of \$908,152.00 (which includes 10% contingency). Bids were received from: Terminal Ready Mix \$825,592.24 and Fabrizi Trucking and Paving Co., Inc. \$1,022,131.32. Funding Account: 4010.C401.6300.2300.
- q. BOC Request from Engineering Department to award the OPWC Round 39 C Contract to the lowest and best bidder Terminal Ready Mix, Inc., in the amount of \$1,025,683.00 (which includes 10% contingency). Bids were received from Terminal Ready Mix, inc. \$932,438.24 and Fabrizi Trucking and Paving Co., Inc. \$1,168,428.69. Funding Account 4010.C401.6300.2300.
- r. A request from the Engineering Department to issue a purchase order to Royce US Protections Services in an amount not to exceed \$55,000.00 for 2026 security services at the Black River Reclamation Site, located at 2601 E. 28th Street, Lorain, Ohio 44055, through the State of Ohio Cooperative Purchasing Program without bid, pursuant to Ohio Revised Code 154.04. The PO will be funded through Dredge Account 2900.R290.6300.1500.
- s. A request from the Engineering Department to enter into an agreement with K.E. McCartney & Associates, Inc., for Professional Services associated with the E. 36th Street Improvements - Planning Project in an amount not to exceed \$1,500,000.00 to be funded from account 4010.C401.6300.7004 and as approved by Lorain City Council on April 6, 2026, via Ordinance 51-26.
- t. A request from the Engineering Department to issue a PO in the amount of \$9,725.29 to Forestry Distributing/Hoizon Company for the purchase of chemicals for treatment of invasive species at the Black River Reclamation Facility to be funded from grant funds available in US F&W Grant Exp 2365.R235.6300.3400.

- u. A request from the Engineering Department for approval to enter into an agreement with Spicer Group for professional services associated with the preliminary design including right of way acquisition of the Kolbe Road Sidewalk Project in an amount not to exceed \$65,640. ODOT shall pay 100% of these design costs. No local match is required. RFQ's were requested twice. Once in November 2025 and February of 2026. Spicer Group was the only firm to submit their qualifications; Spicer Group was rated and ranked as the most capable and then provided a cost proposal at our request.

- v. A request from the Safety Service department to enter into an extension agreement with Barry Slater, Inc. for Rep'd. This extension agreement will run through December 31, 2026. Rep'd is a web-based Q & A platform used to answer resident questions. The total cost of this agreement is \$22,500.00. Funding will come from account number 1010.V100.3110.6300.1500 Contractual Services.

3. **ADJOURNMENT**



CITY OF LORAIN

Board of Control

2. a.

Meeting Date: 04/15/2026

Subject:

The Lorain Fire Department (LFD) requests to purchase four (4) sets of new fire gear (turnout pants and coats per attached specifications) for recent hires. Municipal Emergency Services (MES) provided a quote for \$16,785.00. To be paid through G/L account 1010.S500.6700.1800 (New Equipment).

Attachments

LFD New Gear - MES Quote

BOC Request form - LFD New Gear



(877) 637-3473

Quote

Quote # QT2056882
 Date 04/09/2026
 Expires 04/24/2026
 Sales Rep Jesberger, Michael
 PO # Gear - 4 sets
 Shipping Method FedEx Ground
 Customer LORAIN FIRE DEPT (OH)
 Customer # C216378

Bill To

CITY OF LORAIN FIRE DEPT
 200 WEST ERIE ST
 LORAIN OH 44052
 United States

Ship To

CITY OF LORAIN FIRE DEPT
 1350 Broadway
 LORAIN OH 44052
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	OHLORA00105		OHLORA00105 HFRP Tail Coat LTO 17BR Tail Coat - Black	4	\$2,430.00	\$9,720.00
Custom HFRP Pro Fit Pant	OHLORA00106		OHLORA00106 Custom HFRP Pro Fit Pant MPL 17BR Pro Fit Pant - Black	4	\$1,760.00	\$7,040.00

Subtotal \$16,760.00

Shipping Cost \$25.00

Tax Total \$0.00

Total \$16,785.00

Contact: ryan bowers

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2056882



**BOARD OF CONTROL
REQUEST FORM**

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 04/15/2026
- 2. Name of Department Submitting Request: Fire
- 3. Summary of Report: The Lorain Fire Department (LFD) requests approval to purchase four (4) sets of new fire gear for recent hires (turnout pants and coats per attached specifications).
- 4. Name of Vendor: Municipal Emergency Services (MES)
- 5. Amount: \$16,785.00
- 6. Number of account to be used for funding: 1010.S500.6700.1800 (New Equipment)

7. VENDOR DETAIL

Sole Source Vendor - Yes No State Purchasing Vendor - Yes / No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer's Office has verified that the vendor selected is registered with the City Yes No
- 9. Is the amount requested due to a change order? Yes No
- 10. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. b.

Meeting Date: 04/15/2026

Subject:

A request from the Lorain Utilities Department for a purchase order in the amount of \$10,584.00 with Cardio Partners to replace 8 (eight) Physio Control Stryker CR + AED's, which have been removed from manufacturing. Funding GL Accounts 6020.P602.4000.6700.1500 Water - General Admin – Facility Improvements and 6130.P613.4000.6700.1500 Water Pollution Control - General Admin Facility Improvements.

Attachments

BOC - Utilities - 8 AEDs - Cardio Partners
Quote - Utilities - 8 AEDs - Cardio Partners
Quote - Utilities - 8 AEDs - AED Grant
Quote - Utilities - 8 AEDs - Cintas



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 4/8/26

2. Name of Department Submitting Request: Lorain Utilities Department

3. Summary of Report: A request from the Lorain Utilities Department for a purchase order in the amount of \$10,584.00 with Cardio Partners to replace 8 (eight) Physio Control Stryker CR + AED's, which have been removed from manufacturing. Funding GL Accounts 6020.P602.4000.6700.1500 Water - General Admin – Facility Improvements and 6130.P613.4000.6700.1500 Water Pollution Control - General Admin Facility Improvements.

4. Name of Vendor: Cardio Partners

5. Amount: \$10,584.00

6. Number of account to be used for funding: 6020.P602.4000.6700.1500 & 6130.P613.4000.6700.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - **Yes** / No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Cardio Partners - \$10,584.00

Vendor #2 AED Grant - \$15,122.16

Vendor #3 Cintas - \$12,960.00

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes

9. Is the amount requested due to a change order? Yes / **No**

10. If necessary, has City Council approved and when? _____

Quotation
Quotation#: QUO-57561-C0H0

Last Modified: 3/9/2026 10:36 AM

Customer PO #:

Account Number: C0801678 Bill To: City Of Lorain 1106 First St Lorain, OH 44053 Billing Contact: Ron Russell Billing Email: Ron_Russell@cityoflorain.org Payment Terms:	Ship To: 1106 First St Lorain, OH 44053 Shipping Contact: Ron Russell Shipping Email: Ron_Russell@cityoflorain.org
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Item	Description	UOM	QTY	Current Price	Your Price	Extended Price
99512-001435	Stryker LifePak CR2 AED USB Semi Automatic, English, Handle	EA	8	\$1,411.00	\$1,200.00	\$9,600.00
11260-000047	Stryker CR2 Semi-Rigid Carry Case	EA	8	\$123.00	\$123.00	\$984.00

Subtotal: \$10,584.00

Freight: \$0.00

Tax: \$0.00

Quote Total: \$10,584.00

Quote Expiration Date: 4/9/2026

Comments: <div style="text-align: right; color: blue; font-family: cursive;"> 1586⁰⁰ = 2021 1200⁰⁰ = 2024 </div>
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Quote valid for 30 days from the above date

Should there be any price increases, taxes, tariffs, duties, surcharges or other fees imposed by the government, manufacturer, and/or supplier on any product(s) included in this quote, Cardio Partners reserves the right to amend the pricing contained in the quote.

Prepared for you by:

 Shane Burton
 Shane.Burton@cardiopartners.com
 (615) 657-7217

PROUD SUPPLIER TO THE US GOVERNMENT
 GSAVA Contract Number: 36F79723D0173
 Contract Expiration Date: 08/31/2028
 DUNS #: 078 760 417
 CAGE Code: 6V6E4
 FEIN/TIN: 80-0874694
 Business Size Classification: Large



HeartStart FRx **PHILIPS**

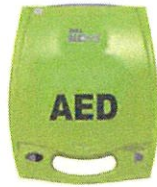


Includes FREE Case

Semi-Automatic
Item #: 861304
MSRP: \$2,244.00

Grant Price: **\$1,524.63**

AED Plus **ZOLL**



Semi-Automatic
Item #: ZOL214
MSRP: \$2,268.00

Grant Price: **\$1,650.67**

Fully-Automatic
Item #: ZOL214-FA
MSRP: \$2,268.00

Grant Price: **\$1,675.89**

AED3 **ZOLL**



Semi-Automatic
Item #: 8511-001101-01
MSRP: \$3,019.00

Grant Price: **\$1,879.42**

Fully-Automatic
Item #: 8511-001102-01
MSRP: \$3,019.00

Grant Price: **\$1,895.60**

Lifepak CR2



Semi-Automatic
Item #: 99512-001435
MSRP: \$3,152.00

Grant Price: **\$1,890.27**

Fully-Automatic
Item #: 99512-001434
MSRP: \$3,062.00

Grant Price: **\$2,029.81**

Lifepak 1000



Basic
Item #: 99425-000023
MSRP: \$3,436.00

Grant Price: **\$2,678.14**

Advanced
Item #: 99425-000025
MSRP: \$4,232.00

Grant Price: **\$3,565.23**

Lifeline **defibtech**



w/ 5 Year Battery
Item #: DCF-100
MSRP: \$1,710.49

Grant Price: **\$1,203.71**

w/ 7 Year Battery
Item #: DCF-110
MSRP: \$1,767.70

Grant Price: **\$1,236.40**

AUTO AED **defibtech**



w/ 5 Year Battery
Item #: DCF-A120-EN
MSRP: \$1,796.31

Grant Price: **\$1,253.74**

w/ 7 Year Battery
Item #: DCF-A130-EN
MSRP: \$1,853.51

Grant Price: **\$1,286.36**

Lifeline View **defibtech**



See the Demo @ AEDGrant.com

Item #: DCF-A2310EN
MSRP: \$2,475.12

Grant Price: **\$1,543.62**

Samaritan PAD 350P **HeartSine**



No RX Needed

Semi-Automatic
Item #: HS80514-000263
MSRP: \$1,942.00

Grant Price: **\$1,005.43**

Fully-Automatic
Item #: HS80514-000309
MSRP: \$2,099.00

Grant Price: **\$1,153.51**

For More Information, visit AEDGrant.com

- Please email for more information and notate which brand of AED you are interested in.
- Additional Accessories and Prescriptions available for ALL models.
- A Grant Order form is also attached to your approval email, allowing you to place your order for whichever of the approved package(s) you feel best suits your needs.

Thank You!

Grant Approval Department
AEDGrant.com
1 (866) 526-0233
Info@AEDGrant.com
Fax: 760-944-2959

Need to raise additional funds to meet your approved Grant Prices?

Try the Home and Auto First Aid Kit Fundraiser Program with First-Aid-Product.com!

Many of our grant customers have taken advantage of this program to raise the remaining funds required to purchase their AED through the grant program – it's fun, easy, and unique! We've all seen, heard of, and likely purchased from the gift wrap, candy, and knick-knack fundraisers – but *everyone can use a first aid kit*, making this program an exceptional, and successful alternative for raising money! This fundraiser directly relates to your lifesaving effort in deploying AEDs and at 100%-150% profit, it is simple to raise the funds you need quickly. Visit their site to read more on the program and get your first aid fundraiser started today!



*All offers, information, availability, pricing, etc. subject to change at any time without notice.

Life-Saving Technology FOR ONLY \$135/month

THE AED SERVICE AGREEMENT

per AED



With today's heightened focus on being prepared, now is the ideal time to make sure you feel **ready™** to respond to cardiac emergencies. For less than \$5 a day, you can equip your business with an Automated External Defibrillator (AED) from Cintas and feel better prepared to act quickly in the event of sudden cardiac arrest (SCA) — the number one killer in the workplace.

SETUP IN 3 EASY STEPS:

1. PLANNING

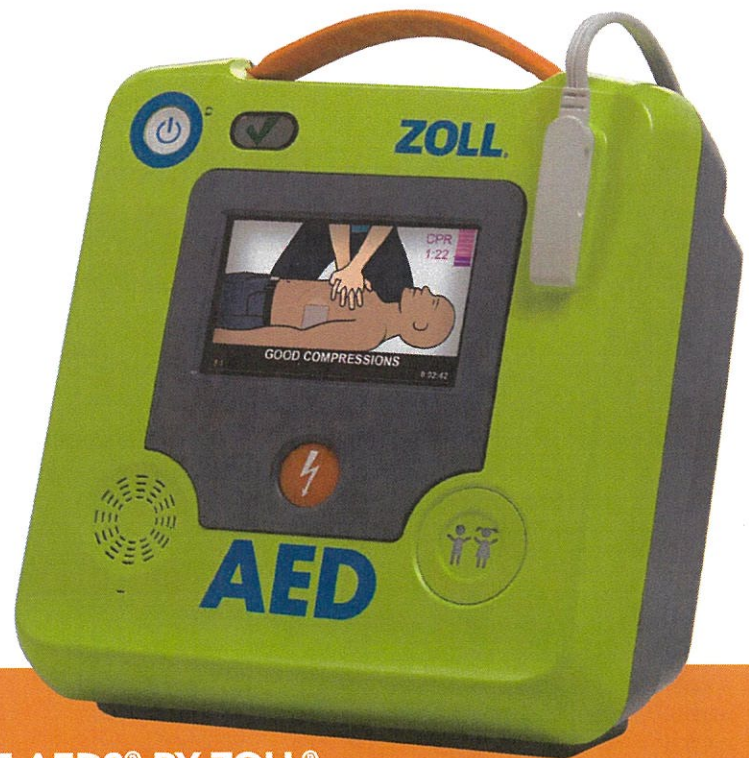
- You determine the type, location and number of AEDs needed for your business

2. IMPLEMENTATION

- Your AEDs and accessories you select are professionally installed

3. MAINTENANCE

- Pad and battery replacement
- Software upgrades
- Ongoing LifeReady™ support for medical direction, tracking, registration with EMS and post-event guidance



FOR MORE INFORMATION CONTACT

8 at 135⁰⁰ per month - 12,960/YR

THE AED3® BY ZOLL®

- Easy to navigate large color LCD screen
- Simple to operate with clear one-touch button
- Real CPR Help(R) guides rescuers in delivering high-quality CPR

The "AED Program" includes ONLY the sale or service agreement of AEDs and periodic inspection of the AEDs to determine whether the batteries and/or pads for the AED have expired. If expressly and separately purchased by Customer, Cintas may also provide AED and CPR Training, and access to LifeREADY 360™ website. "AED Program" expressly excludes any risk or hazard analysis of any kind or type, including (but not limited to) recommendations regarding the type, number, or placement of AEDs at Customer's facility. Customer is solely responsible for choosing the type and number of AEDs needed and the placement of those AEDs within its facility(ies) and for notifying Cintas of any faults, alarms, or indications that the AED is not functioning properly in between Cintas's periodic service visits.

cintas.com | 877.973.2811

UNIFORMS | FACILITY SERVICES | FIRST AID & SAFETY | FIRE PROTECTION

CINTAS
READY FOR THE WORKDAY®



CITY OF LORAIN

Board of Control

2. c.

Meeting Date: 04/15/2026

Subject:

A request from the Lorain Utilities Department for an emergency purchase order not to exceed \$450,000.00 with Insituform Technologies, Inc. for the emergency utility repair to sewer lines which traversed the railroad properties of Norfolk Southern Railroad located at or about Root Road in the City of Lorain. City Council passed Ordinance 53-26 on 4/6/26. Funding GL Account 6160.P616.6300.1500 Contractual Service.

Attachments

BOC - Utilities - Emerg Repair Sewer Line Root Rd - Insituform Tech

A 26-034



BOARD OF CONTROL REQUEST FORM

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(Meeting day and time is subject to change with advanced notice)

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<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 4/8/26
2. Name of Department Submitting Request: Lorain Utilities Department
3. Summary of Report: A request from the Lorain Utilities Department for an emergency purchase order not to exceed \$450,000.00 with Insituform Technologies, Inc. for the emergency utility repair to sewer lines which traversed the railroad properties of Norfolk Southern Railroad located at or about Root Road in the City of Lorain. City Council passed Ordinance 53-26 on 4/6/26. Funding GL Account 6160.P616.6300.1500 Contractual Service.
4. Name of Vendor: Insituform Technologies, Inc.
5. Amount: Not to exceed \$450,000.00
6. Number of account to be used for funding: 6160.P616.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least three vendors* for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? Ord 53-26 4/6/26

Contractor/Auditor

AGREEMENT
with
CITY OF LORAIN, OHIO

And

INSITUFORM TECHNOLOGIES, LLC

For

Sewer Line Repairs

A - 26 - 034

(year)

(#)

Department

UTILITIES

Fund/Account

6160.P616.6300.1500

Bid

Yes ___ No ___

This AGREEMENT is in effect from

START DATE _____ END DATE _____

Board of Control:

TABLE OF CONTENTS

ORDINANCE – 53-26

CONTRACT

W9

BUSINESS REGISTRATION FORM

CERTIFICATION OF CONTRACTOR

**SYSTEM FOR AWARD MANAGEMENT: CERTIFIED SEARCH FOR
FINDINGS**

**OHIO AUDITOR: CERTIFIED SEARCH FOR UNRESOLVED FINDINGS
FOR RECOVERY**

ORDINANCE NO. 53-24

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH INSITUFORM TECHNOLOGIES, INC., FOR THE PROVISION OF UTILITY REPAIR AND PROFESSIONAL SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain desires to procure the necessary construction and professional services of Insituform Technologies, Inc., in regard to emergency utility repair to sewer lines which traverse the railroad properties of Norfolk Southern Railroad located at or about Root Road in the City of Lorain; and,

WHEREAS, the City Department of Utilities sought estimates and capabilities from several outside construction companies to make the sewer line repairs as were anticipated as being necessary and determined that Insituform Technologies, Inc., had the expertise and emergency capability to effectuate the necessary emergency repairs; and

WHEREAS, the City of Lorain has obtained all necessary approvals, including the approval of the Norfolk Southern Railroad to enter upon the railroad's property and make the emergency sewer line repairs; and

WHEREAS, the Utilities Department recommends that the City of Lorain enter into an agreement with Insituform Technologies, Inc., for equipment, materials, and professional services needed to make emergency sewer repairs to utilities for an amount not to exceed \$450,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, OHIO:

SECTION I: That the Safety/Service Director is hereby authorized to enter into an Agreement with Insituform Technologies, Inc., a copy of which is marked "Exhibit A", attached hereto and incorporated herein by reference (the "Agreement"). The Agreement shall be in form and substance essentially similar to Exhibit A hereto and be subject to the approval by the Law Director.

SECTION II. That the cost of said repairs shall not exceed \$450,000.00 and shall be paid from Account Number: 6160P61663001500.

SECTION II.: That it is found and determined that all formal actions of Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code; and

SECTION III: That this ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to obtain construction and professional services for emergency utility repair to sewer lines at or about Root Road in the City of Lorain. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor.

STANDARD AGREEMENT

THE CITY OF LORAIN

I. INTRODUCTION

This Agreement is entered into on _____, by and between the City of Lorain, Ohio (“Owner”), located at 200 West Erie Avenue, Lorain, Ohio 44052, and Insituform Technologies, LLC (“Contractor”), located at 580 Goddard Avenue, Chesterfield, MO 63005 for the Root Road Emergency Project (“Project”).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement (“Agreement”) as of the date set forth above. The Owner and the Contractor agree as follows:

1 WORK.

1.1 The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the “Work”) necessary for the timely and proper completion of the Work described in the Contract Documents for the Project. The Contractor shall provide the Performance and Payment Bonds on the forms and in the manner described in the Contract Documents.

1.2 CLEANUP. Contractor shall cleanup, repair, restore and otherwise return any site or location provided by Owner to the condition in which it was delivered to Contractor. Contractor shall repair, at its sole expense, any property it damages, whether part of the work or not, to a condition acceptable to Owner.

1.3 FINAL COMPLETION. The Project shall be finally completed within One Hundred Twenty Days (120) from the Notice to Proceed. Final Completion of the Agreement will have been achieved and the Contractor may invoice for the remaining balance of the Agreement after the Agreement has been substantially completed and all punch list items have been completed to the satisfaction of the City. The Contractor shall at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Final Completion. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.3.1 SUBSTANTIAL COMPLETION. The Project shall be substantially completed Ninety days (90) from the Notice to Proceed. When Contractor has completed performing all the bid items and foresees no changes, a final-walk through should be requested with the project inspector. At that walk-thru, all outstanding work shall be compiled and divided into two categories; incomplete bid items and punch-list items. When the City concurs that all the outstanding work can be defined as punch-list items, the contract shall be considered substantially complete.

1.4 SUPERVISION. The Contractor shall assign a competent Project Supervisor who shall be present on site. At the Owner's request and without additional charge to Owner, the Contractor shall replace the Project Supervisor. The Owner's Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants. At a minimum, the Project Supervisor shall be present on site whenever any Contractor or Subcontractor personnel are present on site.

1.5 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, , and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement
- Scope of Work
- Performance and Payment Bond
- Ohio Prevailing Wage rates

If there is a conflict between any of the Contract Documents, the document listed first above shall control.

3 OWNER'S REPRESENTATIVE.

3.1 The City Engineer and/or his designee is the Owner's Representative with respect to all matters involving the Owner.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative, although the Safety/Service Director and Fiscal Officer of the Owner are also authorized to send written communications to the Contractor.

3.3 The Owner's Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents. Such inspections shall not relieve the Contractor of any of its obligations under the Contract Documents.

3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR FINAL COMPLETION AND PROJECT COORDINATION.

4.1 Project Time Schedule. The Owner anticipates that Work on the Project will begin upon its issuance of a Notice to Proceed and be finally completed by **June 1, 2026**, unless the Owner and Contractor agree to different commencement and completion dates.

4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

4.3 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5 DELAYS AND ACCELERATIONS.

5.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within 24 hours of the commencement of the delay. The notice shall state in all capital letters at least 12 point font "NOTICE OF DELAY." The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Contractor to an extension of time, additional payment, or both. Any of the foregoing shall only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

5.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Contract schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take the required action within two days of the Notice. If the acceleration is not due to fault of the Contractor, Owner shall issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2.

5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Final Completion so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule. The Owner shall not be required to compensate the Contractor for accelerating its Work based on the Contractor's own decision so that the Work is in final form by the Date for Final Completion.

5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating

its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, and (d) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of items (a) and (b) for which additional compensation is permitted under this Paragraph. The foregoing shall be the only additional compensation and/or damages the Contractor shall be entitled to receive for accelerating its Work so that it is complete before the Date for Final Completion. As a condition precedent to its recovery of additional compensation, the Contractor shall provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

6 CORRECTIVE ACTION.

6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, and the City orders the Contractor to take corrective action, THE CONTRACTOR SHALL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) BUSINESS HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE OR BY THE DEADLINE FOR COMPLETION OF THE PROJECT SET FORTH IN THIS AGREEMENT WHICHEVER IS SOONER AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, SHALL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph. Failure of the Owner to issue an order to take corrective action to the Contractor to take corrective action does not relieve the Contractor of its obligations and duties hereunder.

7 CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and timely completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be \$ 404,521.00. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor because of the Work or the materials incorporated into the Work. The Contractor shall pay any such taxes.

8 LIQUIDATED DAMAGES.

8.1 The Contractor shall have its work substantially completed by the date stated in Paragraph 1.3.1; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.

8.2 If the Contractor does not have its Work on the Project substantially complete by the date stated in Paragraph 1.3.1 or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages in the amount of \$300.00 per day.

8.3 The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents. In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

9 LIMITATION AND LIABILITY.

9.1 The Owner's total liability under this Agreement shall be limited to the amount set forth in the Finance Director's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10 PAYMENT

10.1 APPLICATIONS FOR PAYMENT. Payment applications shall be submitted on a monthly basis and shall reflect the amount of work completed as of the date the application for payment is submitted. On or before Completion, the Contractor shall submit to the Owner, an itemized payment application for such period in the following format and with one copy of the following documentation: 1) Invoice for work performed and materials and equipment provided for the previous pay period; 2) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due; 3) Contractor's Affidavit

of Release of Liens with and lien releases in the format provided by the Owner for all the Contractor's Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment; 4) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

10.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner; 2) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 5) Any representations made by the Contractor are untrue; 6) The failure of the Contractor to make payments to its Subcontractors; 7) Damage to the Owner's property or the property of another person or laborer; 8) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or 9) Liens filed or reasonable evidence indicating the probable filing of such liens.

10.3 The Owner will pay the Contractor within 30 days after approval of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application. In the event payment will be made from a source of funds not controlled by the Owner, Contractor's payment application shall be processed by the Owner if such payment source within 30 days of the approval of the Contractor's payment application.

11 RETAINAGE.

11.1 AMOUNT OF PAYMENTS. Subject to Paragraph 8.1, the amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:

11.2 PAYMENTS. Payments under the contract shall be made at the rate of 92% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When more than fifty percent (50%) of the Work has been completed, the amount retained may be reduced at the City's sole discretion. The Engineer may also, at any time, increase retainage by any amount needed to protect the City's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the City that are subject to the Contractor's indemnification obligations; or back charges that the City may assess against the Contractor.

11.3 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and

documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

11.4 FINAL PAYMENT.

11.4.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to the Owner: 1) All items from Paragraph 10.1; 2) Consent of the Contractor's Surety to Payment; 3) An assignment to the Owner of all warranties obtained or obtainable by the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner; and 4) Such other documentation as required by the Contract Documents, the Owner, or applicable law.

11.4.2 The making of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner for the following: 1) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled; 2) Failure of the Work to comply with the requirements of the Contract Documents; 3) Terms of special warranties required by the Contract Documents; 4) Claims for Indemnification; 5) Claims about which the Owner has given the Contractor written notice; or 6) Claims arising after Final Payment.

11.5 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

12 CHANGE ORDERS.

12.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any. Change Orders shall be made on a written instrument (form) prescribed and approved by Owner. In the event that a change order must be approved by a funding source other than Owner before payment can issue, the Change Order written instrument (form) shall be signed by a representative of the funding source.

13 CLAIMS AND DISPUTES.

13.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Paragraph 10.2 shall not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. The Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, the Contractor shall submit an

affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of the Contractor, which states that:

13.1.1 The Claim which is submitted herewith complies with Paragraph 13.1 of the Owner-Contractor Agreement, which provides that the "Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim."

13.1.2 Claims must be made by written notice in an acceptable written medium. Claims may not be submitted via email.

13.1.3 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work.

13.1.4 If the Contractor wishes to make a Claim for additional time, the Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

13.1.5 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents AND (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall give written notice to the other party promptly before conditions are disturbed. If the conditions meet the requirements of (1) AND (2) and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Owner will issue an appropriate Change Order.

13.1.6 The Contractor shall make all claims in writing within seven (7) calendar days after the occurrence of the event giving rise to the Claim. Failure to do so shall be an irrevocable waiver of the Claim.

13.1.7 Within ten (10) days of its receipt of a written request, the Contractor shall make available to the Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and shall require its Subcontractors, regardless of tier, and materialmen to do likewise.

13.1.8 If a Claim has not been resolved within fourteen (14) days after submission to the other party, the City shall have the right, at its sole discretion, to elect to pursue resolution of the Claim through mediation or arbitration. Should the City elect to pursue either mediation or arbitration, said alternative dispute resolution shall be conducted in general conformity with the applicable rules of the American Arbitration Association. Should the City elect not to pursue resolution of a claim through the foregoing process, the Claimant's exclusive remedy is to file suit in the Common Pleas Court of Lorain County, Ohio.

14 DEFAULT OF THE CONTRACTOR.

14.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:

14.1.1 The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Owner or such lesser time as is provided in the Contract Documents, or applicable law, rule or regulation and provide Owner a written statement of the corrective action plan or

14.1.2 The Contractor's failure thereafter to use its best efforts to correct such failure, or

14.1.3 Except when an extension of time is granted in writing by the Owner, to correct such failure within thirty (30) days after receipt of written notice thereof, or such shorter period of time as is mandated by application, rule or regulation;

14.1.4 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.

14.2 OWNER'S REMEDIES. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:

14.2.1 Order the Contractor in writing to stop the Work, which the Contractor shall do immediately; in case of emergency circumstances, the stop work order may be issued verbally by the Owner and confirmed in writing within twenty-four (24) hours after issuance of the verbal stop work order;

14.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

14.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

14.2.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

14.3 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

14.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such excess shall be paid to the Contractor. If such

costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

15 DEFAULT OF THE OWNER.

15.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:

15.1.1 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Contractor specifying the default and the necessary corrective action.

15.2 CONTRACTOR'S REMEDY.

15.2.1 The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suit for damages in the Common Pleas Court of Lorain County, Ohio. The Contractor's right to exercise that remedy shall be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.

15.2.2 If the Owner fails to pay the Contractor as payment becomes due, as provided in Section 10.3 above, the Contractor may, upon fifteen (15) days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the Work had been suspended for the convenience of the Owner under Section 16 of this Agreement.

16 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.1 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

16.1.1 The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

16.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

16.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.2.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the Owner's convenience.

16.2.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the Owner, in

which case the Contractor shall take the action directed by the Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the Owner, terminate all agreements with Subcontractors and suppliers.

16.2.3 If this Agreement is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Owner will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 10% on the Work performed up to the date of termination.

16.2.4 If this Agreement is terminated without cause for the Owner's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

16.2.5 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

17 INSURANCE AND INDEMNIFICATION.

17.1 The Contractor shall maintain:

- Comprehensive general liability insurance in the amount of \$1,000,000.00;
- Automobile liability insurance in the amount of \$1,000,000.00;
- Workers compensation coverage as required by Ohio Law;
- Umbrella/Excess liability coverage in the amount of \$2,000,000.00; and
- Additionally, said policies of insurance shall name the Owner, its elected officials, officers, employees, agents and volunteers as additional insureds for incidents arising out of the Contract.

17.2 Insurance furnished by the Owner, if any, is not intended to and shall not cover equipment and materials before they are physically incorporated into the Work or tools. The Contractor shall bear the entire risk of loss with respect to tools, equipment, and materials.

17.3 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees—whether made by Owner or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The Owner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise

due the Contractor under the Contract Documents. It is agreed that the cost of the Owner's staff in calculating any expenses under this Paragraph shall be at the staff person's hourly rate of compensation including benefits.

17.4 This Indemnity Clause shall survive expiration or termination of this Contract.

18 WARRANTIES.

18.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- The Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new, unless otherwise specified;
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Warranty shall be Two years from final completion and acceptance by Owner.

18.2 Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) business hours after written notice thereof, unless otherwise specified in said written notice by the owner and thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except when an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) calendar days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within ten (10) days after the date of such notice, all of the Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Owner's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Paragraph, the Contractor shall pay the Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

19 GENERAL.

19.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

19.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

19.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.

19.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Lorain County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

19.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

19.6 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Owner's Representative/Designee," and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

19.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved

against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

19.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner shall be subject to the sole discretion of the Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

19.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

19.10 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including, but not limited to Ohio's Prevailing Wage law if applicable. Ohio Prevailing Wage applies to the Project. It shall be the Contractor's affirmative duty to take such action as is necessary, including but not limited to monitoring increases in prevailing wage rates which may occur, time to time, during the term of this Agreement.

19.11 PROJECT SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

19.12 EQUAL OPPORTUNITY. Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.


19.13 USE OF OWNER'S FACILITIES. The Contractor shall ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of the Owner: use the Owner's cafeteria, rest rooms, or phones; use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by the Owner. The Owner will not tolerate any such actions and any such action observed or made known to the Owner shall be dealt with severely.


19.14 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the O.R.C., and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

19.15 ENTIRE AGREEMENT. This Agreement and the other Contract Documents including Contractor's Proposal dated 2/18/26 constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

City of Lorain Ohio

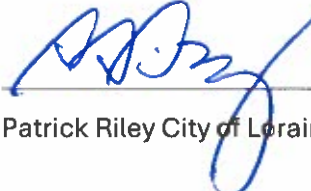
Contractor Insituform Technologies, LLC

By: 
Its: Safety Service Director
Date: 4/7/2026

By: 
Its: Contracting and Attesting Officer
Date: 3/31/26



APPROVED AS TO FORM:


Patrick Riley City of Lorain Law Director

Date: 4/6/2026

CONDITION PRECEDENT

The Parties agree and acknowledge that the Agreement for the Root Road Emergency Project, to which this document is now incorporated therewith, shall not be effective until such time that the City of Lorain receives all necessary approvals to commence the Project. The Contractor shall commence Work for the Project upon the City of Lorain issuing a Notice to Proceed.



CITY OF LORAIN

4/7/2026

DATE



INSITUFORM TECHNOLOGIES,
INC. LLC



4/6/26

DATE

Approved As To Form:
AS/PL/MS (4/6/2026)
Patrick D. Rieley
Lorain Law Director



Scope of Work

Proposal

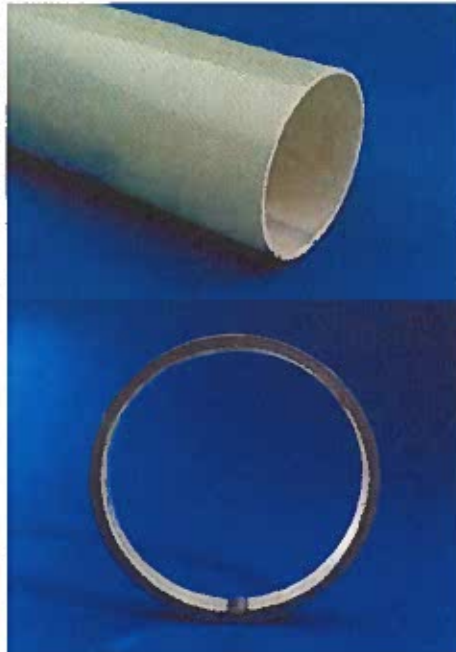
Lorain OH Root Rd Emergency Project

Prepared for:

Joseph Carbanaro

Prepared by:

Bobby McMaster



Insituform Technologies, LLC an Azuria Water Solutions Company
580 Goddard Avenue, MO USA 63005
www.insituform.com (636) 530-8000

February 18, 2025

SO-00216538

Joseh Carbonaro
The City of Lorain
Joseph_Carbonaro@cityoflorain.org

Re: Root Road Emergency project

Dear Joseph,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **The City of Lorain OH**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

The following pricing and information herein should be considered confidential:

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	BID UNIT PRICE	TOTAL
1	Install an estimated 90' of 20" PVC BY SLIP LINING Through the existing 24" FRP Pipe under the railroad. Grout 70' the annular space between the 20" and 24" pipe. Install a new 48" MH outside of the railroad ROW at the end of the slip lining pipe. Replace approximately 128' of the existing 24" FRP pipe with 24" PVC pipe by open cut method between the new manhole and existing manhole B. Post CCTV will be completed after the work is done	1	LS		
10					
				Total	\$399,521.00

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

- ITLLC assumes the work will be completed during dry weather conditions.
 - Quantities are estimated. Customers shall be invoiced for actual quantities at the above unit prices.
 - ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. ITLLC has included Prevailing Wages for this project
 - ITLLC assumes that the 24" pipe can be slipped line with the 20" PVC pipe. If for some reason this cannot be done due to obstructions or any other unforeseen issue, then pricing and methods are subject to change.
 - ITLLC shall invoice for standby time resulting from delays that are not attributable to any act, omission, or fault of ITILLC. This would be invoiced on a time and material basis.
 - Insituform's current price does not include bypass and assumes the owner will provide.
 - ITILLC assumes the owner will work directly with the railroad for permits and access permission
 - ITILLC assumes that the host pipe is free of voids or structural cracks, and that grouting will be limited to the 4-inch annular space between the host pipe and the slip-lined pipe. In the event that voids or other conditions are encountered that require additional grouting beyond the assumed scope, ITILLC reserves the right to apply additional charges.
 - Insituform assumes the Customer will handle all traffic control.
 - ITILLC assumes that the owner will provide all permits, access, railroad flagging, ETC.
 - ITILLC assumes that the owner will be granted access from the local property owners
- ITILLC has prepared this proposal based on the information provided by the client and on reasonable assumptions made at the time of submission. Should unforeseen conditions or circumstances arise that differ from those stated or assumed, ITILLC reserves the right to revise the scope of work and adjust pricing accordingly.

ITLLC SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Installation of Insituform resin impregnated CIPP liner in accordance with ASTM F1216 using either water or air/pull-in/steam, at the discretion of ITLLC.
3. Light Clean and CCTV inspection of the pipe before and after the lining is complete as a deliverable.
4. Standard insurance coverage with the following limits:
 - i. General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - ii. Auto: \$2,000,000 Combined Single Limit
 - iii. Workers Compensation: Statutory with \$1,000,000 Employer's Liability
 - iv. The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

EXCLUSIONS:

The following items are excluded from ITLLC's Pricing and Scope of Services / Responsibilities as stated.

These items, if necessary, applicable, or otherwise required, shall be furnished by the Customer, at the Customer's direction and at no cost to ITLLC. No subcontract agreement shall be executed by ITLLC, unless the following exclusions and responsibilities of ITLLC and their subcontracting partners are accepted, mutually agreed upon in writing between ITLLC and Customer, and incorporated into the subcontract documents:

1. All Permits, licenses, and construction easements.
2. CCTV and Clean
3. Dewatering
4. Surveying is excluded from Insituform work.
5. Traffic control
6. Railroad Insurance
7. Railroad flagging
8. Asphalt restoration
9. Concrete driveway and sidewalk Restoration
10. Grouting of inverts
11. Traffic control is excluded.
12. Styrene free material is excluded from this proposal
13. Manual operation of any pumping and/or metering stations.
14. Bypass Pumping
15. Clearing and Grubbing
16. Property and landscape Restoration is excluded.
17. Scaffolding (if required) to access raised manholes.
18. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to access points and/or water supply hose.
19. Access to and use of fire hydrants and/or sufficient water supply (within 300 ft. of the installation site) to complete CIPP installation, including curing and flushing.
20. Additional cleaning of pipe in preparation for lining greater than 3 passes (Light Cleaning).
21. Removal and disposal of any hazardous or toxic materials encountered during the Project.
22. Any costs associated with the disposal of inversion/cure/cleaning water used in any operations.
23. Traffic control greater than cones and signs including, police details, Lane Closures, Sidewalk Closures, RR flagmen and special traffic control setups.
24. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.)
25. Point repairs of any kind.

-
26. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe because of any such collapse or repair.
 27. Locations of and access (of ITLLC equipment and/or personnel) to all work areas associated with the project and as required by ITLLC's work plan. Owner to provide full access as needed for the lining.
 28. Payment and Performance bonds. If payment and performance bonds are required, add 2.0% to the total Project cost.
 29. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
 30. State and local sales and/or use taxes.
 31. Additional premiums for special insurance coverage(s) specific to this project.

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Asbestos Worker

Effective Date:
8/6/2025

Effective Date:
8/6/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Asbestos Abatement	\$32.50		\$10.95	\$7.25	\$0.75	\$3.75	\$0.00	\$0.05	\$0.00	\$0.00	\$55.25	\$71.50
Apprentice	BHR	Percent										
Trainee	\$22.00	\$67.69	\$10.95	\$1.90	\$0.75	\$1.00	\$0.00	\$0.05	\$0.00	\$0.00	\$36.65	\$47.65

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula*, Athens, Auglaize, Brown, Butler*, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Erie*, Fairfield, Fayette, Franklin, Geauga, Greene, Guernsey, Hamilton, Hardin, Harrison, Highland, Hocking, Holmes, Huron, Knox, Lake, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Portage, Preble, Richland, Ross, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren*, Wayne

Special Jurisdictional Note :

Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond, Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor)

Butler County: (townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne) (Lemon & Madison)

Erie County: (post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermillion)

Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington) (Clear Creek, Franklin, Mossie, Turtle Creek & Wayne)

Details :

An Abatement Journeyman is anyone who has more than 600 hours in the Asbestos Abatement field.

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 3 Heat & Frost Insulators

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Asbestos Worker

Effective Date:
8/20/2025

Effective Date:
8/20/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	\$45.63		\$16.60	\$10.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.98	\$95.80
Fire Stop Specialist	\$45.63		\$16.60	\$10.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.98	\$95.80
Fire Stop Technician	\$37.28		\$16.60	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.38	\$77.02
Apprentice	BHR	Percent										
1st year	\$25.69	\$56.30	\$16.60	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.79	\$56.64
2nd year	\$28.34	\$62.10	\$16.60	\$2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.44	\$61.61
3rd year	\$31.00	\$67.93	\$16.60	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.10	\$66.60
4th year	\$37.28	\$81.70	\$16.60	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.38	\$77.02

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula*, Cuyahoga, Erie*, Geauga, Huron, Lake, Lorain

Special Jurisdictional Note :

Ashtabula: the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook
Erie: to Sandusky limits

Details :

Mechanics & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 744

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Boilermaker

Effective Date:
6/5/2024

Effective Date:
6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$42.70		\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$78.19	\$99.54
Apprentice	BHR	Percent										
1st 6 months	\$29.89	\$70.00	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$65.38	\$80.33
2nd 6 months	\$30.96	\$72.50	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$66.45	\$81.93
3rd 6 months	\$32.03	\$75.00	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$67.52	\$83.53
4th 6 months	\$33.09	\$77.50	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$68.58	\$85.13
5th 6 months	\$34.16	\$80.00	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$69.65	\$86.73
6th 6 months	\$36.30	\$85.00	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$71.79	\$89.93
7th 6 months	\$38.43	\$90.00	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$73.92	\$93.14
8th 6 months	\$40.57	\$95.00	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$76.06	\$96.34

(*)Special Calculation Note :

Other: Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Carroll, Coshocton, Cuyahoga, Geauga, Harrison, Holmes, Lake, Lorain, Mahoning, Medina, Portage, Stark, Summit, Trumbull, Tuscarawas, Wayne

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Finisher)

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	\$30.52		\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.73	\$62.99
Apprentice	BHR	Percent										
1st 6 months	\$18.31	\$60.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.71	\$38.87
2nd 6 months	\$21.36	\$70.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.57	\$49.26
3rd 6 months	\$22.89	\$75.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.10	\$51.55
4th 6 months	\$24.42	\$80.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.63	\$53.83
5th 6 months	\$25.94	\$85.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.15	\$56.12
6th 6 months	\$27.47	\$90.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.68	\$58.41

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-2 Journeymen to 1 Apprentice 3- 4 Journeymen to 2 Apprentice 5-6 Journeymen to 3 Apprentice 7-8 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work. Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety. Marble Finishers>Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Mason)

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Horizontal Marble Mason	\$27.16		\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$62.26
Masonry Maintenance Specialist	\$13.58		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.58	\$20.37
Apprentice	BHR	Percent										
1st 6 Months	\$16.30	\$60.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.70	\$35.84
2nd 6 Months	\$17.65	\$65.00	\$11.40	\$1.60	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.32	\$40.15
3rd 6 Months	\$19.01	\$70.00	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.53	\$50.04
4th 6 Months	\$20.37	\$75.00	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.89	\$52.08
5th 6 Months	\$21.73	\$80.00	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.25	\$54.11
6th 6 Months	\$23.09	\$85.02	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$56.16
MASON TRAINEES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st 90 Days	\$12.22	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.22	\$18.33
1st year after 90 Days	\$12.22	\$45.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.62	\$29.73
2nd Year	\$13.58	\$50.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.98	\$31.77

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time. Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

1-2 Journeyman to 1 Apprentice 3-4 Journeyman to 2 Apprentices 5-6 Journeyman to 2 Apprentices 6-10 Journeyman to 3 Apprentices 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Terrazzo Finisher)

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Terrazzo Finisher	\$30.52		\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.73	\$62.99
Apprentice	BHR	Percent										
1st 6 months	\$18.31	\$60.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.71	\$38.87
2nd 6 months	\$21.36	\$70.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.57	\$49.26
3rd 6 months	\$22.89	\$75.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.10	\$51.55
4th 6 months	\$24.42	\$80.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.63	\$53.83
5th 6 months	\$25.94	\$85.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.15	\$56.12
6th 6 months	\$27.47	\$90.00	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.68	\$58.41

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-2 Journeymen to 1 Apprentice 3- 4 Journeymen to 2 Apprentices 5- 6 Journeymen to 3 Apprentices 7- 8 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work. Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety. Marble Finishers>Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
5/7/2025

Effective Date:
5/7/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Finisher	\$32.41		\$9.70	\$1.35	\$0.69	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$49.15	\$65.36
Apprentice	BHR	Percent										
1st 6 months	\$19.45	\$60.00	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.15	\$38.87
2nd 6 months	\$22.69	\$70.00	\$9.70	\$1.35	\$0.69	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$39.43	\$50.77
3rd 6 months	\$24.31	\$75.00	\$9.70	\$1.35	\$0.69	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$41.05	\$53.20
4th 6 months	\$25.93	\$80.00	\$9.70	\$1.35	\$0.69	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$42.67	\$55.63
5th 6 months	\$27.55	\$85.02	\$9.70	\$1.35	\$0.69	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$44.29	\$58.07
6th 6 months	\$29.17	\$90.00	\$9.70	\$1.35	\$0.69	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$45.91	\$60.49

(*)Special Calculation Note :

Ratio :

1-4 Journeymen to 1 Apprentice 5-10 Journeymen to 2 Apprentice 11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
5/7/2025

Effective Date:
5/7/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Layer	\$37.11		\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$57.21	\$75.77
Apprentice	BHR	Percent										
1st 30 days	\$22.27	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.27	\$33.40
1st 6 months	\$22.27	\$60.00	\$9.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.07	\$43.20
2nd 6 months	\$24.12	\$65.00	\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$44.22	\$56.28
3rd 6 months	\$25.98	\$70.00	\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$46.08	\$59.07
4th 6 months	\$27.83	\$75.00	\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$47.93	\$61.85
5th 6 months	\$29.69	\$80.00	\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$49.79	\$64.63
6th 6 months	\$31.54	\$85.00	\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$51.64	\$67.42
7th 6 months	\$33.40	\$90.00	\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$53.50	\$70.20
8th 6 months	\$35.25	\$95.00	\$9.80	\$2.43	\$0.77	\$0.00	\$7.10	\$0.00	\$0.00	\$0.00	\$55.35	\$72.98

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-4 Journeymen to 1 Apprentice 5-10 Journeymen to 2 Apprentice 11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
5/7/2025

Effective Date:
5/7/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Bricklayer	\$40.42		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.57	\$83.78
Stone Mason	\$40.42		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.57	\$83.78
Pointer Caulker Cleaner	\$40.42		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.57	\$83.78
Marble Mason	\$40.42		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.57	\$83.78
Terrazzo Worker	\$40.42		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.57	\$83.78
Cement Mason	\$40.42		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.57	\$83.78
Sandblaster	\$40.67		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.82	\$84.16
Sewer Stack	\$40.92		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.07	\$84.53
Swing Scaffold	\$41.42		\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.57	\$85.28
Masonry Maintenance Specialist	\$20.21		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.21	\$30.32
Apprentice	BHR	Percent										
1st 6 Months	\$24.25	\$60.00	\$11.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.90	\$48.03
2nd 6 Months	\$26.27	\$65.00	\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.42	\$62.56
3rd 6 Months	\$28.29	\$70.00	\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.44	\$65.59
4th 6 Months	\$30.32	\$75.00	\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.47	\$68.62
5th 6 Months	\$32.34	\$80.00	\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.49	\$71.65
6th 6 Months	\$34.36	\$85.00	\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.51	\$74.69
7th 6 Months	\$36.38	\$90.00	\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.53	\$77.72
8th 6 Months	\$38.40	\$95.00	\$11.65	\$10.66	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61.55	\$80.75
MASON TRAINEE S 1st 90 Days	\$18.19	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.19	\$27.28
1st Year AFTER 90 Days	\$18.19	\$45.00	\$11.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.84	\$38.93

2nd Year	\$20.21	\$50.00	\$11.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.86	\$41.97
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(*)Special Calculation Note :

Apprentice must be hired prior to hiring Mason Trainees

Ratio :

1-2 Journeyman to 1 Apprentice 1 Trainee 3-4 Journeyman to 2 Apprentices 1 Trainee 5-6 Journeyman to 2 Apprentices 2 Trainees 6-10 Journeyman to 3 Apprentices 2 Trainees

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Lorain, Medina

Special Jurisdictional Note :

Details :

Masonry Maintenance Specialist * * - in partnership with a local education organization employer may employ School to Work students providing said employee is a full time student and that no conflicts exist with any Federal or State Laws. Employer must be party to an apprentice program duly registered with the DOL and Ohio State Apprentice Compliance (OSAC). Wages for Masonry Maintenance Specialist shall be fifty-five percent (55%) of the journeyperson base rate with no fringe benefits.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Bricklayer

Effective Date:
3/25/2026

Effective Date:
3/25/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$34.56		\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$56.30	\$73.58
Apprentice	BHR	Percent										
1st year	\$24.19	\$70.00	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$45.93	\$58.03
2nd year	\$27.65	\$80.00	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$49.39	\$63.21
3rd year	\$31.10	\$90.00	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$52.84	\$68.39

(*)Special Calculation Note :

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

Ratio :

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 3 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Bricklayer

Effective Date:
3/25/2026

Effective Date:
3/25/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks &	\$35.56		\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$57.31	\$75.09
Apprentice	BHR	Percent										
1st year	\$24.89	\$70.00	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$46.64	\$59.09
2nd year	\$28.45	\$80.00	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$50.20	\$64.42
3rd year	\$32.00	\$90.00	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$53.75	\$69.75

(*)Special Calculation Note :

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

Ratio :

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 3 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Commercial Zone NEO 1C

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$39.31		\$8.85	\$10.83	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$62.76	\$82.42
Apprentice	BHR	Percent										
1st 3 Months	\$23.59	\$60.00	\$8.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.44	\$44.23
2nd 3 Months	\$23.59	\$60.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$36.21	\$48.00
2nd 6 Months	\$25.55	\$65.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$38.17	\$50.95
3rd 6 Months	\$27.52	\$70.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$40.14	\$53.90
4th 6 Months	\$29.48	\$75.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$42.10	\$56.84
5th 6 Months	\$31.45	\$80.00	\$8.85	\$8.66	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$52.73	\$68.45
6th 6 Months	\$33.41	\$85.00	\$8.85	\$9.21	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$55.24	\$71.95
7th 6 Months	\$35.38	\$90.00	\$8.85	\$9.75	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$57.75	\$75.44
8th 6 Months	\$37.34	\$95.00	\$8.85	\$10.29	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$60.25	\$78.93

(*)Special Calculation Note :

Other: International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer Zone NEO 1C

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$39.31		\$8.85	\$10.83	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$62.78	\$82.44
Apprentice	BHR	Percent										
1st 3 Months	\$23.59	\$60.00	\$8.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.44	\$44.23
2nd 3 Months	\$23.59	\$60.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$36.23	\$48.02
2nd 6 Months	\$25.55	\$65.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$38.19	\$50.97
3rd 6 Months	\$27.52	\$70.02	\$8.85	\$0.00	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$40.16	\$53.93
4th 6 Months	\$29.48	\$75.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$42.12	\$56.86
5th 6 Months	\$31.45	\$80.00	\$8.85	\$8.66	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$52.75	\$68.47
6th 6 Months	\$33.41	\$85.00	\$8.85	\$9.21	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$55.26	\$71.97
7th 6 Months	\$35.38	\$90.00	\$8.85	\$9.75	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$57.77	\$75.46
8th 6 Months	\$37.34	\$95.00	\$8.85	\$10.29	\$0.72	\$0.00	\$2.90	\$0.17	\$0.00	\$0.00	\$60.27	\$78.95

(*)Special Calculation Note :

Other: International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Hev Hwy Zone NHH C1-D

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$38.42		\$8.91	\$10.83	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$62.45	\$81.66
Apprentice	BHR	Percent										
1st 3 Months	\$23.05	\$60.00	\$8.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.96	\$43.49
2nd 3 Months	\$23.05	\$60.00	\$8.91	\$0.00	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$36.25	\$47.78
2nd 6 Months	\$24.97	\$65.00	\$8.91	\$0.00	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$38.17	\$50.66
3rd 6 Months	\$26.89	\$70.00	\$8.91	\$0.00	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$40.09	\$53.54
4th 6 Months	\$28.82	\$75.00	\$8.91	\$0.00	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$42.02	\$56.42
5th 6 Months	\$30.74	\$80.00	\$8.91	\$8.66	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$52.60	\$67.96
6th 6 Months	\$32.66	\$85.00	\$8.91	\$9.21	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$55.07	\$71.40
7th 6 Months	\$34.58	\$90.00	\$8.91	\$9.75	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$57.53	\$74.82
8th 6 Months	\$36.50	\$95.00	\$8.91	\$10.29	\$0.72	\$0.00	\$3.43	\$0.14	\$0.00	\$0.00	\$59.99	\$78.24

(*)Special Calculation Note :

Other: Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Lorain

Special Jurisdictional Note :

Details :

Any construction work as performed within the definitions listed here below, all of which, taken together are "Heavy-Highway Construction" work: "HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings. "AIRPORT CONSTRUCTION" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings. "HEAVY CONSTRUCTION" work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction. "RAILROAD CONSTRUCTION" work is defined as including, grading, drainage, placing of rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings. "SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition. "SUPPORTIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site. "POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings. "POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities. "SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Insulation Zone NEO 1C

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Carpenter

Effective Date: 6/18/2025

Effective Date: 6/18/2025

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter Insulation	\$31.45		\$8.85	\$10.83	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$54.90	\$70.63
Apprentice	BHR	Percent										
1st 3 Months	\$18.87	\$60.00	\$8.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.72	\$37.16
2nd 3 Months	\$18.87	\$60.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$31.49	\$40.93
2nd 6 Months	\$20.44	\$65.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$33.06	\$43.28
3rd 6 Months	\$22.02	\$70.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$34.64	\$45.64
4th 6 Months	\$23.59	\$75.00	\$8.85	\$0.00	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$36.21	\$48.00
5th 6 Months	\$25.16	\$80.00	\$8.85	\$8.66	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$46.44	\$59.02
6th 6 Months	\$26.73	\$85.00	\$8.85	\$9.21	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$48.56	\$61.93
7th 6 Months	\$28.31	\$90.00	\$8.85	\$9.75	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$50.68	\$64.83
8th 6 Months	\$29.88	\$95.00	\$8.85	\$10.29	\$0.72	\$0.00	\$2.91	\$0.14	\$0.00	\$0.00	\$52.79	\$67.73

(*)Special Calculation Note :

*Other is Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1-A

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Millwright	\$36.41		\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$63.91	\$82.12
Certified Welder	\$37.41		\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$64.91	\$83.62
Layout man on Monorail	\$39.14		\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$66.64	\$86.21
Apprentice	BHR	Percent										
1st 6 months	\$21.85	\$60.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$49.35	\$60.27
2nd 6 months	\$23.67	\$65.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$51.17	\$63.00
3rd 6 months	\$25.49	\$70.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$52.99	\$65.73
4th 6 months	\$27.31	\$75.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$54.81	\$68.46
5th 6 months	\$29.13	\$80.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$56.63	\$71.19
6th 6 months	\$30.95	\$85.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$58.45	\$73.92
7th 6 months	\$32.77	\$90.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$60.27	\$76.65
8th 6 months	\$34.59	\$95.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$62.09	\$79.38

(*)Special Calculation Note :

Other is Training.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Summit

Special Jurisdictional Note :

Details :

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Pile Driver Hev Hwy Zone NHH P2-B

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter Pile Driver	\$36.34		\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$63.91	\$82.08
Diver	\$54.51		\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$82.08	\$109.34
Certified Welder	\$37.39		\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$64.96	\$83.66
Apprentice	BHR	Percent										
1st 6 months	\$21.80	\$60.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$49.37	\$60.28
2nd 6 months	\$23.62	\$65.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$51.19	\$63.00
3rd 6 months	\$25.44	\$70.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$53.01	\$65.73
4th 6 months	\$27.26	\$75.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$54.83	\$68.45
5th 6 months	\$29.07	\$80.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$56.64	\$71.18
6th 6 months	\$30.89	\$85.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$58.46	\$73.90
7th 6 months	\$32.71	\$90.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$60.28	\$76.63
8th 6 months	\$34.52	\$95.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$62.09	\$79.35

(*)Special Calculation Note :

*Other is Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Summit

Special Jurisdictional Note :

Details :

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 404

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Cement Mason

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$34.88		\$9.40	\$7.10	\$0.63	\$0.00	\$5.95	\$0.08	\$0.00	\$0.00	\$58.04	\$75.48
Apprentice	BHR	Percent										
1st yr	\$20.41	\$58.51	\$9.40	\$7.10	\$0.63	\$0.00	\$2.98	\$0.08	\$0.00	\$0.00	\$40.60	\$50.80
2nd yr	\$25.64	\$73.50	\$9.40	\$7.10	\$0.63	\$0.00	\$2.98	\$0.08	\$0.00	\$0.00	\$45.83	\$58.65
3rd yr	\$29.13	\$83.51	\$9.40	\$7.10	\$0.63	\$0.00	\$2.98	\$0.08	\$0.00	\$0.00	\$49.32	\$63.88
4th yr	\$34.36	\$98.50	\$9.40	\$7.10	\$0.63	\$0.00	\$2.98	\$0.08	\$0.00	\$0.00	\$54.55	\$71.73

(*)Special Calculation Note :

Other is Training Fund

Ratio :

5 Journeymen to 1 Apprentice 2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 404 Hev Hwy

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$36.29		\$9.20	\$7.85	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$0.00	\$57.16	\$75.31
Apprentice	BHR	Percent										
1st Year	\$25.40	\$70.00	\$9.20	\$7.85	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$0.00	\$46.27	\$58.97
2nd Year	\$29.03	\$80.00	\$9.20	\$7.85	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$0.00	\$49.90	\$64.42
3rd Year	\$32.66	\$90.00	\$9.20	\$7.85	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$0.00	\$53.53	\$69.86
4th Year	\$34.48	\$95.00	\$9.20	\$7.85	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$0.00	\$55.35	\$72.58

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Inside

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
2/24/2026

Effective Date:
2/24/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$45.20		\$9.75	\$7.06	\$0.61	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$65.12	\$87.72
Apprentice	BHR	Percent										
1st 6 months	\$22.60	\$50.00	\$9.75	\$1.18	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.84	\$45.14
2nd 6 months	\$24.86	\$55.00	\$9.75	\$1.25	\$0.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.20	\$48.63
2nd Year	\$29.38	\$65.00	\$9.75	\$6.58	\$0.40	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$48.61	\$63.30
3rd Year	\$33.90	\$75.00	\$9.75	\$6.72	\$0.46	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$53.33	\$70.28
4th Year	\$38.42	\$85.00	\$9.75	\$6.85	\$0.52	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$58.04	\$77.25

(*)Special Calculation Note :

Ratio :

1-3 Journeymen to 2 Apprentices
4-6 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman.

In Lorain County the following township is excluded: Columbia Township

In Medina County the following townships are included: Litchfield and Liverpool.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Inside Lt Commercial Northern

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
2/24/2025

Effective Date:
2/24/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrician	\$42.95		\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$1.29	\$0.00	\$0.00	\$61.76	\$83.24
CE-3 12,001-14,000 Hrs	\$30.33		\$6.83	\$0.00	\$0.92	\$0.00	\$0.91	\$0.91	\$0.00	\$0.10	\$40.00	\$55.17
CE-2 10,001-12,000 Hrs	\$23.83		\$6.83	\$0.00	\$0.92	\$0.00	\$0.71	\$0.71	\$0.00	\$0.10	\$33.10	\$45.02
CE-1 8,001-10,000 Hrs	\$21.67		\$6.83	\$0.00	\$0.92	\$0.00	\$0.65	\$0.65	\$0.00	\$0.10	\$30.82	\$41.66
CW-4 6,001-8,000 Hrs	\$19.50		\$6.83	\$0.00	\$0.92	\$0.00	\$0.59	\$0.59	\$0.00	\$0.10	\$28.53	\$38.28
CW-3 4,001-6,000 Hrs	\$17.33		\$6.83	\$0.00	\$0.92	\$0.00	\$0.52	\$0.52	\$0.00	\$0.10	\$26.22	\$34.89
CW-2 2,001-4,000 Hrs	\$16.25		\$6.83	\$0.00	\$0.92	\$0.00	\$0.49	\$0.49	\$0.00	\$0.10	\$25.08	\$33.21
CW-1 0-2,000 Hrs	\$15.17		\$6.83	\$0.00	\$0.92	\$0.00	\$0.46	\$0.46	\$0.00	\$0.10	\$23.94	\$31.53
Apprentice	BHR	Percent										
1st 6 months	\$19.33	\$45.00	\$9.25	\$0.00	\$0.57	\$0.00	\$0.00	\$0.58	\$0.00	\$0.00	\$29.73	\$39.39
2nd 6 months	\$21.48	\$50.00	\$9.25	\$0.00	\$0.57	\$0.00	\$0.00	\$0.64	\$0.00	\$0.00	\$31.94	\$42.67
2nd yr	\$23.62	\$55.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$0.71	\$0.00	\$0.00	\$41.85	\$53.66
3rd yr	\$27.92	\$65.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$0.84	\$0.00	\$0.00	\$46.28	\$60.24
4th yr	\$32.21	\$75.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$0.97	\$0.00	\$0.00	\$50.70	\$66.81
5th yr	\$36.51	\$85.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$1.10	\$0.00	\$0.00	\$55.13	\$73.38

(*)Special Calculation Note :

Other: National Electrical Benefit Fund Misc: Administration Fee.

Ratio :

1-3 Journeymen to 2 Apprentice 4-6 Journeyman to 4 Apprentices Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman. In Medina County the following townships are included: Litchfield and Liverpool. In Lorain County the following township is excluded: Columbia.

Details :

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Lightning Protection

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Electrical

Effective Date:
10/30/2024

Effective Date:
10/30/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Protection Installer (w/ 10+ Years Experience)	\$35.15		\$7.75	\$1.05	\$0.00	\$3.28	\$2.11	\$0.00	\$0.00	\$0.00	\$49.34	\$66.92
Electrical Lightning Protection Installer	\$35.15		\$7.75	\$1.05	\$0.00	\$2.50	\$2.11	\$0.00	\$0.00	\$0.00	\$48.56	\$66.14
Apprentice	BHR	Percent										
1st 6 months	\$17.58	\$50.02	\$7.75	\$0.53	\$0.00	\$0.47	\$1.05	\$0.00	\$0.00	\$0.00	\$27.38	\$36.17
2nd 6 months	\$19.33	\$55.00	\$7.75	\$0.58	\$0.00	\$0.52	\$1.16	\$0.00	\$0.00	\$0.00	\$29.34	\$39.01
3rd 6 months	\$21.09	\$60.00	\$7.75	\$0.63	\$0.00	\$1.03	\$1.27	\$0.00	\$0.00	\$0.00	\$31.77	\$42.32
4th 6 months	\$22.85	\$65.00	\$7.75	\$0.69	\$0.00	\$1.12	\$1.37	\$0.00	\$0.00	\$0.00	\$33.78	\$45.20
3rd year	\$24.61	\$70.02	\$7.75	\$0.74	\$0.00	\$1.75	\$1.48	\$0.00	\$0.00	\$0.00	\$36.33	\$48.64
4th year	\$28.12	\$80.00	\$7.75	\$0.84	\$0.00	\$2.00	\$1.69	\$0.00	\$0.00	\$0.00	\$40.40	\$54.46
5th year	\$31.64	\$90.02	\$7.75	\$0.94	\$0.00	\$2.25	\$1.90	\$0.00	\$0.00	\$0.00	\$44.48	\$60.30

(*)Special Calculation Note :

Ratio :

No Ratio

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman. In Medina County the following townships are included: Litchfield and Liverpool. In Lorain County the following township is excluded: Columbia.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Voice Data Video

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Electrical

Effective Date: 4/30/2025

Effective Date: 4/30/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Installer Technician	\$34.80		\$8.75	\$2.95	\$0.42	\$1.57	\$0.00	\$0.00	\$0.00	\$0.00	\$48.49	\$65.89
Communications Technician	\$36.05		\$8.75	\$2.95	\$0.42	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00	\$49.79	\$67.82
Senior Technician	\$37.05		\$8.75	\$2.95	\$0.42	\$1.67	\$0.00	\$0.00	\$0.00	\$0.00	\$50.84	\$69.37
Security Technician Level I	\$34.80		\$8.75	\$2.95	\$0.42	\$1.57	\$0.00	\$0.00	\$0.00	\$0.00	\$48.49	\$65.89
Security Technician Level II	\$36.05		\$8.75	\$2.95	\$0.42	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00	\$49.79	\$67.82
Security Technician Level III	\$37.05		\$8.75	\$2.95	\$0.42	\$1.67	\$0.00	\$0.00	\$0.00	\$0.00	\$50.84	\$69.37
Audio/Visual Technician Level I	\$34.80		\$8.75	\$2.95	\$0.42	\$1.57	\$0.00	\$0.00	\$0.00	\$0.00	\$48.49	\$65.89
Audio/Visual Technician Level II	\$36.05		\$8.75	\$2.95	\$0.42	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00	\$49.79	\$67.82
Audio/Visual Technician Level III	\$37.05		\$8.75	\$2.95	\$0.42	\$1.67	\$0.00	\$0.00	\$0.00	\$0.00	\$50.84	\$69.37
Apprentice	BHR	Percent										
1st 750 hours	\$22.62	\$65.00	\$8.75	\$2.95	\$0.42	\$1.02	\$0.00	\$0.00	\$0.00	\$0.00	\$35.76	\$47.07
2nd 750 hours	\$24.36	\$70.00	\$8.75	\$2.95	\$0.42	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$37.58	\$49.76
3rd 750 hours	\$26.10	\$75.00	\$8.75	\$2.95	\$0.42	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$39.39	\$52.44
4th 750 hours	\$27.84	\$80.00	\$8.75	\$2.95	\$0.42	\$1.25	\$0.00	\$0.00	\$0.00	\$0.00	\$41.21	\$55.13
5th 750 hours	\$29.58	\$85.00	\$8.75	\$2.95	\$0.42	\$1.33	\$0.00	\$0.00	\$0.00	\$0.00	\$43.03	\$57.82
6th 750 hours	\$31.32	\$90.00	\$8.75	\$2.95	\$0.42	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00	\$44.85	\$60.51

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville and New London).

In Lorain County the following townships are excluded: (Columbia).

In Medina County the following townships are included: (Litchfield and Liverpool).

Details :

Vacation: 1 week for 1 year 2 weeks for 2 years or more Holidays: Memorial Day - Fourth of July - Labor Day - Thanksgiving Day - Christmas Day - New Years Day The following work is excluded from the Teledata Technician work scope: The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems. The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 ft. Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
4/30/2025

Effective Date:
4/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$46.63		\$10.05	\$10.05	\$0.42	\$0.00	\$3.00	\$1.40	\$0.00	\$0.00	\$71.55	\$94.87
Apprentice	BHR	Percent										
1st year 1st 6 Months	\$16.32	\$35.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.49	\$0.00	\$0.00	\$30.28	\$38.44
1st year 2nd 6 Months	\$18.65	\$40.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.56	\$0.00	\$0.00	\$32.68	\$42.01
2nd year 3rd 6 Months	\$20.98	\$45.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.63	\$0.00	\$0.00	\$41.61	\$52.11
2nd year 4th 6 Months	\$23.32	\$50.02	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.70	\$0.00	\$0.00	\$44.02	\$55.69
3rd year 5th 6 Months	\$25.65	\$55.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.77	\$0.00	\$0.00	\$46.42	\$59.24
3rd year 3rd year 6th 6 Months	\$27.98	\$60.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.84	\$0.00	\$0.00	\$48.82	\$62.81
4th year 7th 6 Months	\$30.31	\$65.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.91	\$0.00	\$0.00	\$51.22	\$66.37
4th year 8th 6 Months	\$32.64	\$70.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.98	\$0.00	\$0.00	\$53.62	\$69.94
4th year 9th 6 Months	\$34.97	\$75.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.05	\$0.00	\$0.00	\$56.02	\$73.51
5th year 10th 6 Months	\$37.30	\$80.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.12	\$0.00	\$0.00	\$58.42	\$77.08

(*)Special Calculation Note :

OTHER: National Electrical Benefit Fund (NEBF).

Ratio :

1 to 3 Journeyman up to 2 Apprentice 4 to 6 Journeymen up to 4 Apprentice 7 to 9 Journeymen up to 6 Apprentice and continue as above per job site

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp).

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Lightning Rod

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Electrical

Effective Date: 7/9/2025

Effective Date: 7/9/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Lightning Protection Installer 60 months and up	\$37.65		\$7.75	\$1.13	\$0.00	\$3.51	\$2.26	\$2.50	\$0.00	\$0.00	\$54.80	\$73.63
Apprentice	BHR	Percent										
Apprentice Lightning Protection Installer 1st day-6 months	\$18.83	\$50.02	\$7.75	\$0.56	\$0.00	\$0.50	\$1.13	\$2.50	\$0.00	\$0.00	\$31.27	\$40.69
Apprentice Lightning Protection Installer 2nd 6 months	\$20.71	\$55.00	\$7.75	\$0.62	\$0.00	\$0.55	\$1.24	\$2.50	\$0.00	\$0.00	\$33.37	\$43.73
Apprentice Lightning Protection Installer 3rd 6th months	\$22.59	\$60.00	\$7.75	\$0.68	\$0.00	\$1.10	\$1.36	\$2.50	\$0.00	\$0.00	\$35.98	\$47.27
Apprentice Lightning Protection Installer 4th 6 months	\$24.47	\$65.00	\$7.75	\$0.73	\$0.00	\$1.20	\$1.47	\$2.50	\$0.00	\$0.00	\$38.12	\$50.35
Apprentice Lightning Protection Installer 3rd Year	\$26.36	\$70.02	\$7.75	\$0.79	\$0.00	\$1.87	\$1.58	\$2.50	\$0.00	\$0.00	\$40.85	\$54.03
Apprentice Lightning Protection Installer 4th Year	\$30.12	\$80.00	\$7.75	\$0.90	\$0.00	\$2.14	\$1.81	\$2.50	\$0.00	\$0.00	\$45.22	\$60.28
Apprentice Lightning Protection Installer 5th Year	\$33.89	\$90.02	\$7.75	\$1.02	\$0.00	\$2.41	\$2.03	\$2.50	\$0.00	\$0.00	\$49.60	\$66.55

(*)Special Calculation Note :

Other: 401k

Ratio :

3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included: Bainbridge, Chester and Russell
In Lorain County the following township is included: Columbia.

Details :

Scope of work but not limited to: The installation, operation, maintenance, repair and service of equipment and appliances used in a system of lightning protection systems.

Intermediate Journeymen to be trained by the employer to meet all standards in the industry.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Lt Commercial Northern

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$46.63		\$10.05	\$10.05	\$0.42	\$0.00	\$3.00	\$1.40	\$0.00	\$0.00	\$71.55	\$94.87
CE-3 12,001-14,000 Hrs	\$31.71		\$6.99	\$0.95	\$0.95	\$0.10	\$0.95	\$0.00	\$0.00	\$0.00	\$41.65	\$57.50
CE-2 10,001-12,000 Hrs	\$24.92		\$6.99	\$0.75	\$0.95	\$0.10	\$0.75	\$0.00	\$0.00	\$0.00	\$34.46	\$46.92
CE-1 8,001-10,000 Hrs	\$22.65		\$6.99	\$0.68	\$0.95	\$0.10	\$0.68	\$0.00	\$0.00	\$0.00	\$32.05	\$43.37
CW-4 6,001-8,000 Hrs	\$20.39		\$6.99	\$0.61	\$0.95	\$0.10	\$0.61	\$0.00	\$0.00	\$0.00	\$29.65	\$39.84
CW-3 4,000-6,000 Hrs	\$18.12		\$6.99	\$0.54	\$0.95	\$0.10	\$0.54	\$0.00	\$0.00	\$0.00	\$27.24	\$36.30
CW-2 2,001-4,000 Hrs	\$16.99		\$6.99	\$0.51	\$0.95	\$0.10	\$0.51	\$0.00	\$0.00	\$0.00	\$26.05	\$34.55
CW-1 0-2,000 Hrs	\$15.86		\$6.99	\$0.48	\$0.95	\$0.10	\$0.48	\$0.00	\$0.00	\$0.00	\$24.86	\$32.79
Apprentice	BHR	Percent										
1st 6 Months	\$16.32	\$35.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.49	\$0.00	\$0.00	\$30.28	\$38.44
2nd 6 Months	\$18.65	\$40.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.56	\$0.00	\$0.00	\$32.68	\$42.00
3rd 6 Months	\$20.98	\$45.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.63	\$0.00	\$0.00	\$41.61	\$52.10
4th 6 Months	\$23.32	\$50.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.70	\$0.00	\$0.00	\$44.02	\$55.68
5th 6 Months	\$25.65	\$55.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.77	\$0.00	\$0.00	\$46.42	\$59.24
6th 6 Months	\$27.98	\$60.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.84	\$0.00	\$0.00	\$48.82	\$62.81
7th 6 Months	\$30.31	\$65.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.91	\$0.00	\$0.00	\$51.22	\$66.38
8th 6 Months	\$32.64	\$70.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.98	\$0.00	\$0.00	\$53.62	\$69.94
9th 6 Months	\$34.97	\$75.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.05	\$0.00	\$0.00	\$56.02	\$73.50
10th 6 Months	\$37.30	\$80.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.12	\$0.00	\$0.00	\$58.42	\$77.07

(*)Special Calculation Note :

OTHER: National Electrical Benefit Fund (NEBF)

Ratio :

1 to 3 Journeyman to 2 Apprentice
4 to 6 Journeymen to 4 Apprentice
7 to 9 Journeymen to 6 Apprentice
and continue as above per job site

Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included: (Bainbridge, Chester and Russell).
In Lorain County the following township is included (Columbia).

Details :

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Voice Data Video

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
4/30/2025

Effective Date:
4/30/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician	\$33.05		\$7.75	\$3.20	\$0.42	\$1.49	\$2.50	\$1.04	\$0.00	\$0.00	\$49.45	\$65.98
Communication Technician	\$34.30		\$7.75	\$3.20	\$0.42	\$1.54	\$2.50	\$1.08	\$0.00	\$0.00	\$50.79	\$67.94
Senior Technician	\$35.30		\$7.75	\$3.20	\$0.42	\$1.59	\$2.50	\$1.11	\$0.00	\$0.00	\$51.87	\$69.52
Security Technician Level I	\$33.05		\$7.75	\$3.20	\$0.42	\$1.49	\$2.50	\$1.04	\$0.00	\$0.00	\$49.45	\$65.98
Security Technician Level II	\$34.30		\$7.75	\$3.20	\$0.42	\$1.54	\$2.50	\$1.08	\$0.00	\$0.00	\$50.79	\$67.94
Security Technician Level III	\$35.30		\$7.75	\$3.20	\$0.42	\$1.59	\$2.50	\$1.11	\$0.00	\$0.00	\$51.87	\$69.52
Audio/Visual Technician Level I	\$33.05		\$7.75	\$3.20	\$0.42	\$1.49	\$2.50	\$1.04	\$0.00	\$0.00	\$49.45	\$65.98
Audio/Visual Technician Level II	\$34.30		\$7.75	\$3.20	\$0.42	\$1.54	\$2.50	\$1.08	\$0.00	\$0.00	\$50.79	\$67.94
Audio/Visual Technician Level III	\$35.30		\$7.75	\$3.20	\$0.42	\$1.59	\$2.50	\$1.11	\$0.00	\$0.00	\$51.87	\$69.52
Apprentice	BHR	Percent										
1st 6 months	\$21.48	\$65.00	\$7.75	\$3.20	\$0.42	\$0.97	\$2.50	\$0.67	\$0.00	\$0.00	\$36.99	\$47.73
2nd 6 months	\$23.14	\$70.02	\$7.75	\$3.20	\$0.42	\$1.04	\$2.50	\$0.73	\$0.00	\$0.00	\$38.78	\$50.35
3rd 6 months	\$24.79	\$75.00	\$7.75	\$3.20	\$0.42	\$1.12	\$2.50	\$0.78	\$0.00	\$0.00	\$40.56	\$52.95
4th 6 months	\$26.44	\$80.00	\$7.75	\$3.20	\$0.42	\$1.19	\$2.50	\$0.83	\$0.00	\$0.00	\$42.33	\$55.55
5th 6 months	\$28.09	\$85.00	\$7.75	\$3.20	\$0.42	\$1.26	\$2.50	\$0.88	\$0.00	\$0.00	\$44.10	\$58.15
6th 6 months	\$29.75	\$90.00	\$7.75	\$3.20	\$0.42	\$1.34	\$2.50	\$0.93	\$0.00	\$0.00	\$45.89	\$60.76

(*)Special Calculation Note :

Other is National Electrical Benefit Fund.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp.).

Details :

*Installer Technician - Successful completion of the Installer/Tech Apprenticeship Program or have been certified by an IBEW/NECA Joint apprenticeship Program as a Installer/Technician. * Communications Technician - At least (2) years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship and Training Program as a Communications/Technician. The following work is excluded from the Teledata Technician work scope: The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems. The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater then 10 ft. Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Commercial Projects

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/21/2026

Effective Date:
1/21/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Lineman	\$61.19		\$7.50	\$1.84	\$0.61	\$0.00	\$14.69	\$1.00	\$0.00	\$0.00	\$86.83	\$117.42
Cable Splicer	\$61.19		\$7.50	\$1.84	\$0.61	\$0.00	\$14.69	\$1.00	\$0.00	\$0.00	\$86.83	\$117.42
Equip. Operator	\$55.07		\$7.50	\$1.65	\$0.55	\$0.00	\$13.22	\$1.00	\$0.00	\$0.00	\$78.99	\$106.53
Groundman 0 to 12 months	\$36.71		\$7.50	\$1.10	\$0.37	\$0.00	\$8.81	\$1.00	\$0.00	\$0.00	\$55.49	\$73.84
Groundman 1 year plus	\$42.83		\$7.50	\$1.28	\$0.43	\$0.00	\$10.28	\$1.00	\$0.00	\$0.00	\$63.32	\$84.73
Apprentice	BHR	Percent										
1st 1000 Hrs	\$36.71	\$60.00	\$7.50	\$1.10	\$0.37	\$0.00	\$8.81	\$1.00	\$0.00	\$0.00	\$55.49	\$73.84
2nd 1000 Hrs	\$39.77	\$65.00	\$7.50	\$1.19	\$0.40	\$0.00	\$9.54	\$1.00	\$0.00	\$0.00	\$59.40	\$79.28
3rd 1000 Hrs	\$42.83	\$70.00	\$7.50	\$1.28	\$0.43	\$0.00	\$10.28	\$1.00	\$0.00	\$0.00	\$63.32	\$84.73
4th 1000 Hrs	\$45.89	\$75.00	\$7.50	\$1.38	\$0.46	\$0.00	\$11.01	\$1.00	\$0.00	\$0.00	\$67.24	\$90.19
5th 1000 Hrs	\$48.95	\$80.00	\$7.50	\$1.47	\$0.49	\$0.00	\$11.75	\$1.00	\$0.00	\$0.00	\$71.16	\$95.64
6th 1000 Hrs	\$52.01	\$85.00	\$7.50	\$1.56	\$0.55	\$0.00	\$12.48	\$1.00	\$0.00	\$0.00	\$75.10	\$101.11
7th 1000 Hrs	\$55.07	\$90.00	\$7.50	\$1.65	\$0.55	\$0.00	\$13.22	\$1.00	\$0.00	\$0.00	\$78.99	\$106.53

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Municipal Power & Transit

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
1/21/2026

Effective Date:
1/21/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Lineman	\$56.91		\$7.50	\$1.71	\$0.57	\$0.00	\$13.09	\$1.00	\$0.00	\$0.00	\$80.78	\$109.23
Cable Splicer	\$56.91		\$7.50	\$1.71	\$0.57	\$0.00	\$13.09	\$1.00	\$0.00	\$0.00	\$80.78	\$109.23
Equip. Operator	\$51.22		\$7.50	\$1.54	\$0.51	\$0.00	\$11.78	\$1.00	\$0.00	\$0.00	\$73.55	\$99.16
Groundman 0 to 12 months	\$34.15		\$7.50	\$1.02	\$0.34	\$0.00	\$7.85	\$1.00	\$0.00	\$0.00	\$51.86	\$68.94
Groundman 1 Year or More	\$39.84		\$7.50	\$1.20	\$0.40	\$0.00	\$9.16	\$1.00	\$0.00	\$0.00	\$59.10	\$79.02
Apprentice	BHR	Percent										
1st 1000 Hrs	\$34.15	\$60.00	\$7.50	\$1.02	\$0.34	\$0.00	\$7.85	\$1.00	\$0.00	\$0.00	\$51.86	\$68.94
2nd 1000 Hrs	\$36.99	\$65.00	\$7.50	\$1.11	\$0.37	\$0.00	\$8.51	\$1.00	\$0.00	\$0.00	\$55.48	\$73.97
3rd 1000 Hrs	\$39.84	\$70.00	\$7.50	\$1.20	\$0.40	\$0.00	\$9.16	\$1.00	\$0.00	\$0.00	\$59.10	\$79.02
4th 1000 Hrs	\$42.68	\$75.00	\$7.50	\$1.28	\$0.43	\$0.00	\$9.82	\$1.00	\$0.00	\$0.00	\$62.71	\$84.05
5th 1000 Hrs	\$45.53	\$80.00	\$7.50	\$1.37	\$0.46	\$0.00	\$10.47	\$1.00	\$0.00	\$0.00	\$66.33	\$89.09
6th 1000 Hrs	\$48.37	\$85.00	\$7.50	\$1.45	\$0.48	\$0.00	\$11.13	\$1.00	\$0.00	\$0.00	\$69.93	\$94.11
7th 1000 Hrs	\$51.22	\$90.00	\$7.50	\$1.54	\$0.51	\$0.00	\$11.78	\$1.00	\$0.00	\$0.00	\$73.55	\$99.16

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/21/2026

Effective Date:
1/21/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$45.50		\$7.50	\$1.37	\$0.46	\$0.00	\$10.01	\$0.75	\$0.00	\$0.00	\$65.59	\$88.34
Traffic Signal & Lighting Journeyman	\$45.50		\$7.50	\$1.37	\$0.46	\$0.00	\$10.01	\$0.75	\$0.00	\$0.00	\$65.59	\$88.34
Equipment Operator	\$41.32		\$7.50	\$1.24	\$0.41	\$0.00	\$9.09	\$0.75	\$0.00	\$0.00	\$60.31	\$80.97
Groundman 0 to 1 Year	\$27.06		\$7.50	\$0.81	\$0.27	\$0.00	\$5.95	\$0.75	\$0.00	\$0.00	\$42.34	\$55.87
Groundman 1 Year or more	\$32.09		\$7.50	\$0.96	\$0.32	\$0.00	\$7.06	\$0.75	\$0.00	\$0.00	\$48.68	\$64.73
Apprentice	BHR	Percent										
1st 1,000 Hours	\$27.30	\$60.00	\$7.50	\$0.82	\$0.27	\$0.00	\$6.01	\$0.75	\$0.00	\$0.00	\$42.65	\$56.30
2nd 1,000 Hours	\$29.57	\$65.00	\$7.50	\$0.89	\$0.30	\$0.00	\$6.51	\$0.75	\$0.00	\$0.00	\$45.52	\$60.31
3rd 1,000 Hours	\$31.85	\$70.00	\$7.50	\$0.96	\$0.32	\$0.00	\$7.01	\$0.75	\$0.00	\$0.00	\$48.39	\$64.31
4th 1,000 Hours	\$34.13	\$75.00	\$7.50	\$1.02	\$0.34	\$0.00	\$7.51	\$0.75	\$0.00	\$0.00	\$51.25	\$68.31
5th 1,000 Hours	\$36.40	\$80.00	\$7.50	\$1.09	\$0.36	\$0.00	\$8.01	\$0.75	\$0.00	\$0.00	\$54.11	\$72.31
6th 1,000 Hours	\$40.95	\$90.00	\$7.50	\$1.23	\$0.41	\$0.00	\$9.01	\$0.75	\$0.00	\$0.00	\$59.85	\$80.33

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Lineman	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Lineman Welder	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Cable Splicer	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Operator A	\$49.20		\$7.50	\$1.48	\$0.49	\$0.00	\$11.81	\$1.00	\$0.00	\$0.00	\$71.48	\$96.08
Operator B	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Operator C	\$34.93		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.21	\$70.67
Groundman 0-12 months Exp	\$27.47		\$7.50	\$0.82	\$0.27	\$0.00	\$6.59	\$1.00	\$0.00	\$0.00	\$43.65	\$57.38
Groundman 0-12 months Exp w/CDL	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more w/CDL	\$35.71		\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
Equipment Mechanic A	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Equipment Mechanic B	\$39.22		\$7.50	\$1.18	\$0.39	\$0.00	\$9.41	\$1.00	\$0.00	\$0.00	\$58.70	\$78.31
Equipment Mechanic C	\$34.92		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.20	\$70.66
X-Ray Technician	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Apprentice	BHR	Percent										
1st 1000 hrs	\$32.96	\$60.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.91	\$1.00	\$0.00	\$0.00	\$50.69	\$67.17
2nd 1000 hrs	\$35.71	\$65.00	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
3rd 1000 hrs	\$38.46	\$70.00	\$7.50	\$1.15	\$0.38	\$0.00	\$9.23	\$1.00	\$0.00	\$0.00	\$57.72	\$76.95

4th 1000 hrs	\$41.20	\$75.00	\$7.50	\$1.24	\$0.41	\$0.00	\$9.89	\$1.00	\$0.00	\$0.00	\$61.24	\$81.84
5th 1000 hrs	\$43.95	\$80.00	\$7.50	\$1.32	\$0.44	\$0.00	\$10.55	\$1.00	\$0.00	\$0.00	\$64.76	\$86.74
6th 1000 hrs	\$46.70	\$85.00	\$7.50	\$1.39	\$0.47	\$0.00	\$11.21	\$1.00	\$0.00	\$0.00	\$68.27	\$91.62
7th 1000 hrs	\$49.45	\$90.00	\$7.50	\$1.48	\$0.49	\$0.00	\$11.87	\$1.00	\$0.00	\$0.00	\$71.79	\$96.52

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).

Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Special Notes:

When Cable Splicer helpers are used, they must be a Journeyman Lineman.

Pipe installation, holiday testing, welding, cable splicing operation of vacuum pumps and cable pulling equipment and all work requiring the use of hand tools shall be done by Journeymen and Apprentices. Pipe coating, manhole preparations and conditioning, nitrogen connections and flowmeter installation shall be done by or under the direct supervision of a Journeyman.

At least two (2) Journeyman Linemen in addition to certified lineman welders shall be employed to install high voltage pipe.

When pulling cable, at least six (6) of the workmen shall be no less than Journeyman classifications. When pumping oil, only Journeyman Lineman or equipment operators shall be permitted to operate degasifying and oil pumping equipment

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Lineman	\$52.03		\$7.50	\$1.56	\$0.52	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.10	\$101.12
Substation Technician	\$52.03		\$7.50	\$1.56	\$0.50	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.08	\$101.09
Cable Splicer	\$54.50		\$7.50	\$1.64	\$0.55	\$0.00	\$13.08	\$1.00	\$0.00	\$0.00	\$78.27	\$105.52
Operator A	\$46.61		\$7.50	\$1.40	\$0.47	\$0.00	\$11.19	\$1.00	\$0.00	\$0.00	\$68.17	\$91.47
Operator B	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Operator C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Groundman 0-12 months Exp	\$26.02		\$7.50	\$0.78	\$0.26	\$0.00	\$6.24	\$1.00	\$0.00	\$0.00	\$41.80	\$54.81
Groundman 0-12 months Exp w/CDL	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more w/CDL	\$33.82		\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
Equipment Mechanic A	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Equipment Mechanic B	\$37.09		\$7.50	\$1.11	\$0.37	\$0.00	\$8.90	\$1.00	\$0.00	\$0.00	\$55.97	\$74.52
Equipment Mechanic C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Line Truck w/auger	\$36.40		\$7.50	\$1.09	\$0.36	\$0.00	\$8.71	\$1.00	\$0.00	\$0.00	\$55.06	\$73.26
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.22	\$60.00	\$7.50	\$0.94	\$0.31	\$0.00	\$7.49	\$1.00	\$0.00	\$0.00	\$48.46	\$64.07
2nd 1000 hrs	\$33.82	\$65.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
3rd 1000 hrs	\$36.42	\$70.00	\$7.50	\$1.09	\$0.36	\$0.00	\$8.74	\$1.00	\$0.00	\$0.00	\$55.11	\$73.32

4th 1000 hrs	\$39.02	\$75.00	\$7.50	\$1.17	\$0.39	\$0.00	\$9.37	\$1.00	\$0.00	\$0.00	\$58.45	\$77.96
5th 1000 hrs	\$41.62	\$80.00	\$7.50	\$1.25	\$0.44	\$0.00	\$9.99	\$1.00	\$0.00	\$0.00	\$61.80	\$82.61
6th 1000 hrs	\$44.23	\$85.00	\$7.50	\$1.33	\$0.44	\$0.00	\$10.61	\$1.00	\$0.00	\$0.00	\$65.11	\$87.22
7th 1000 hrs	\$46.83	\$90.00	\$7.50	\$1.40	\$0.47	\$0.00	\$11.24	\$1.00	\$0.00	\$0.00	\$68.44	\$91.86

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).
 Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
 Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
URD Electrician	\$39.42		\$7.50	\$1.18	\$0.39	\$0.00	\$9.43	\$1.00	\$0.00	\$0.00	\$58.92	\$78.63
Equipment Operator A	\$35.24		\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Equipment Operator B	\$32.34		\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Directional Drill Locator	\$35.24		\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Directional Drill Operator	\$32.34		\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Groundman 0-12 months Exp	\$25.50		\$7.50	\$0.77	\$0.26	\$0.00	\$6.12	\$1.00	\$0.00	\$0.00	\$41.15	\$53.90
Groundman 0-12 months Exp w/CDL	\$28.15		\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more	\$28.15		\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more w/CDL	\$33.47		\$7.50	\$1.00	\$0.33	\$0.00	\$8.03	\$1.00	\$0.00	\$0.00	\$51.33	\$68.06
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.54	\$80.00	\$7.50	\$0.95	\$0.32	\$0.00	\$7.57	\$1.00	\$0.00	\$0.00	\$48.88	\$64.65
2nd 1000 hrs	\$33.51	\$85.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.04	\$1.00	\$0.00	\$0.00	\$51.40	\$68.16
3rd 1000 hrs	\$35.48	\$90.00	\$7.50	\$1.06	\$0.35	\$0.00	\$8.51	\$1.00	\$0.00	\$0.00	\$53.90	\$71.64
4th 1000 hrs	\$37.45	\$95.00	\$7.50	\$1.12	\$0.37	\$0.00	\$8.99	\$1.00	\$0.00	\$0.00	\$56.43	\$75.16

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
3/6/2024

Effective Date:
3/6/2024

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Electrical Installer Technician I	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$45.47	\$63.17
Installer Technician II	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$43.29	\$59.98
Installer Repairman	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$43.29	\$59.98
Equipment Operator II	\$24.98		\$7.25	\$0.75	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00	\$34.23	\$46.72
Cable Splicer	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$45.47	\$63.17
Ground Driver W/CDL	\$16.69		\$7.25	\$0.50	\$0.00	\$0.00	\$0.83	\$0.00	\$0.00	\$25.27	\$33.62
Groundman	\$14.57		\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$22.99	\$30.28
Apprentice	BHR	Percent									
Trainee F	\$17.70	\$50.01	\$7.25	\$0.53	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$26.37	\$35.22
Trainee E	\$20.53	\$58.00	\$7.25	\$0.62	\$0.00	\$1.03	\$0.00	\$0.00	\$0.00	\$29.43	\$39.69
Trainee D	\$23.36	\$66.00	\$7.25	\$0.70	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$32.48	\$44.16
Trainee C	\$26.19	\$74.00	\$7.25	\$0.79	\$0.00	\$1.31	\$0.00	\$0.00	\$0.00	\$35.54	\$48.63
Trainee B	\$29.02	\$82.00	\$7.25	\$0.87	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$38.59	\$53.10
Trainee A	\$31.85	\$90.00	\$7.25	\$0.96	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$41.65	\$57.58

(*)Special Calculation Note :

Ratio :

1Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber. Installer Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience. Installer Repairman: Perform tasks of repairing, installing, and testing phone and CATV services. Installer Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks. Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license. Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience. Groundman: Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 17

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Elevator

Effective Date:
3/11/2026

Effective Date:
3/11/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$66.52		\$16.37	\$11.06	\$0.85	\$5.32	\$10.70	\$2.50	\$0.00	\$0.00	\$113.32	\$146.58
Apprentice	BHR	Percent										
0-6months Probation	\$33.26	\$50.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.26	\$51.89
1st year	\$36.59	\$55.00	\$16.37	\$11.06	\$0.85	\$2.20	\$10.70	\$1.38	\$0.00	\$0.00	\$79.15	\$97.45
2nd year	\$43.24	\$65.00	\$16.37	\$11.06	\$0.85	\$2.59	\$10.70	\$1.63	\$0.00	\$0.00	\$86.44	\$108.06
3rd year	\$46.56	\$70.00	\$16.37	\$11.06	\$0.85	\$2.79	\$10.70	\$1.75	\$0.00	\$0.00	\$90.08	\$113.36
4th year	\$53.22	\$80.00	\$16.37	\$11.06	\$0.85	\$3.19	\$10.70	\$2.00	\$0.00	\$0.00	\$97.39	\$124.00
Assistant Mechanic	\$53.22	\$80.00	\$16.37	\$11.06	\$0.85	\$4.26	\$10.70	\$2.00	\$0.00	\$0.00	\$98.46	\$125.07
Helper	\$46.56	\$70.00	\$16.37	\$11.06	\$0.85	\$3.72	\$10.70	\$1.75	\$0.00	\$0.00	\$91.01	\$114.29

(*)Special Calculation Note :

Vacation: 6% for employees under 5 years based on regular hourly rate for all hours worked, 8% for employees over 5 years based on regular hourly rate for all hours worked.

Other: Holiday Pay

Ratio :

- 1 Journeyman to 1 Apprentice
- 1 Journeyman to 1 Helper
- 1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 181

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Glazier

Effective Date:
5/21/2025

Effective Date:
5/21/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Glazier	\$35.92		\$9.52	\$11.58	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.47	\$75.43
Apprentice	BHR	Percent										
1st Year	\$21.55	\$60.00	\$9.52	\$1.02	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.54	\$43.32
2nd Year	\$25.14	\$70.00	\$9.52	\$3.52	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63	\$51.21
3rd Year	\$28.74	\$80.00	\$9.52	\$7.69	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.40	\$60.76
4th Year	\$32.33	\$90.00	\$9.52	\$8.53	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.83	\$66.99

(*)Special Calculation Note :

No special calculations for this classification.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie*, Geauga, Huron, Lake, Lorain, Medina*, Portage*, Summit*

Special Jurisdictional Note :

Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82,8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line. The eastern part of Route 4 north to Lake Erie is the jurisdiction of Local 181. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

Details :

High Pay: All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive an additional \$1.50 per hour.

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 17

Type of Rate: Commercial

Change #: LCN01-2020fb

Craft: Ironworker

Effective Date: 12/24/2020

Effective Date: 12/24/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$33.83		\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$59.04	\$75.96
Apprentice	BHR	Percent										
1st 6 Months	\$16.92	\$50.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$42.13	\$50.58
2nd 6 Months	\$18.61	\$55.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$43.82	\$53.12
2nd Year 1st 6 Months	\$23.68	\$70.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$48.89	\$60.73
2nd Year 2nd 6 Months	\$25.37	\$75.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$50.58	\$63.27
3rd Year 1st 6 Months	\$27.06	\$80.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$52.27	\$65.81
3rd Year 2nd 6 Months	\$28.76	\$85.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$53.97	\$68.34
4th Year 1st 6 Months	\$30.45	\$90.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$55.66	\$70.88
4th Year 2nd 6 Months	\$32.14	\$95.00	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$57.35	\$73.42

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time.

Ratio :

4 Journeymen to 1 Apprentice on Structural Work 3 Journeymen to 1 Apprentice on Rod Work 2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work 1 Apprentice for every Sheeting Gang 1 Journeymen to 2 Apprentice Roadway Signage and Sound Barriers 2 Journeymen to 2 Apprentice Unloading and Erection of Light Gauge Metal Trusses

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

West Boundary Line :Sandusky, Ohio: Boundary lines between Local 17 & Local 55 are as follows: Columbus Ave north to Sandusky Bay (and/or Lake Erie): Columbus Ave South to present Route 4: Route 4 South to present Route 99: from Route 99 south to old Route 224-all territory to the west of the boundary line to be the jurisdiction of Local 55. All territory to the East of the boundary line to be the jurisdiction of Local 17. Kelly's Island to be within jurisdiction of Local 17. All bridges, tunnels, viaducts, etc, relative to these boundary lines shall be the jurisdiction of Local 17 South Boundary Line: Canton, Ohio: Boundary lines between Local 17 & Local 550 are as follows: All territory north of old Route 224 line to be the jurisdiction of Local 17. All bridges, tunnels, viaducts, signs, etc, relative to old Route 224 line to be within the jurisdiction of Local 17. All territory south of old Route 224 line is to be within the jurisdiction of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17. Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line, except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17 Southeast Boundary : Between local 17 and Local 207 are as follows: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of local 17. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local 207. Local 17 & Local 207 have agreed that the Ohio County of Ashtabula shall be as follows: Everything North of Route 6, starting at the Geauga County line, proceeding east to State Route 45, shall be under the jurisdiction of Local 17. Everything South, starting at the Geauga County line shall be under local 207. North Boundary: The East boundary line and the West boundary line continuing North halfway across Lake Erie.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 2

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$37.70		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.80	\$72.65
Group 2	\$37.87		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.97	\$72.91
Group 3	\$38.20		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.30	\$73.40
Group 4	\$38.65		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.75	\$74.08
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	BHR	Percent										
0-1000 hrs	\$30.16	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$46.26	\$61.34
1001-2000 hrs	\$32.05	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.15	\$64.17
2001-3000 hrs	\$33.93	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$50.03	\$67.00
3001-4000 hrs	\$35.82	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.92	\$69.82
More Than 4000 hrs	\$37.70	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.80	\$72.65

(*)Special Calculation Note :

Watchman has no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Erie, Huron, Lorain, Lucas, Mahoning, Medina, Ottawa, Portage, Sandusky, Stark, Summit, Trumbull, Wood

Special Jurisdictional Note :

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Cauliker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 758 Building

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
6/25/2025

Effective Date:
6/25/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$36.35		\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.17	\$0.10	\$0.00	\$52.07	\$70.25
Laborer Group 2	\$36.55		\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.17	\$0.10	\$0.00	\$52.27	\$70.55
Laborer Group 3	\$36.95		\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.17	\$0.10	\$0.00	\$52.67	\$71.15
Apprentice	BHR	Percent										
0 - 2000 Hours	\$25.45	\$70.00	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.17	\$0.10	\$0.00	\$41.17	\$53.89
2001 - 3000 Hours	\$29.08	\$80.00	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.17	\$0.10	\$0.00	\$44.80	\$59.34
3001 - 4000 Hours	\$32.72	\$90.00	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.17	\$0.10	\$0.00	\$48.44	\$64.79
4000+ Hours	\$36.35	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.17	\$0.10	\$0.00	\$52.07	\$70.25

(*)Special Calculation Note :

Other: Substance Abuse Program

Ratio :

1 Journeyman to 1 Apprentice 3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Lorain

Special Jurisdictional Note :

Details :

Classification Description : Group 1 Building and Construction Laborer, Asbestos Removal, Lead Abatement, Hazardous Waste Removal, Signalman, Tool Cribman, Carpenter Tenders, Finisher Tender, Deep Cleaning, Concrete Handler, Utility Construction Laborer, Guard Rail Erector, Grading, Landscaping and Cleanup. Group 2 Bottom man, Scaffold Builders, Tunnel Laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Man and Dynamite Blasters, Creosote Work, Mortar Mixer, Form Setter, Mason Tender, Plaster Tender, Laser Beam Set-up Man, Concrete Tender. All work involving refractory materials including demolition of refractory materials. Group 3 Gunnite Operation, Lancer, Bellman, Hook-up Man on Blast Furnace Work and Toxic/Hazardous Waste

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone I (A)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Operator Group A	\$49.41		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.31	\$91.02
Operator Group B	\$49.26		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.16	\$90.79
Operator Group C	\$47.81		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.71	\$88.62
Operator Group D	\$47.03		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.93	\$87.45
Operator Group E	\$46.71		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.61	\$86.97
Operator Group F	\$39.63		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$56.53	\$76.35
Master Mechanic	\$50.41		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.31	\$92.52
Lift Director	\$50.41		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.31	\$92.52
Crane 200'-299'	\$50.41		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.31	\$92.52
Crane 300' and over	\$50.91		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.81	\$93.27
Mobile Concrete Pumps 200'-299'	\$51.41		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$68.31	\$94.02
Mobile Concrete Pumps 300' and over	\$50.91		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.81	\$93.27
Apprentice	BHR	Percent										
1st Year	\$29.56	\$59.82	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$46.46	\$61.24
2nd Year	\$34.48	\$69.78	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.38	\$68.62
3rd Year	\$39.41	\$79.76	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$56.31	\$76.01
4th Year	\$44.33	\$89.72	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.23	\$83.40

(*)Special Calculation Note :

Other & Misc is Education & Safety and National Training Fund.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina

Special Jurisdictional Note :

Details :

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes-compact: Track or rubber over 4000lbs. capacity; Cranes- self erecting: stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Maintenance Operators and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment Operator/Mechanic; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus \$4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D – Brokks with a manufacture's weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Gunite Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments; Brokks with a manufacture's weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200'-299' - Boom & Jib 200' feet and over Crane 300' and Over - Boom & Jib 300' and over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$47.33		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.23	\$87.90
Operator Class B	\$47.23		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.13	\$87.75
Operator Class C	\$46.19		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.09	\$86.19
Operator Class D	\$44.97		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.87	\$84.36
Operator Class E	\$39.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$56.58	\$76.42
Master Mechanic	\$48.33		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40
Lift Director	\$48.33		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40
Crane and Mobile Concrete Pump 150' - 179'	\$47.83		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.73	\$88.65
Crane and Mobile Concrete Pump 180' - 249'	\$48.33		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40
Crane and Mobile Concrete Pump 250' and Over	\$48.58		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.48	\$89.77
Apprentice	BHR	Percent										
1st Year	\$23.67	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$40.57	\$52.40
2nd Year	\$28.40	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$45.30	\$59.50
3rd Year	\$33.13	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$50.03	\$66.60
4th Year	\$37.86	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.76	\$73.70
Field Mech Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st year	\$28.40	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$45.30	\$59.50
2nd year	\$33.13	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.03	\$66.60
3rd year	\$37.86	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.76	\$73.70
4th year	\$42.60	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$59.50	\$80.80

(*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

****Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.**

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B - Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

Class D - Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 505 Drywall

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
6/25/2025

Effective Date:
6/25/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$35.10		\$9.52	\$7.30	\$0.45	\$0.00	\$3.44	\$0.00	\$0.00	\$0.00	\$55.81	\$73.36
Apprentice	BHR	Percent										
1st Year	\$24.57	\$70.00	\$9.52	\$2.61	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.15	\$49.44
2nd Year	\$28.08	\$80.00	\$9.52	\$3.28	\$0.45	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00	\$44.08	\$58.12
3rd Year	\$31.59	\$90.00	\$9.52	\$4.08	\$0.45	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$48.74	\$64.54

(*)Special Calculation Note :

Ratio :

2 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice after 9 total tapers

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Portage*, Summit*

Special Jurisdictional Note :

Portage & Summit North of the East-West Turnpike.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Top Mechanic Class A	\$27.53		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.45	\$0.00	\$0.00	\$33.48	\$47.25
Top Mechanic Class B	\$27.53		\$4.50	\$0.75	\$0.00	\$0.53	\$0.00	\$1.45	\$0.00	\$0.00	\$34.76	\$48.53
Top Helper Class A	\$22.33		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.20	\$0.00	\$0.00	\$28.03	\$39.20
Top Helper Class B	\$22.33		\$4.50	\$0.75	\$0.00	\$0.43	\$0.00	\$1.20	\$0.00	\$0.00	\$29.21	\$40.38
Helper Class A	\$17.19		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$0.00	\$0.00	\$22.59	\$31.19
Helper Class B	\$17.19		\$4.50	\$0.75	\$0.00	\$0.30	\$0.00	\$0.90	\$0.00	\$0.00	\$23.64	\$32.24
New Hire (90 Days)	\$15.75		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00	\$20.80	\$28.68
Apprentice	BHR	Percent										

(*)Special Calculation Note :

Other: Sick, Personal & Holiday Pay Swing Stage Rate: Employees shall receive a differential of \$1.50 per hour for all hours worked on scaffolds four sections or higher, including any boom lifts and swing stage scaffolds. In addition, the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work of a single employee will qualify for \$1.50 differential, will be paid to a single lead Top Mechanic or single lead Top Helper on any given swing stage job, even when it includes multiple running rigs on a single jobsite.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

The work performed by employees covered by this rate shall include cleaning and refinishing of architectural metals using chemicals, solvents, coatings and hand-applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces during the course of the restoration and maintenance of architectural metals, and other specialty metal finishing work, and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding. Class A: Less Than 1 Year of Service Class B: More Than 1 Year of Service Top Mechanic: Top Mechanic shall be responsible for ensuring the highest quality of workmanship by Helpers, and be highly competent and knowledgeable in the following areas: coatings, both solvent and waterborne, spraying ability, stainless steel, aluminum and bronze finishing, scaffolding and swing stage work. The Top Mechanic shall also be responsible for providing necessary training of employees in lower classifications and for directing all employees in his/her crew to perform their responsibilities in a productive and efficient manner. Top Helper: For existing Top Helpers at the time of this Agreement shall, in addition to performing the responsibilities of a Helper, be responsible and accountable for the setup, breakdown, safety and quality of the Company's product. Helper: A Helper shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, setting up and breaking down scaffolding and swing stages, preparing surfaces for refinishing, including but not limited to masking and stripping, cleaning, oxidizing, polishing and scratch removal on various finishes.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
5/28/2025

Effective Date:
5/28/2025

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Painter Sign Journeyman Tech/Team Leader Class A	\$26.56	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.72	\$0.00	\$0.00	\$30.85	\$44.13
Painter Sign Journeyman Tech/Team Leader Class B	\$26.56	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.72	\$0.00	\$0.00	\$31.36	\$44.64
Painter Sign Journeyman Tech/Team Leader Class C	\$26.56	\$3.36	\$0.21	\$0.00	\$1.02	\$0.00	\$0.72	\$0.00	\$0.00	\$31.87	\$45.15
Painter Sign Journeyman Tech/Team Leader Class D	\$26.56	\$3.36	\$0.21	\$0.00	\$1.53	\$0.00	\$0.72	\$0.00	\$0.00	\$32.38	\$45.66
Sign Journeyman Class A	\$26.27	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.71	\$0.00	\$0.00	\$30.55	\$43.69
Sign Journeyman Class B	\$26.27	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.71	\$0.00	\$0.00	\$31.06	\$44.20
Sign Journeyman Class C	\$26.27	\$3.36	\$0.21	\$0.00	\$1.01	\$0.00	\$0.71	\$0.00	\$0.00	\$31.56	\$44.70
Sign Journeyman Class D	\$26.27	\$3.36	\$0.21	\$0.00	\$1.52	\$0.00	\$0.71	\$0.00	\$0.00	\$32.07	\$45.21
Tech Sign Fabrication/ Erector Class A	\$20.67	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$24.80	\$35.14
Tech Sign Fabrication/ Erector Class B	\$20.67	\$3.36	\$0.21	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$25.20	\$35.54

Tech Sign Fabrication/ Erector Class C	\$20.67	\$3.36	\$0.21	\$0.00	\$0.80	\$0.00	\$0.56	\$0.00	\$0.00	\$25.60	\$35.94
Tech Sign Fabrication/ Erector Class D	\$20.67	\$3.36	\$0.21	\$0.00	\$1.19	\$0.00	\$0.56	\$0.00	\$0.00	\$25.99	\$36.33
Apprentice	BHR	Percent									

(*Special Calculation Note :

Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Auglaize, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Greene, Hamilton, Hancock, Hardin, Henry, Highland, Holmes, Huron, Jackson, Knox, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Mercer, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Trumbull, Tuscarawas, Union, Van Wert, Warren, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

Class A: less than 1 year. Class B: 1-3 years. Class C: 3-10 years. Class D: More than 10 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 707

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
7/16/2025

Effective Date:
7/16/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Classification											
Painter Brush Roll	\$35.45		\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$55.65	\$73.38
Paperhanger	\$35.45		\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$55.65	\$73.38
REPAINT Brush Roll & Paperhanger	\$33.95		\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$54.15	\$71.13
Apprentice	BHR	Percent									
1st Year	\$23.04	\$65.00	\$9.52	\$1.64	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$34.65	\$46.17
2nd Year	\$26.59	\$75.00	\$9.52	\$2.25	\$0.45	\$0.00	\$2.91	\$0.00	\$0.00	\$41.72	\$55.02
3rd Year	\$30.13	\$85.00	\$9.52	\$2.70	\$0.45	\$0.00	\$3.32	\$0.00	\$0.00	\$46.12	\$61.19
4th Year	\$33.68	\$95.00	\$9.52	\$3.75	\$0.45	\$0.00	\$3.74	\$0.00	\$0.00	\$51.14	\$67.98

(*)Special Calculation Note :

Apprentice pay based on percentage of above appropriate classification.

The following Premiums shall be added to proper classification in full including apprentice rates:

- Spray Painting: \$.70 per hour
- Sandblasting and buffing: \$.40 per hour
- Height pay (Over 100ft): \$.50 per hour
- Fiberglass Insulator & Catalytic material applicator: \$.70 per hour
- Application of Catalytic materials under class 3 hazardous per MSDS- add \$.65 per hour
- Application of Catalytic materials under class 4 hazardous per MSDS- add \$1.00 per hour

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Portage*, Summit*

Special Jurisdictional Note :

Portage & Summit North of the East-West Turnpike.

Details :

Repaint: 20% or less of new surfaces. A general contractor holding a construction contract does not constitute the rate of pay. Bridge work, tanks, towers and all work covered by NMA, PLA, GPA is excluded from any repaint rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 707 HvyHwy

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
7/16/2025

Effective Date:
7/16/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Class 1: Bridge Blaster	\$41.71	\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$61.91	\$82.77
Class 2: Bridge Painter, Rigger, Containm ent Builder, Spot Blaster	\$38.91	\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$59.11	\$78.56
Class 3: Equipment Operator/ Field Mechanic, Grit Reclamati on, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	\$31.71	\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$51.91	\$67.77
Class 3: Equipment Operator/ Field Mechanic, Grit Reclamati on, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	\$34.71	\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$54.91	\$72.27
Class 4: Concrete Sealing, Concrete Blasting/P ower Washing/ Etc	\$30.71	\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$50.91	\$66.27

Class 5: Quality Control/Quality Assurance, Traffic Safety, Competent Person	\$34.71		\$9.52	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$54.91	\$72.27
	Apprentice	BHR	Percent									
	1st Year	\$27.11	\$65.00	\$9.52	\$1.64	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$38.72	\$52.27
	2nd Year	\$31.28	\$75.00	\$9.52	\$2.25	\$0.45	\$0.00	\$2.91	\$0.00	\$0.00	\$46.41	\$62.05
	3rd Year	\$35.45	\$85.00	\$9.52	\$2.70	\$0.45	\$0.00	\$3.32	\$0.00	\$0.00	\$51.44	\$69.17

(*Special Calculation Note :

Apprentice pay based on percentage of above appropriate classification.

Application of Catalytic materials under class 3 hazardous per MSDS- add .65 per hour to the above Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS- add 1.00 per hour to the above Job Classification basic hourly rate.

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Portage*, Summit*

Special Jurisdictional Note :

Portage & Summit North of the East-West Turnpike.

Details :

Painter Bridge Class 2 is Defined as; Bridge Painter, Rigger, Containment Builder

Concrete Sealing: on highway work, scaling of concrete surfaces, the treating and sealing of bridge decks, the painting and staining of concrete, including the abutments, barricades, noise barriers, lane dividers, etc.

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120 Sprinklerfitter

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Sprinkler Fitter

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$49.17		\$13.05	\$11.80	\$1.27	\$0.00	\$3.50	\$0.20	\$0.00	\$0.00	\$78.99	\$103.58
Apprentice	BHR	Percent										
1st year	\$23.83	\$48.46	\$5.70	\$0.00	\$1.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.80	\$42.71
2nd year	\$24.57	\$49.97	\$12.23	\$7.20	\$1.27	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$46.35	\$58.64
3rd year	\$28.45	\$57.86	\$12.23	\$7.20	\$1.27	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$50.23	\$64.45
4th year	\$33.89	\$68.92	\$12.23	\$7.20	\$1.27	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$55.67	\$72.61
5th year	\$37.78	\$76.84	\$12.23	\$7.20	\$1.27	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$59.56	\$78.45

(*)Special Calculation Note :

OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

1 Journeymen to 1 Apprentice 2 - 4 Journeymen to 2 Apprentices 5 - 7 Journeymen to 3 Apprentices 3 Journeymen to 1 Apprentice on jobs with 12 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Sprinklerfitter duties shall include: installation, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and extinguishing systems; consist of handling and installing of all piping and appurtenances pertaining to sprinkler equipment including both overhead and underground water mains, fire hydrants and hydrants mains, stand pipes, hose connections, tank heaters, air lines, thermal systems and their connections; all operating and actuating lines and devices and their protective covering; all fire stopping of sprinkler piping systems; all tanks, pumps and city connections; fire protection systems using emulsify, spray, water fog, CO2 gas, foam and other fire control agents, settling of all fire pumps and tank filling pumps, air compressors and their connections; all work related to sprinkler inspections (included but not limited to: adjustments, maintenance, repair, testing, etc.)

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 526

Type of Rate: Commercial

Change #:
LCN01-2023ib

Craft:
Plasterer

Effective Date:
5/31/2023

Effective Date:
5/31/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$31.00		\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$52.07	\$67.57
Apprentice	BHR	Percent										
1st Year	\$15.50	\$50.00	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$36.57	\$44.32
2nd Year	\$18.60	\$60.00	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$39.67	\$48.97
3rd Year	\$23.25	\$75.00	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$44.32	\$55.95
4th Year	\$27.90	\$90.00	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$48.97	\$62.92

(*)Special Calculation Note :

Other is for Substance abuse and training.

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 42

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
7/1/2025

Effective Date:
7/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Plumber Pipefitter	\$42.02		\$12.62	\$12.63	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.50	\$89.51
Plumber Pipefitter Heavy Industrial	\$43.02		\$12.62	\$12.63	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69.50	\$91.01
Apprentice Heavy Industrial	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$22.49		\$8.92	\$0.00	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.64	\$43.89
2nd Year	\$26.81		\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.07	\$62.48
3rd Year	\$31.11		\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.37	\$68.93
4th Year	\$34.41		\$12.62	\$9.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.67	\$74.88
5th Year	\$37.71		\$12.62	\$10.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61.97	\$80.83
Apprentice	BHR	Percent										
1st Year	\$22.07	\$52.52	\$8.92	\$0.00	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.22	\$43.25
2nd Year	\$26.28	\$62.54	\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.54	\$61.68
3rd Year	\$30.48	\$72.54	\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.74	\$67.98
4th Year	\$33.68	\$80.15	\$12.62	\$9.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.94	\$73.78
5th Year	\$36.89	\$87.79	\$12.62	\$10.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61.15	\$79.59

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 2 Apprentices 3 Journeymen to 3 Apprentices 4-6 Journeymen to 4 Apprentices 7-10 Journeymen to 5 Apprentices 11-13 Journeymen to 6 Apprentices 14-15 Journeymen to 7 Apprentices 16-18 Journeymen to 8 Apprentices 19-20 Journeymen to 9 Apprentices 21-23 Journeymen to 10 Apprentices 24-26 Journeymen to 11 Apprentices 27-30 Journeymen to 12 Apprentices 31-34 Journeymen to 13 Apprentices 35-38 Journeymen to 14 Apprentices 39-40 Journeymen to 15 Apprentices Then 1 Journeyman to 5 Apprentices thereafter Water Treatment Work described below is a ratio of: 1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Erie, Huron, Knox, Lorain, Morrow, Richland, Wyandot

Special Jurisdictional Note :

Details :

Includes but not limited to : all water services from main to building including water meters and water meter foundations, all lawn sprinkler work including piping, fittings, and lawn sprinkler heads, all power plant piping of every description. All fire extinguishing systems and piping whether by water, steam, gas, or chemical, fire alarm piping and control tubing. On Water Treatment Plants, waste water treatment plants, prefabricated water treatment plants, lift stations, elevated water tanks, meter vaults, underground work on site at treatment, water mains and fire protection external mains, all construction work on public utilities obtained by employer other than plumbing and heating. On all construction projects wherein the work involves sanitary sewers, storm sewers and water lines (site work) performed outside the structure of the building.

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 44

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Roofer

Effective Date: 5/21/2025

Effective Date: 5/21/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Roofer	\$40.15		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$61.49	\$81.57
Applicant & Helper Trainees	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
0 to 1851 hrs	\$18.07		\$0.60	\$0.50	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$19.72	\$28.76
1852 to 3350 hrs	\$22.08		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$43.42	\$54.46
3351 to 4850 hrs	\$28.11		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$49.45	\$63.51
4851 to 6350 hrs	\$31.12		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$52.46	\$68.02
6351 to 7550 hrs	\$36.14		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$57.48	\$75.55
7551 hrs	\$40.15		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$61.49	\$81.57
Apprentice	BHR	Percent										
Start of school	\$20.08	\$50.02	\$0.60	\$0.50	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$21.73	\$31.77
600 hrs worked/72 school hrs	\$22.08	\$55.00	\$0.60	\$0.50	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$23.73	\$34.77
1200 hrs worked/144 school hrs	\$24.09	\$60.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$45.43	\$57.48
1800 hrs worked/216 school hrs	\$26.10	\$65.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$47.44	\$60.49
2400 hrs worked/288 school hrs	\$28.11	\$70.02	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$49.45	\$63.51
3000 hrs worked/360 school hrs	\$30.11	\$75.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$51.45	\$66.51
3600 hrs worked/432 school hrs	\$32.12	\$80.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$53.46	\$69.52
4200 hrs worked/504 school hrs	\$36.14	\$90.02	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$57.48	\$75.55
4800 hrs/576 school hrs	\$40.15	\$100.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$61.49	\$81.57

(*)Special Calculation Note :

Other is for Drug Testing.

Ratio :

2 Journeymen to 1 Apprentice 1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain*, Sandusky

Special Jurisdictional Note :

Lorain (The Ohio Turnpike North)

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 88

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Roofer

Effective Date:
7/9/2025

Effective Date:
7/9/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Roofer	\$33.75		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$56.42	\$73.30
HELPERS	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Helper -500 Hrs. 1st 6 months	\$20.00		\$2.25	\$0.00	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$25.21	\$35.21
Helper -500 Hrs. 2nd 6 months	\$21.94		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58
2nd year Helper	\$23.63		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12
3rd year Helper	\$25.32		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65
4th year Helper	\$27.00		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17
5th year Helper	\$28.69		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71
Apprentice	BHR	Percent										
1st 6 months w/500 hrs	\$21.94	\$65.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58
2nd 6 months w/500 hrs	\$23.63	\$70.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12
3rd 6 months w/500 hrs	\$25.32	\$75.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65
4th 6 months w/500 hrs	\$27.00	\$80.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17
5th 6 months w/500 hrs	\$28.69	\$85.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71
6th 6 months w/500 hrs	\$30.38	\$90.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$53.05	\$68.24
7th 6 months w/500 hrs	\$32.07	\$95.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$54.74	\$70.78

(*)Special Calculation Note :

Other: \$0.07 Drug Education, \$0.05 Construction Industry Development Board, \$0.09 International Training Fund
Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour.

Ratio :

1 Journeyman to 1 Apprentice to 1 Helper

No helper shall be used on any one job unless 1 Journeyman and 1 Apprentice are working on said job

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Carroll, Coshocton, Crawford, Holmes, Huron, Lorain*, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

Special Jurisdictional Note :

Lorain County: South of the Turnpike

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Vermilion)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Sheet Metal Worker

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$35.71		\$11.44	\$12.66	\$0.96	\$0.00	\$5.49	\$0.00	\$0.00	\$0.00	\$66.26	\$84.12
Apprentice	BHR	Percent										
1st Year	\$21.43	\$60.00	\$11.44	\$7.60	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.67	\$51.38
2nd Year	\$23.21	\$65.00	\$11.44	\$8.23	\$0.96	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00	\$46.59	\$58.20
3rd Year	\$26.79	\$75.02	\$11.44	\$9.50	\$0.96	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00	\$51.44	\$64.83
4th Year	\$28.57	\$80.00	\$11.44	\$10.13	\$0.96	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00	\$53.85	\$68.13

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice 3 Journeymen to 2 Apprentice 5 Journeymen to 3 Apprentice 7 Journeymen to 4 Apprentice 9 Journeymen to 5 Apprentice 11 Journeymen to 6 Apprentices 14 Journeymen to 7 Apprentices 17 Journeymen to 8 Apprentices 19 Journeymen to 8 Apprentices Thereafter 3 Journeymen to 1 Apprentice Ratio

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron, Lorain, Sandusky

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 Industrial Door

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Sheet Metal Worker

Effective Date:
8/1/2025

Effective Date:
8/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$26.53		\$8.71	\$5.66	\$0.19	\$0.00	\$2.61	\$0.61	\$0.00	\$0.00	\$44.31	\$57.58
Apprentice	BHR	Percent										
Probationary Period (60 Days)	\$13.80	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.80	\$20.70
61st day -12 months	\$15.39	\$58.00	\$8.71	\$1.96	\$0.19	\$0.00	\$1.68	\$0.35	\$0.00	\$0.00	\$28.28	\$35.98
2nd Year	\$18.04	\$68.00	\$8.71	\$1.96	\$0.19	\$0.00	\$1.90	\$0.41	\$0.00	\$0.00	\$31.21	\$40.23
3rd Year	\$19.37	\$73.00	\$8.71	\$1.96	\$0.19	\$0.00	\$2.05	\$0.45	\$0.00	\$0.00	\$32.73	\$42.41
4th Year	\$21.22	\$80.00	\$8.71	\$1.96	\$0.19	\$0.00	\$2.17	\$0.49	\$0.00	\$0.00	\$34.74	\$45.35
5th Year	\$22.82	\$86.00	\$8.71	\$1.96	\$0.19	\$0.00	\$2.31	\$0.52	\$0.00	\$0.00	\$36.51	\$47.92

(*)Special Calculation Note :

Other: Holiday Pay

Ratio :

- 1-2 Journeyman to 1 Trainee
- 3-4 Journeymen to 2 Trainee
- 5-6 Journeymen to 3 Trainees
- 7-8 Journeymen to 4 Trainees
- 9-10 Journeymen to 5 Trainees
- 11-13 Journeymen to 6 Trainees
- 14-16 Journeymen to 7 Trainees
- 17-19 Journeymen to 8 Trainees
- Maintaining a 3 Journeymen to 1 Trainee ratio thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Ashtabula, Carroll, Columbiana, Coshocton, Crawford, Cuyahoga, Defiance, Erie, Fulton, Geauga, Hancock, Henry, Holmes, Huron, Lake, Lorain, Lucas, Mahoning, Medina, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Stark, Summit, Trumbull, Tuscarawas, Wayne, Williams, Wood

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 1	\$34.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	BHR	Percent										
First 6 months	\$27.41	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	\$29.12	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	\$30.83	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	\$32.55	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	\$34.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 2

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	\$35.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	BHR	Percent										
First 6 months	\$28.21	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	\$29.97	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	\$31.73	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	\$33.50	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	\$35.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Inside

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
2/24/2026

Effective Date:
2/24/2026

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrician	\$45.20		\$9.75	\$7.06	\$0.61	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$65.12	\$87.72
Apprentice	BHR	Percent										
1st 6 months	\$22.60	\$50.00	\$9.75	\$1.18	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.84	\$45.14
2nd 6 months	\$24.86	\$55.00	\$9.75	\$1.25	\$0.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.20	\$48.63
2nd Year	\$29.38	\$65.00	\$9.75	\$6.58	\$0.40	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$48.61	\$63.30
3rd Year	\$33.90	\$75.00	\$9.75	\$6.72	\$0.46	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$53.33	\$70.28
4th Year	\$38.42	\$85.00	\$9.75	\$6.85	\$0.52	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$58.04	\$77.25

(*)Special Calculation Note :

Ratio :

1-3 Journeymen to 2 Apprentices
4-6 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman.

In Lorain County the following township is excluded: Columbia Township

In Medina County the following townships are included: Litchfield and Liverpool.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Inside Lt Commercial Northern

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
2/24/2025

Effective Date:
2/24/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$42.95		\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$1.29	\$0.00	\$0.00	\$61.76	\$83.24
CE-3 12,001-14,000 Hrs	\$30.33		\$6.83	\$0.00	\$0.92	\$0.00	\$0.91	\$0.91	\$0.00	\$0.10	\$40.00	\$55.17
CE-2 10,001-12,000 Hrs	\$23.83		\$6.83	\$0.00	\$0.92	\$0.00	\$0.71	\$0.71	\$0.00	\$0.10	\$33.10	\$45.02
CE-1 8,001-10,000 Hrs	\$21.67		\$6.83	\$0.00	\$0.92	\$0.00	\$0.65	\$0.65	\$0.00	\$0.10	\$30.82	\$41.66
CW-4 6,001-8,000 Hrs	\$19.50		\$6.83	\$0.00	\$0.92	\$0.00	\$0.59	\$0.59	\$0.00	\$0.10	\$28.53	\$38.28
CW-3 4,001-6,000 Hrs	\$17.33		\$6.83	\$0.00	\$0.92	\$0.00	\$0.52	\$0.52	\$0.00	\$0.10	\$26.22	\$34.89
CW-2 2,001-4,000 Hrs	\$16.25		\$6.83	\$0.00	\$0.92	\$0.00	\$0.49	\$0.49	\$0.00	\$0.10	\$25.08	\$33.21
CW-1 0-2,000 Hrs	\$15.17		\$6.83	\$0.00	\$0.92	\$0.00	\$0.46	\$0.46	\$0.00	\$0.10	\$23.94	\$31.53
Apprentice	BHR	Percent										
1st 6 months	\$19.33	\$45.00	\$9.25	\$0.00	\$0.57	\$0.00	\$0.00	\$0.58	\$0.00	\$0.00	\$29.73	\$39.39
2nd 6 months	\$21.48	\$50.00	\$9.25	\$0.00	\$0.57	\$0.00	\$0.00	\$0.64	\$0.00	\$0.00	\$31.94	\$42.67
2nd yr	\$23.62	\$55.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$0.71	\$0.00	\$0.00	\$41.85	\$53.66
3rd yr	\$27.92	\$65.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$0.84	\$0.00	\$0.00	\$46.28	\$60.24
4th yr	\$32.21	\$75.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$0.97	\$0.00	\$0.00	\$50.70	\$66.81
5th yr	\$36.51	\$85.00	\$9.25	\$5.20	\$0.57	\$0.00	\$2.50	\$1.10	\$0.00	\$0.00	\$55.13	\$73.38

(*)Special Calculation Note :

Other: National Electrical Benefit Fund Misc: Administration Fee.

Ratio :

1-3 Journeymen to 2 Apprentice 4-6 Journeyman to 4 Apprentices Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman. In Medina County the following townships are included: Litchfield and Liverpool. In Lorain County the following township is excluded: Columbia.

Details :

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Lightning Protection

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Electrical

Effective Date:
10/30/2024

Effective Date:
10/30/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Protection Installer (w/ 10+ Years Experience)	\$35.15		\$7.75	\$1.05	\$0.00	\$3.28	\$2.11	\$0.00	\$0.00	\$0.00	\$49.34	\$66.92
Electrical Lightning Protection Installer	\$35.15		\$7.75	\$1.05	\$0.00	\$2.50	\$2.11	\$0.00	\$0.00	\$0.00	\$48.56	\$66.14
Apprentice	BHR	Percent										
1st 6 months	\$17.58	\$50.02	\$7.75	\$0.53	\$0.00	\$0.47	\$1.05	\$0.00	\$0.00	\$0.00	\$27.38	\$36.17
2nd 6 months	\$19.33	\$55.00	\$7.75	\$0.58	\$0.00	\$0.52	\$1.16	\$0.00	\$0.00	\$0.00	\$29.34	\$39.01
3rd 6 months	\$21.09	\$60.00	\$7.75	\$0.63	\$0.00	\$1.03	\$1.27	\$0.00	\$0.00	\$0.00	\$31.77	\$42.32
4th 6 months	\$22.85	\$65.00	\$7.75	\$0.69	\$0.00	\$1.12	\$1.37	\$0.00	\$0.00	\$0.00	\$33.78	\$45.20
3rd year	\$24.61	\$70.02	\$7.75	\$0.74	\$0.00	\$1.75	\$1.48	\$0.00	\$0.00	\$0.00	\$36.33	\$48.64
4th year	\$28.12	\$80.00	\$7.75	\$0.84	\$0.00	\$2.00	\$1.69	\$0.00	\$0.00	\$0.00	\$40.40	\$54.46
5th year	\$31.64	\$90.02	\$7.75	\$0.94	\$0.00	\$2.25	\$1.90	\$0.00	\$0.00	\$0.00	\$44.48	\$60.30

(*)Special Calculation Note :

Ratio :

No Ratio

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman. In Medina County the following townships are included: Litchfield and Liverpool. In Lorain County the following township is excluded: Columbia.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Voice Data Video

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
4/30/2025

Effective Date:
4/30/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Installer Technician	\$34.80		\$8.75	\$2.95	\$0.42	\$1.57	\$0.00	\$0.00	\$0.00	\$0.00	\$48.49	\$65.89
Communications Technician	\$36.05		\$8.75	\$2.95	\$0.42	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00	\$49.79	\$67.82
Senior Technician	\$37.05		\$8.75	\$2.95	\$0.42	\$1.67	\$0.00	\$0.00	\$0.00	\$0.00	\$50.84	\$69.37
Security Technician Level I	\$34.80		\$8.75	\$2.95	\$0.42	\$1.57	\$0.00	\$0.00	\$0.00	\$0.00	\$48.49	\$65.89
Security Technician Level II	\$36.05		\$8.75	\$2.95	\$0.42	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00	\$49.79	\$67.82
Security Technician Level III	\$37.05		\$8.75	\$2.95	\$0.42	\$1.67	\$0.00	\$0.00	\$0.00	\$0.00	\$50.84	\$69.37
Audio/Visual Technician Level I	\$34.80		\$8.75	\$2.95	\$0.42	\$1.57	\$0.00	\$0.00	\$0.00	\$0.00	\$48.49	\$65.89
Audio/Visual Technician Level II	\$36.05		\$8.75	\$2.95	\$0.42	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00	\$49.79	\$67.82
Audio/Visual Technician Level III	\$37.05		\$8.75	\$2.95	\$0.42	\$1.67	\$0.00	\$0.00	\$0.00	\$0.00	\$50.84	\$69.37
Apprentice	BHR	Percent										
1st 750 hours	\$22.62	\$65.00	\$8.75	\$2.95	\$0.42	\$1.02	\$0.00	\$0.00	\$0.00	\$0.00	\$35.76	\$47.07
2nd 750 hours	\$24.36	\$70.00	\$8.75	\$2.95	\$0.42	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$37.58	\$49.76
3rd 750 hours	\$26.10	\$75.00	\$8.75	\$2.95	\$0.42	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$39.39	\$52.44
4th 750 hours	\$27.84	\$80.00	\$8.75	\$2.95	\$0.42	\$1.25	\$0.00	\$0.00	\$0.00	\$0.00	\$41.21	\$55.13
5th 750 hours	\$29.58	\$85.00	\$8.75	\$2.95	\$0.42	\$1.33	\$0.00	\$0.00	\$0.00	\$0.00	\$43.03	\$57.82
6th 750 hours	\$31.32	\$90.00	\$8.75	\$2.95	\$0.42	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00	\$44.85	\$60.51

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Erie, Huron*, Lorain*, Medina*

Special Jurisdictional Note :

In Huron County the following townships are included: (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville and New London).

In Lorain County the following townships are excluded: (Columbia).

In Medina County the following townships are included: (Litchfield and Liverpool).

Details :

Vacation: 1 week for 1 year 2 weeks for 2 years or more Holidays: Memorial Day - Fourth of July - Labor Day - Thanksgiving Day - Christmas Day - New Years Day The following work is excluded from the Teledata Technician work scope: The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems. The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 ft. Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
4/30/2025

Effective Date:
4/30/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$46.63		\$10.05	\$10.05	\$0.42	\$0.00	\$3.00	\$1.40	\$0.00	\$0.00	\$71.55	\$94.87
Apprentice	BHR	Percent										
1st year 1st 6 Months	\$16.32	\$35.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.49	\$0.00	\$0.00	\$30.28	\$38.44
1st year 2nd 6 Months	\$18.65	\$40.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.56	\$0.00	\$0.00	\$32.68	\$42.01
2nd year 3rd 6 Months	\$20.98	\$45.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.63	\$0.00	\$0.00	\$41.61	\$52.11
2nd year 4th 6 Months	\$23.32	\$50.02	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.70	\$0.00	\$0.00	\$44.02	\$55.69
3rd year 5th 6 Months	\$25.65	\$55.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.77	\$0.00	\$0.00	\$46.42	\$59.24
3rd year 3rd year 6th 6 Months	\$27.98	\$60.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.84	\$0.00	\$0.00	\$48.82	\$62.81
4th year 7th 6 Months	\$30.31	\$65.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.91	\$0.00	\$0.00	\$51.22	\$66.37
4th year 8th 6 Months	\$32.64	\$70.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.98	\$0.00	\$0.00	\$53.62	\$69.94
4th year 9th 6 Months	\$34.97	\$75.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.05	\$0.00	\$0.00	\$56.02	\$73.51
5th year 10th 6 Months	\$37.30	\$80.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.12	\$0.00	\$0.00	\$58.42	\$77.08

(*)Special Calculation Note :

OTHER: National Electrical Benefit Fund (NEBF).

Ratio :

1 to 3 Journeyman up to 2 Apprentice 4 to 6 Journeymen up to 4 Apprentice 7 to 9 Journeymen up to 6 Apprentice and continue as above per job site

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp).

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Lightning Rod

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
7/9/2025

Effective Date:
7/9/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lightning Protection Installer 60 months and up	\$37.65		\$7.75	\$1.13	\$0.00	\$3.51	\$2.26	\$2.50	\$0.00	\$0.00	\$54.80	\$73.63
Apprentice	BHR	Percent										
Apprentice Lightning Protection Installer 1st day-6 months	\$18.83	\$50.02	\$7.75	\$0.56	\$0.00	\$0.50	\$1.13	\$2.50	\$0.00	\$0.00	\$31.27	\$40.69
Apprentice Lightning Protection Installer 2nd 6 months	\$20.71	\$55.00	\$7.75	\$0.62	\$0.00	\$0.55	\$1.24	\$2.50	\$0.00	\$0.00	\$33.37	\$43.73
Apprentice Lightning Protection Installer 3rd 6th months	\$22.59	\$60.00	\$7.75	\$0.68	\$0.00	\$1.10	\$1.36	\$2.50	\$0.00	\$0.00	\$35.98	\$47.27
Apprentice Lightning Protection Installer 4th 6 months months	\$24.47	\$65.00	\$7.75	\$0.73	\$0.00	\$1.20	\$1.47	\$2.50	\$0.00	\$0.00	\$38.12	\$50.35
Apprentice Lightning Protection Installer 3rd Year	\$26.36	\$70.02	\$7.75	\$0.79	\$0.00	\$1.87	\$1.58	\$2.50	\$0.00	\$0.00	\$40.85	\$54.03
Apprentice Lightning Protection Installer 4th Year	\$30.12	\$80.00	\$7.75	\$0.90	\$0.00	\$2.14	\$1.81	\$2.50	\$0.00	\$0.00	\$45.22	\$60.28
Apprentice Lightning Protection Installer 5th Year	\$33.89	\$90.02	\$7.75	\$1.02	\$0.00	\$2.41	\$2.03	\$2.50	\$0.00	\$0.00	\$49.60	\$66.55

(*)Special Calculation Note :

Other: 401k

Ratio :

3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included: Bainbridge, Chester and Russell
In Lorain County the following township is included: Columbia.

Details :

Scope of work but not limited to: The installation, operation, maintenance, repair and service of equipment and appliances used in a system of lightning protection systems.

Intermediate Journeymen to be trained by the employer to meet all standards in the industry.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Lt Commercial Northern

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$46.63		\$10.05	\$10.05	\$0.42	\$0.00	\$3.00	\$1.40	\$0.00	\$0.00	\$71.55	\$94.87
CE-3 12,001-14,000 Hrs	\$31.71		\$6.99	\$0.95	\$0.95	\$0.10	\$0.95	\$0.00	\$0.00	\$0.00	\$41.65	\$57.50
CE-2 10,001-12,000 Hrs	\$24.92		\$6.99	\$0.75	\$0.95	\$0.10	\$0.75	\$0.00	\$0.00	\$0.00	\$34.46	\$46.92
CE-1 8,001-10,000 Hrs	\$22.65		\$6.99	\$0.68	\$0.95	\$0.10	\$0.68	\$0.00	\$0.00	\$0.00	\$32.05	\$43.37
CW-4 6,001-8,000 Hrs	\$20.39		\$6.99	\$0.61	\$0.95	\$0.10	\$0.61	\$0.00	\$0.00	\$0.00	\$29.65	\$39.84
CW-3 4,000-6,000 Hrs	\$18.12		\$6.99	\$0.54	\$0.95	\$0.10	\$0.54	\$0.00	\$0.00	\$0.00	\$27.24	\$36.30
CW-2 2,001-4,000 Hrs	\$16.99		\$6.99	\$0.51	\$0.95	\$0.10	\$0.51	\$0.00	\$0.00	\$0.00	\$26.05	\$34.55
CW-1 0-2,000 Hrs	\$15.86		\$6.99	\$0.48	\$0.95	\$0.10	\$0.48	\$0.00	\$0.00	\$0.00	\$24.86	\$32.79
Apprentice	BHR	Percent										
1st 6 Months	\$16.32	\$35.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.49	\$0.00	\$0.00	\$30.28	\$38.44
2nd 6 Months	\$18.65	\$40.00	\$10.05	\$0.00	\$0.42	\$0.00	\$3.00	\$0.56	\$0.00	\$0.00	\$32.68	\$42.00
3rd 6 Months	\$20.98	\$45.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.63	\$0.00	\$0.00	\$41.61	\$52.10
4th 6 Months	\$23.32	\$50.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.70	\$0.00	\$0.00	\$44.02	\$55.68
5th 6 Months	\$25.65	\$55.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.77	\$0.00	\$0.00	\$46.42	\$59.24
6th 6 Months	\$27.98	\$60.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.84	\$0.00	\$0.00	\$48.82	\$62.81
7th 6 Months	\$30.31	\$65.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.91	\$0.00	\$0.00	\$51.22	\$66.38
8th 6 Months	\$32.64	\$70.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$0.98	\$0.00	\$0.00	\$53.62	\$69.94
9th 6 Months	\$34.97	\$75.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.05	\$0.00	\$0.00	\$56.02	\$73.50
10th 6 Months	\$37.30	\$80.00	\$10.05	\$6.53	\$0.42	\$0.00	\$3.00	\$1.12	\$0.00	\$0.00	\$58.42	\$77.07

(*)Special Calculation Note :

OTHER: National Electrical Benefit Fund (NEBF)

Ratio :

1 to 3 Journeyman to 2 Apprentice
4 to 6 Journeymen to 4 Apprentice
7 to 9 Journeymen to 6 Apprentice
and continue as above per job site

Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included: (Bainbridge, Chester and Russell).
In Lorain County the following township is included (Columbia).

Details :

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Voice Data Video

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
4/30/2025

Effective Date:
4/30/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician	\$33.05		\$7.75	\$3.20	\$0.42	\$1.49	\$2.50	\$1.04	\$0.00	\$0.00	\$49.45	\$65.98
Communication Technician	\$34.30		\$7.75	\$3.20	\$0.42	\$1.54	\$2.50	\$1.08	\$0.00	\$0.00	\$50.79	\$67.94
Senior Technician	\$35.30		\$7.75	\$3.20	\$0.42	\$1.59	\$2.50	\$1.11	\$0.00	\$0.00	\$51.87	\$69.52
Security Technician Level I	\$33.05		\$7.75	\$3.20	\$0.42	\$1.49	\$2.50	\$1.04	\$0.00	\$0.00	\$49.45	\$65.98
Security Technician Level II	\$34.30		\$7.75	\$3.20	\$0.42	\$1.54	\$2.50	\$1.08	\$0.00	\$0.00	\$50.79	\$67.94
Security Technician Level III	\$35.30		\$7.75	\$3.20	\$0.42	\$1.59	\$2.50	\$1.11	\$0.00	\$0.00	\$51.87	\$69.52
Audio/Visual Technician Level I	\$33.05		\$7.75	\$3.20	\$0.42	\$1.49	\$2.50	\$1.04	\$0.00	\$0.00	\$49.45	\$65.98
Audio/Visual Technician Level II	\$34.30		\$7.75	\$3.20	\$0.42	\$1.54	\$2.50	\$1.08	\$0.00	\$0.00	\$50.79	\$67.94
Audio/Visual Technician Level III	\$35.30		\$7.75	\$3.20	\$0.42	\$1.59	\$2.50	\$1.11	\$0.00	\$0.00	\$51.87	\$69.52
Apprentice	BHR	Percent										
1st 6 months	\$21.48	\$65.00	\$7.75	\$3.20	\$0.42	\$0.97	\$2.50	\$0.67	\$0.00	\$0.00	\$36.99	\$47.73
2nd 6 months	\$23.14	\$70.02	\$7.75	\$3.20	\$0.42	\$1.04	\$2.50	\$0.73	\$0.00	\$0.00	\$38.78	\$50.35
3rd 6 months	\$24.79	\$75.00	\$7.75	\$3.20	\$0.42	\$1.12	\$2.50	\$0.78	\$0.00	\$0.00	\$40.56	\$52.95
4th 6 months	\$26.44	\$80.00	\$7.75	\$3.20	\$0.42	\$1.19	\$2.50	\$0.83	\$0.00	\$0.00	\$42.33	\$55.55
5th 6 months	\$28.09	\$85.00	\$7.75	\$3.20	\$0.42	\$1.26	\$2.50	\$0.88	\$0.00	\$0.00	\$44.10	\$58.15
6th 6 months	\$29.75	\$90.00	\$7.75	\$3.20	\$0.42	\$1.34	\$2.50	\$0.93	\$0.00	\$0.00	\$45.89	\$60.76

(*)Special Calculation Note :

Other is National Electrical Benefit Fund.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga*, Lorain*

Special Jurisdictional Note :

In Geauga County the following townships are included (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp.).

Details :

*Installer Technician - Successful completion of the Installer/Tech Apprenticeship Program or have been certified by an IBEW/NECA Joint apprenticeship Program as a Installer/Technician. * Communications Technician - At least (2) years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship and Training Program as a Communications/Technician. The following work is excluded from the Teledata Technician work scope: The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems. The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 ft. Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 44

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Roofer

Effective Date: 5/21/2025

Effective Date: 5/21/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Roofer	\$40.15		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$61.49	\$81.57
Applicant & Helper Trainees	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
0 to 1851 hrs	\$18.07		\$0.60	\$0.50	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$19.72	\$28.76
1852 to 3350 hrs	\$22.08		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$43.42	\$54.46
3351 to 4850 hrs	\$28.11		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$49.45	\$63.51
4851 to 6350 hrs	\$31.12		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$52.46	\$68.02
6351 to 7550 hrs	\$36.14		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$57.48	\$75.55
7551 hrs	\$40.15		\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$61.49	\$81.57
Apprentice	BHR	Percent										
Start of school	\$20.08	\$50.02	\$0.60	\$0.50	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$21.73	\$31.77
600 hrs worked/72 school hrs	\$22.08	\$55.00	\$0.60	\$0.50	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$23.73	\$34.77
1200 hrs worked/144 school hrs	\$24.09	\$60.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$45.43	\$57.48
1800 hrs worked/216 school hrs	\$26.10	\$65.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$47.44	\$60.49
2400 hrs worked/288 school hrs	\$28.11	\$70.02	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$49.45	\$63.51
3000 hrs worked/360 school hrs	\$30.11	\$75.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$51.45	\$66.51
3600 hrs worked/432 school hrs	\$32.12	\$80.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$53.46	\$69.52
4200 hrs worked/504 school hrs	\$36.14	\$90.02	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$57.48	\$75.55
4800 hrs/576 school hrs	\$40.15	\$100.00	\$9.64	\$11.15	\$0.49	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$61.49	\$81.57

(*)Special Calculation Note :

Other is for Drug Testing.

Ratio :

2 Journeymen to 1 Apprentice 1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain*, Sandusky

Special Jurisdictional Note :

Lorain (The Ohio Turnpike North)

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 88

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Roofer

Effective Date: 7/9/2025

Effective Date: 7/9/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Roofer	\$33.75		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$56.42	\$73.30
HELPERS	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Helper -500 Hrs. 1st 6 months	\$20.00		\$2.25	\$0.00	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$25.21	\$35.21
Helper -500 Hrs. 2nd 6 months	\$21.94		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58
2nd year Helper	\$23.63		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12
3rd year Helper	\$25.32		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65
4th year Helper	\$27.00		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17
5th year Helper	\$28.69		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71
Apprentice	BHR	Percent										
1st 6 months w/500 hrs	\$21.94	\$65.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58
2nd 6 months w/500 hrs	\$23.63	\$70.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12
3rd 6 months w/500 hrs	\$25.32	\$75.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65
4th 6 months w/500 hrs	\$27.00	\$80.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17
5th 6 months w/500 hrs	\$28.69	\$85.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71
6th 6 months w/500 hrs	\$30.38	\$90.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$53.05	\$68.24
7th 6 months w/500 hrs	\$32.07	\$95.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$54.74	\$70.78

(*)Special Calculation Note :

Other: \$0.07 Drug Education, \$0.05 Construction Industry Development Board, \$0.09 International Training Fund
Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour.

Ratio :

1 Journeyman to 1 Apprentice to 1 Helper

No helper shall be used on any one job unless 1 Journeyman and 1 Apprentice are working on said job

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Carroll, Coshocton, Crawford, Holmes, Huron, Lorain*, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

Special Jurisdictional Note :

Lorain County: South of the Turnpike

Details :

Bond No. 108448662

PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Insituform Technologies, LLC as principal and Travelers Casualty and Surety Company of America as sureties, are hereby held and firmly bound unto City of Lorain ("Obligee") in the penal sum of \$ 404,521.00*, 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.
*Four Hundred Four Thousand Five Hundred Twenty-one & 00/100

Signed this 31 day of March, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on March 31, 2026 enter into a contract with City of Lorain, which said contract is made a part of this bond the same as though set forth herein;

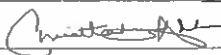

Now, if the said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; 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.

The said surety hereby 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.

Signed this 31 day of March, 2026.

PRINCIPAL:

Insituform Technologies, LLC

By:  

(Signature)

Print Name: Christlanda Adkins

Title: Contracting & Attesting Officer

Address:

580 Goddard Avenue

Chesterfield, MO 63005

Telephone: (636) 530-8000

SURETY:

Travelers Casualty and Surety Company of America

By: Ivy Lowery
(Signature)

Print Name: Ivy Lowery

Title: Attorney-in-Fact



Address:

One Tower Square

Hartford, CT 06183

Telephone: (860) 277-3931

SURETY AGENT:

Marsh McLennan Agency

By: Andrew P Thome
(Signature)

Print Name: Andrew P Thome

Title: Agent

Address:

825 Maryville Centre Drive, Suite 200

St. Louis, MO 63017

Telephone: (314) 594-2700



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Ivy Lowery** of **CHESTERFIELD**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

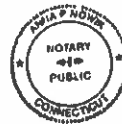
City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31** day of **March**, **2026**.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Effective Date: November 27, 1984

Expiration Date: April 1, 2026

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

NAIC No. 31194

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Multiple Peril - Homeowners
Boiler & Machinery	Ocean Marine
Burglary & Theft	Other Liability
Commercial Auto - Liability	Private Passenger Auto - Liability
Commercial Auto - No Fault	Private Passenger Auto - No Fault
Commercial Auto - Physical Damage	Private Passenger Auto - Physical Damage
Credit	Surety
Earthquake	Workers Compensation
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONNECTICUT 06183
FINANCIAL STATEMENT AS OF DECEMBER 31, 2024
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,387,884,447	LOSSES	\$ 1,848,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,689,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	82,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	89,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,882	TAXES, LICENSES AND FEES	16,311,679
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	82,034,928	UNEARNED PREMIUMS	1,847,864,885
NET DEFERRED TAX ASSET	78,276,840	ADVANCE PREMIUM	3,970,818
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,687
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,897
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	<u>\$ 3,873,025,985</u>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	<u>\$ 2,255,533,176</u>
TOTAL ASSETS	<u>\$ 6,128,650,161</u>	TOTAL LIABILITIES & SURPLUS	<u>\$ 6,128,659,161</u>

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J. Doody

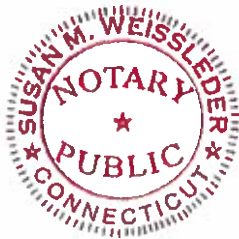
VICE PRESIDENT - FINANCE

Susan M. Weissleder

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2025

SUSAN M. WEISSELER
Notary Public
My Commission Expires November 30, 2027





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

4/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER D : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Insurance America, Inc.	24554	INSURER B : ACE American Insurance Company	22667	INSURER C : Starr Indemnity & Liability Company	38318	INSURER D : AGCS Marine Insurance Company	22837	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

INSURED
1348057 Insituform Technologies, LLC
580 Goddard Avenue
Chesterfield MO 63005


COVERAGES **CERTIFICATE NUMBER:** 23259870 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Independent Contractor <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	CGD300084910 BROAD FORM PD/CONTRACTUAL	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	ISAH11428551	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	1000095154251	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC7309740A (AOS) (EXCLUDING MONOPOLISTIC)	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	INSTALLATION FLOATER	N	N	MXI93050922	7/1/2025	7/1/2026	SEE ATTACHED LIMITS DEDUCTIBLES: VARIOUS PER POLICY SCHEDULE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED
 RE: Root Road Emergency Project

City of Lorain, OH, its elected officials, officers, employees, agents and volunteers are additional insureds under General Liability, Automobile Liability, and Excess Liability if required by written contract executed prior to loss, but only with respect to liability arising out of the Named Insured's operations, and loss payees which have a financial interest under Installation Floater.

CERTIFICATE HOLDER 23259870 City of Lorain, OH 200 W Erie Ave Lorain OH 44052	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Installation Floater, No Co-Insurance, Replacement Cost, Special Perils Form including Flood & EQ

Limits:

\$10,000,000 any one installation site

\$10,000,000 any one loss, disaster, or casualty

Sublimits (including but not limited to:)

\$1,000,000 In Transit

\$1,000,000 Temporary Storage

\$1,000,000 Soft Costs (Delay of Use)/\$1,000,000 Aggregate

\$2,000,000 Rigging (\$500,000 temporary storage/\$500,000 transit)



City of Lorain, OH
200 W Erie Ave
Lorain OH 44052

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 23259870**

- Email: stl-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2025, forms a part of
Policy No. CGD300084910 issued to AZURIA WATER SOLUTIONS, INC.
By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER: CGD300084910

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING INDEMNIFICATION AGREEMENTS.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD300084910

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING INDEMNIFICATION AGREEMENTS.	VARIOUS AS REQUIRED PER THE WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment Code: D544786 Certificate ID: 23259870



CITY OF LORAIN INCOME TAX DEPARTMENT
 605 WEST 4TH STREET, LORAIN OH 44052
 PHONE (440) 204.1002 FAX (440) 204.1006

BUSINESS REGISTRATION FORM
Lorain City Income Tax Rate 2.5%

Company Name
 DBA or Trade Name: Insituform Technologies, LLC SSN or Fed ID #: FEIN 13-3032158
Nine Digit Number

Contact Name: Christlanda Adkins Date Started or Acquired
 in Lorain: N/A

Lorain Job Site
 Address: _____ Lorain Phone: _____
 _____ Lorain Fax: _____

Main Office Address: HQ: 580 Goddard Ave, Chesterfield, MO 63005

E-Mail Address: cadkins@azuria.com (Contracts) Phone: (636 530 8679

E-mail Address For
 Net Profit Accounts: _____ Accounting Period Used:
 Calendar Year 2026 FYE Month DEC

E-mail Address For
 Withholding Accounts: cwikoff@azuria.com (PAYROLL) Number of Persons Employed in Lorain: _____

OR: Payroll Service (no forms will be sent)

Type of Ownership: Corporation Partnership 1120S Individual Non-Profit
 Other: Limited Liability Company (Not Corp)

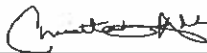
Complete The Following Information For All Partners, Officers And/or Associates:

Name: See attached Board Member List SS#: _____
 Address: _____

Name: _____ SS#: _____
 Address: _____

If The Lorain Location Is Rented Or Leased, Please Provide Name, Address & Phone Of Rental Owner:

Name: N/A Phone: _____
 Address: _____


 Signature



Christlanda Adkins 4/7/26
 Print Name Date



**INSUITUFORM TECHNOLOGIES, LLC
BOARD OF MANAGERS AND OFFICERS
(Current as of March 23, 2026)**

<u>BOARD OF MANAGERS</u>
Robert Tullman Member, Board of Managers
Daniel P. Schoenekase Member, Board of Managers
Ali S. Sheikh Member, Board of Managers

<u>OFFICERS</u>	
<u>Name</u>	<u>Office</u>
Burt M. Keating	President
Ali S. Sheikh	Executive Vice President & Chief Financial Officer
Daniel P. Schoenekase	Senior Vice President, General Counsel & Secretary
John L. Heggemann	Sr. Vice President
Rebecca Riordan	Sr. Vice President & Treasurer
Sean Uhass	Sr. Vice President, Procurement
Ryan Newman	Vice President, Tax

<u>CONTRACTING AND ATTESTING OFFICERS</u>
Christlanda Adkins
Janet Hass
Patrizia Sordillo
Diane Partridge
Whittney Schulte
Taylor DeLuca

Business Address for Board of Managers and Officers:
580 Goddard Avenue
Chesterfield, MO 63005
636-530-8000

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Azuria Water Solutions Inc FKA Aegion Corp</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>Insituform Technologies, LLC (FEIN 13-3032158)</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>580 Goddard Ave</p> <p>6 City, state, and ZIP code</p> <p>Chesterfield, MO 63005</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	Employer identification number														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;">4</td> <td style="width: 25%; height: 20px;">5</td> <td style="width: 25%; height: 20px;">-</td> <td style="width: 25%; height: 20px;">3</td> <td style="width: 25%; height: 20px;">1</td> <td style="width: 25%; height: 20px;">1</td> <td style="width: 25%; height: 20px;">7</td> <td style="width: 25%; height: 20px;">9</td> <td style="width: 25%; height: 20px;">0</td> <td style="width: 25%; height: 20px;">0</td> </tr> </table>	4	5	-	3	1	1	7	9	0	0
4	5	-	3	1	1	7	9	0	0						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 3/3/26
------------------	--------------------------	--------------------

General Instructions

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

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

What's New

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

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

Purpose of Form

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



Azuria Water Solutions, Inc
Jamie L. Perryman
Paralegal
Phone (636) 530-8063
Fax (636) 898-5078
E-mail jperryman@azuria.com

We Know Water

August 5, 2025

To: Customers of Insituform Technologies, LLC

RE: W-9 and Corporate Structure

In an effort to provide clarity regarding our organizational structure, this letter explains the details of the enclosed W-9 form for Insituform Technologies, LLC (EIN 13-3032158), the legal entity of the supplier you are contracting to do business with and receive invoices from.

Importantly, we have completed the W-9 as required by the Internal Revenue Service (www.irs.gov/pub/irs-pdf/fw9.pdf) and payments made by you to Insituform Technologies, LLC **should be made to the Entity and Address on the invoice.**

Please be advised that Azuria Water Solutions, Inc. (EIN 45-3117900) is the ultimate parent of Insituform Technologies, LLC.

For Federal Tax purposes, Azuria Water Solutions, Inc. is the entity listed on **Line 1** of Insituform Technologies, LLC's W-9 under "Name (as shown on your income tax return)" (see page 3 of the W-9 instructions).

Please also note that Insituform Technologies, LLC is classified as a "disregarded entity" for Federal Tax purposes and is listed on **Line 2** of this W-9.

Because Azuria Water Solutions, Inc. is the entity listed on Line 1, its EIN (45-3117900) **must** be used in "Part I: Taxpayer Identification Number (TIN)" of the W-9 (see page 4 of the W-9 instructions).

We apologize for any confusion with our organizational structure. Please feel free to contact me should you have any questions.

Thank you,

Encl.

580 Goddard Ave.
Chesterfield, MO 63005

azuria.com



Scheduled SAM Maintenance

Apr 3, 2026

SAM.gov will undergo planned maintenance Saturday, April 11th from 8:00 AM until 1:00 PM ET. Thank you for understanding.



[See All Alerts](#)



- Home
- Search
- Data Bank
- Data Services
- Help

Search

All Words

e.g. 1606N020Q02

Filter By

No results found

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

Any Words

All Words

Exact Phrase

e.g. 1606N020Q02

Federal Organizations

Insituform Technologies, LLC



Status





Active



Inactive

Reset 

All Domains

Contracting

Federal Assistance

Entity Information

Federal Hierarchy

Wage De



Set Your Search Criteria

Use the filters on the left to start your search.

No results found

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WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

No results found



Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Insituform Technologies, LLC**
Date: **4/7/2026 11:14:03 AM**

This search produced the following list of **42** possible matches:

Name/Organization	Address
Cinsityprints Inc	9613 MT Auburn Ave
Dawkins, Henry	7521 Ross Ave.
Educational Institute of Learning and Innovation	2935 Lafeuille Avenue
FranceJone Institute of Art Incorporated	17604 Winslow RD
Gaskins, Francis	P.O. Box 88
Greater Heights Institute Inc.	2853 Brighton RD
Hopkins, Karla	28012 Gardenview Drive
Institute of Charter School Management and Resources	368 South Patterson Boulevard
Institute of Management and Resources	368 South Patterson Blvd.
Institute of Management and Resources	368 South Patterson Boulevard
Institute of Management and Resources, Inc.	118 W. 1st Street, Suite 620
Institute of Management and Resources, Inc.	368 South Patterson Blvd.
Institute of Management and Resources, Inc.	368 South Patterson Boulevard
Institute of Management and Resources, Inc.	368 South Patteson Blvd.
Markins, Edward	502 Patricia Drive
Mullins, Tracy	8668 State Route 139
Mullins III, Carvel	4286 Knoll Crest Drive
Mullins IV, Carvel	699 Cherryhaven Drive
Parkinson, William	7121 Maple Street
Parkinson, William	7121 Maple Street
Perkins, Martha	163 S. High St.
Perkins, Sandra	1419 13th Street
Robinson, Mary Sue	2414 North 2nd Street
Robinson, Melissa	26241 Lakeshore Boulevard
Robinson, Michael	3741 Huntington Rd.
Robinson, Michael	3897 E. 155th Street
Robinson, Roberta	100 East Siebenthaler Avenue

Name/Organization	Address
Robinson, Kimberly Marie	
Robinson, Markisha	3897 E. 155th Street
Robinson, James C.	316 School Street
Robinson, James R.	1645 Davids Drive
Robinson, James R.	1945 Davids Drive
Robinson, Carl	9207 Great Lakes Circle
Robinson, Carole	316 School Street
Robinson, James	316 School Street
Rollins, James	8933 Trinity Circle
Vintage Coins and Cards AKA Vintage Coins and Collectibles	
Watkins, Robyn	1855 Ransburg Avenue
Watkins, Robyn	1855 Ransburg Avenue
Watkins-Tyree, Bobbie	2030 Harvard Boulevard
Watkins-Tyree, Bobbie	2030 Harvard Boulevard
Wiggins, Wendy	4022 Klepinger Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CERTIFICATIONS and APPROVALS

I hereby certify that the amount of this AGREEMENT is \$404,521.00

Date: 4/7, 2026

[Signature]
Safety/Service Director

AUDITOR'S CERTIFICATION

I hereby certify that the money required to meet the foregoing agreement, agreement or obligation, in the sum of the above-mentioned amount has been lawfully appropriated or authorized or directed for such purpose and is in the process of collection to the credit of the 6160 O.M. & R. Sewer C/S Fund free from any previous outstanding obligation.

Date: April 7th, 2026

[Signature]
Auditor/Deputy Auditor

I hereby certify that this AGREEMENT is correct as to form.

Date: 4/7, 2026

[Signature]
Law Director Patrick D. Riley

I hereby certify that this AGREEMENT was approved by the Board of Control on

_____, 20____

Clerk of the Board of Control



CITY OF LORAIN

Board of Control

2. d.

Meeting Date: 04/15/2026

Subject:

A request from the Lorain Utilities Department for a purchase order in the amount of \$23,005.00 with sole source vendor, Waterworth, for continuous utility rate management software beginning April 23, 2026 through April 22, 2027 (12 month period). Funding GL Accounts 6020.P602.4000.6300.1500 Waterworks - Contractual Service and 6130.P613.4000.6300.1500 Water Pollution Control - Contractual Service.

Attachments

BOC - Utilities - Continuous Utility Rate Management - Waterworth
Lorain, OH - Waterworth Proposal Review (Cost of Service Option)
Waterworth Resources - Slide Deck
Invoice INV-2178 - Waterworth



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 4/13/26
- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Department for a purchase order in the amount of \$23,005.00 with sole source vendor, Waterworth, for continuous utility rate management software beginning April 23, 2026 through April 22, 2027 (12 month period). Funding GL Accounts 6020.P602.4000.6300.1500 Waterworks - Contractual Service and 6130.P613.4000.6300.1500 Water Pollution Control - Contractual Service.
- 4. Name of Vendor: Waterworth
- 5. Amount: \$23,005.00
- 6. Number of account to be used for funding: 6020.P602.4000.6300.1500 and 6130.P613.4000.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? Yes / **No**



**BOARD OF CONTROL
REQUEST FORM**

10. If necessary, has City Council approved and when? _____



W A T E R W O R T H TM

Continuous Utility Rate Management

Lorain, OH

Matt Katsumata

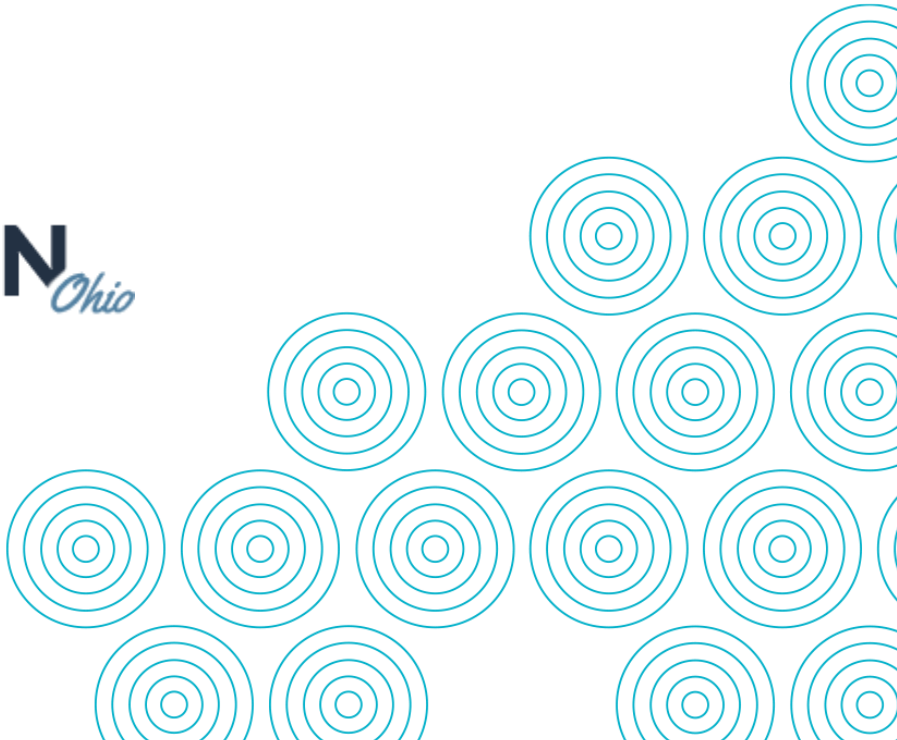
mattk@waterworth.net

253-260-4450

Date: 09/02/2025



LORAIN *Ohio*



OUR MISSION

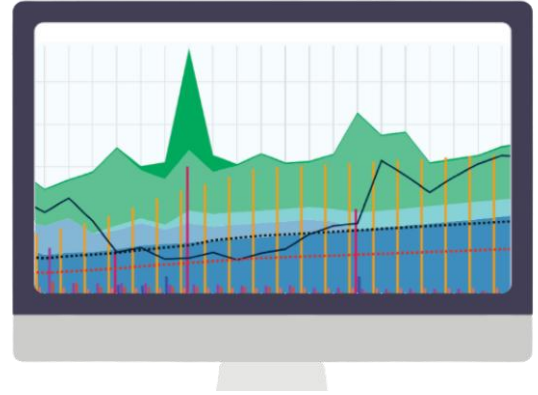
Empowering financially sustainable local government services and winning back the public trust.



KEY FEATURES

LONG-TERM FINANCIAL MODEL

Develop a full-cost recovery model to understand long-term revenue requirements. Integrate CIP, Master Plans, and future capital reinvestment budgeting along with debt service scenarios, cash reserve policies, and tie it all back to a rate schedule.



ASSET REPLACEMENT SCHEDULE

Leverage your GIS data to produce a long-term asset replacement schedule to understand the cost of sustainable ownership, and benchmark how much to invest annually in capital renewal to avoid emergencies and preserve intergenerational equity.

COST OF SERVICE ANALYSIS

Review historical demand patterns and work towards a true cost-of-service model for each customer category including wholesale customers. Explore cost reallocation scenarios to see how you can make rates more equitable.

RATE DESIGN

Onboard billing data, analyze your current rate structure, easily model new rate structure options and immediately visualize the billing impacts of various options – what the changes will mean for revenues and affordability for residents.

SCENARIO EXPLORATION

Perhaps one of the most powerful features is the ability to quickly create and manage scenarios, compare them visually using 3 comparative modes (difference, side-by-side, overlay) and combine scenarios from different service areas into one complete organization-wide model.



ANNUAL SUBSCRIPTION

(Including All Key Features)

Item	Description	Unit Price	Cumulative Price
1 st Service Area	Software Access to Wastewater Service Area Unlimited Support and Advising for Wastewater	\$12,730	\$12,730
2 nd Service Area	Software Access to Water Service Area Unlimited Support and Advising for Water	\$10,275	\$23,005
Total USD			\$23,005

Included:

- Implementation
- Unlimited User Licenses
- Unlimited Support and Advising
- Training
- Workshop Facilitation
- Presentation
- Assistance with: Data Onboarding, Data Analysis, Scenario Exploration



Subscription effective date is on the day of the Getting Started Meeting when user sign-in accounts are created. Renewal invoices will be sent 60 days before the anniversary of the effective date. Prices set to increase by 5% per year.

MUNI WORTH



Waterworth's sister solution, **Muniworth** brings the same analytical and financial planning power to all of your publicly funded services.

Muniworth is an easy-to-use cloud-based analytics platform that uses data visualization to make analysis, planning and communication about funding key infrastructure easier for everyone to understand and talk about.

Along with experienced advising and professional support, Muniworth makes your job easier.

- Easily communicate city-wide capital needs
- Develop a comprehensive financial plan
- View aggregated analysis across departments and entire organization
- Visualize data consistently
- Ensure sufficient funding for all services

Service areas include: Streets, Facilities, Fleet, Parking, Landfill, Solid Waste, Recycling, Public Safety, Fire, Airport, Marina, and many more, in additional to General Fund.



Anthony Theodorou, Engineer
KLJ Engineering



"We're figuring out how to overlap these things, to see when water and sewer projects are coming up... and how they'll line up with our road projects. In Muniworth, you can jump in and out of those different utilities."



SOLE SOURCE

Waterworth is a unique and specialized solution with no comparable alternative. No customer has ever had to procure Waterworth through an RFP process.

Sole Source Qualifying Factors

1. Unique & Proprietary Technology
2. Highly Specialized Purpose-Built
3. Compatibility with Existing Systems
4. Quick Implementation & Training
5. Professional Advice & Coaching

Based on the Sole Source Requirements outlined by the National Association of State Procurement Officials (NASPO), the Single/Sole Source Procurement our clients have referenced when subscribing to Waterworth.

Sole Source Documentation available upon request:



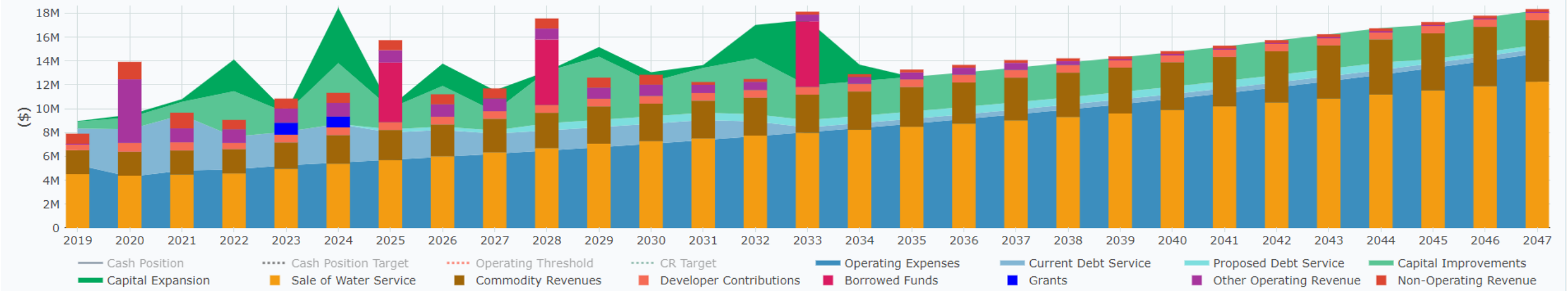
- Template memo to council/board that you can edit
- Detailed documentation describing what is unique and specialized about Waterworth in support of sole sourcing

Long Term Financial Model

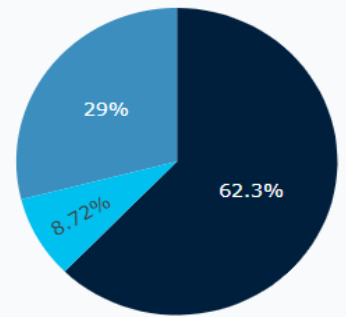


Full

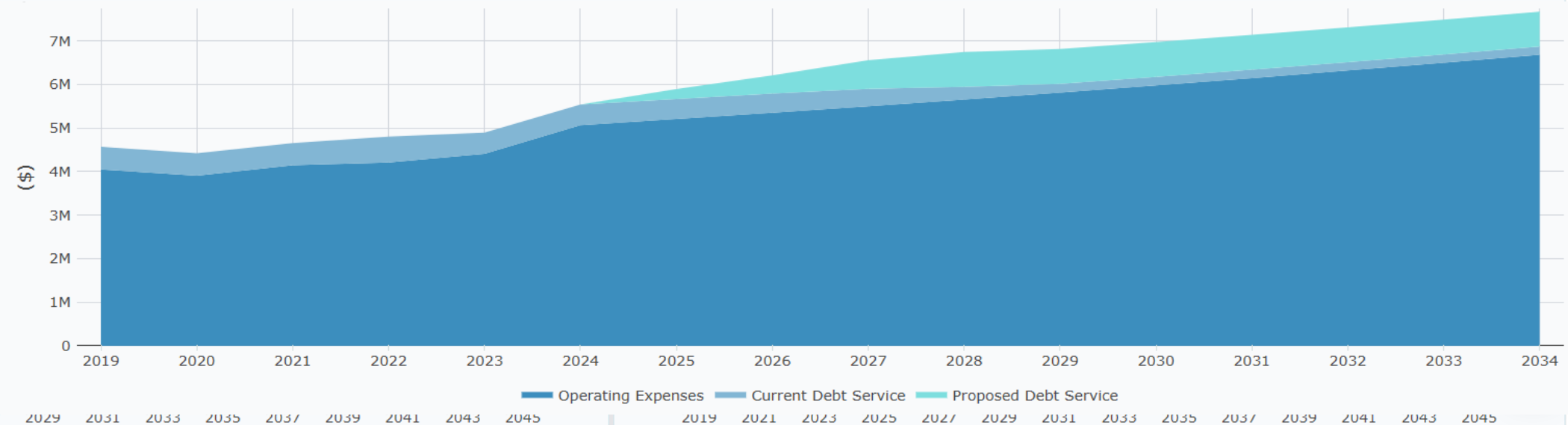
Financial Model - Eastown Baseline Demo (Fix/Var)



Group Summary Type 2022 Fiscal Year



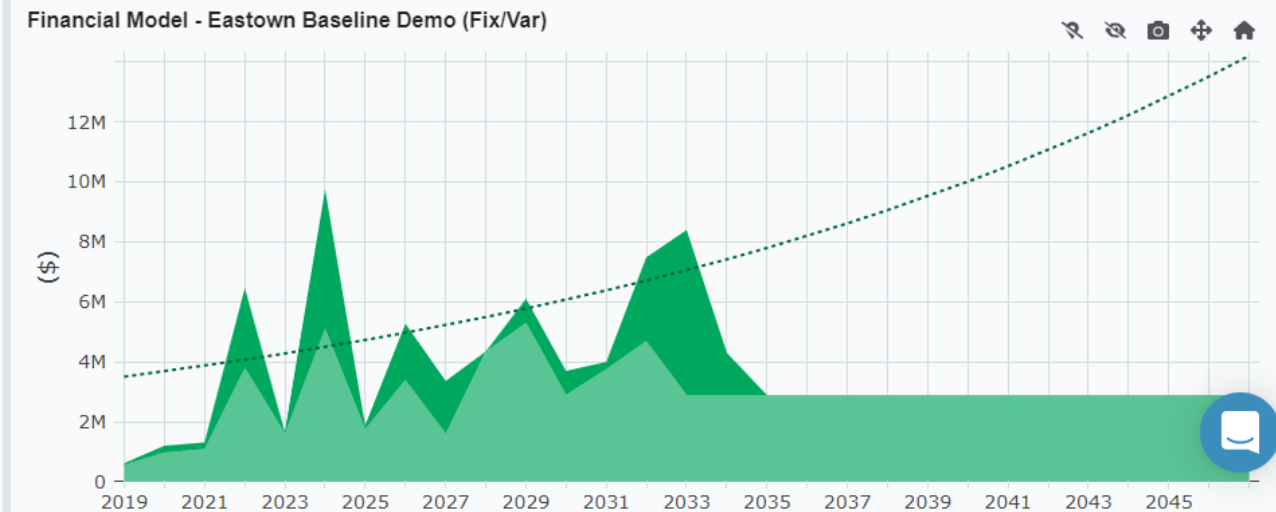
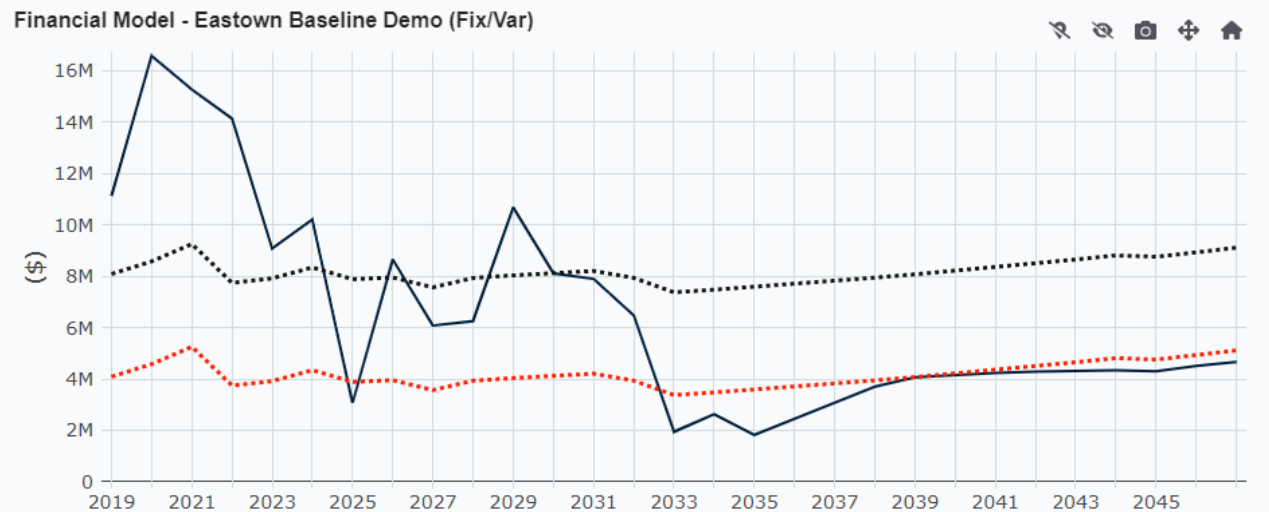
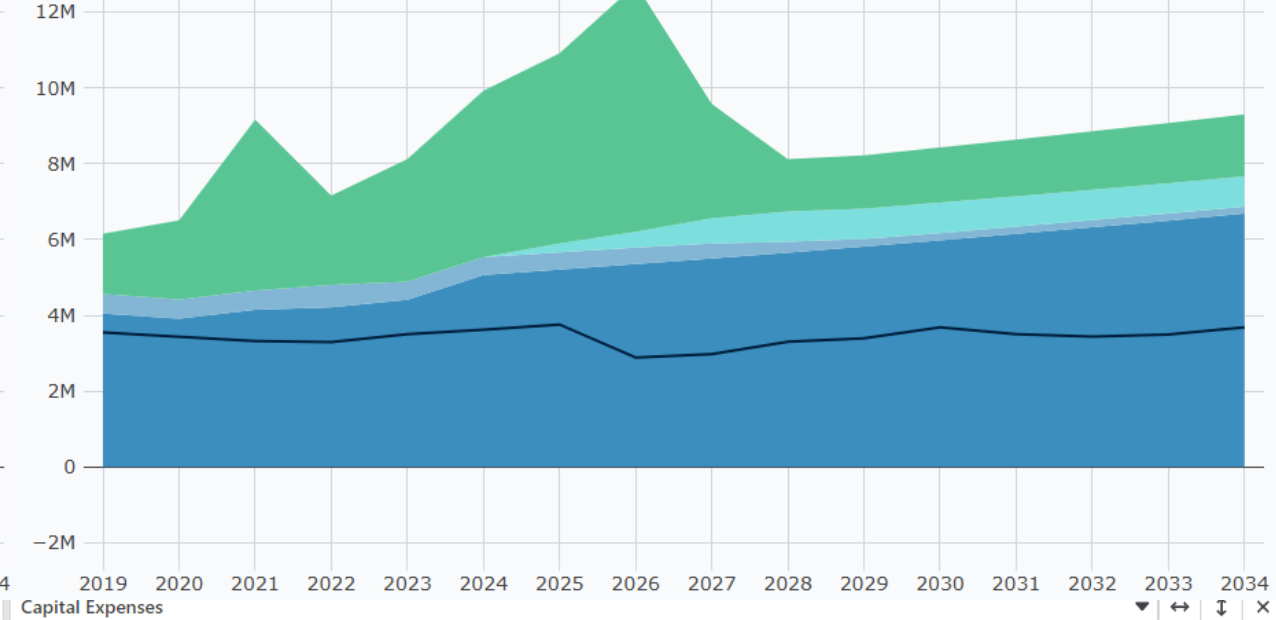
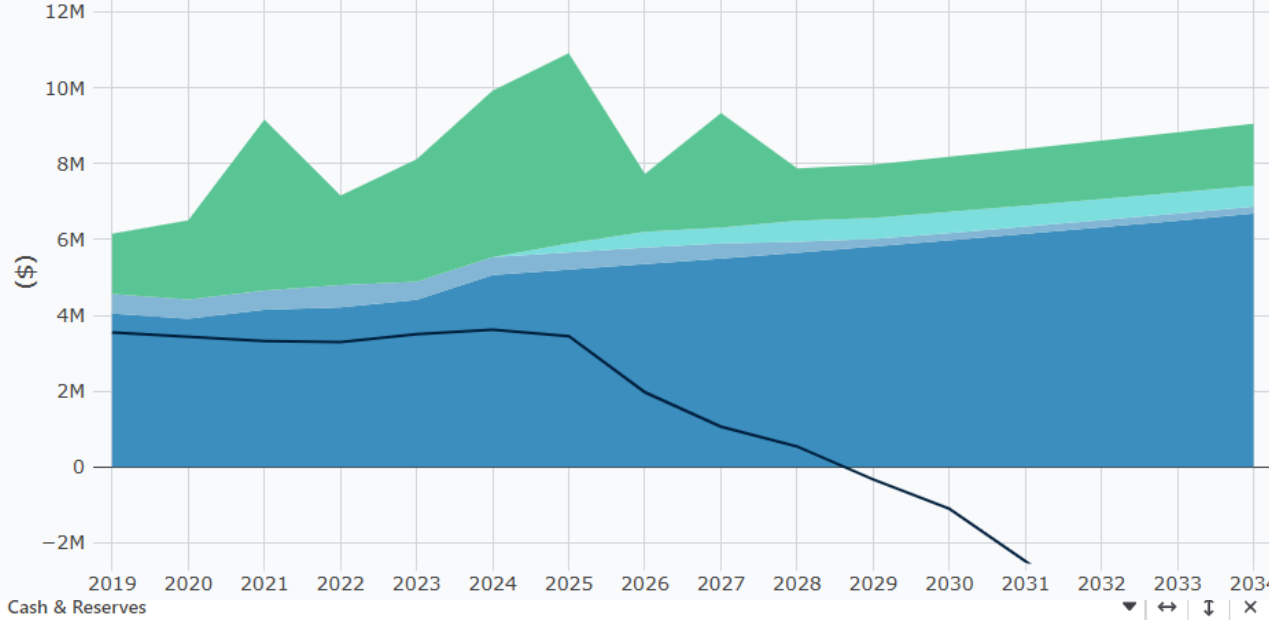
■ Source of Supply
■ Administrative & General
■ Water Treatment



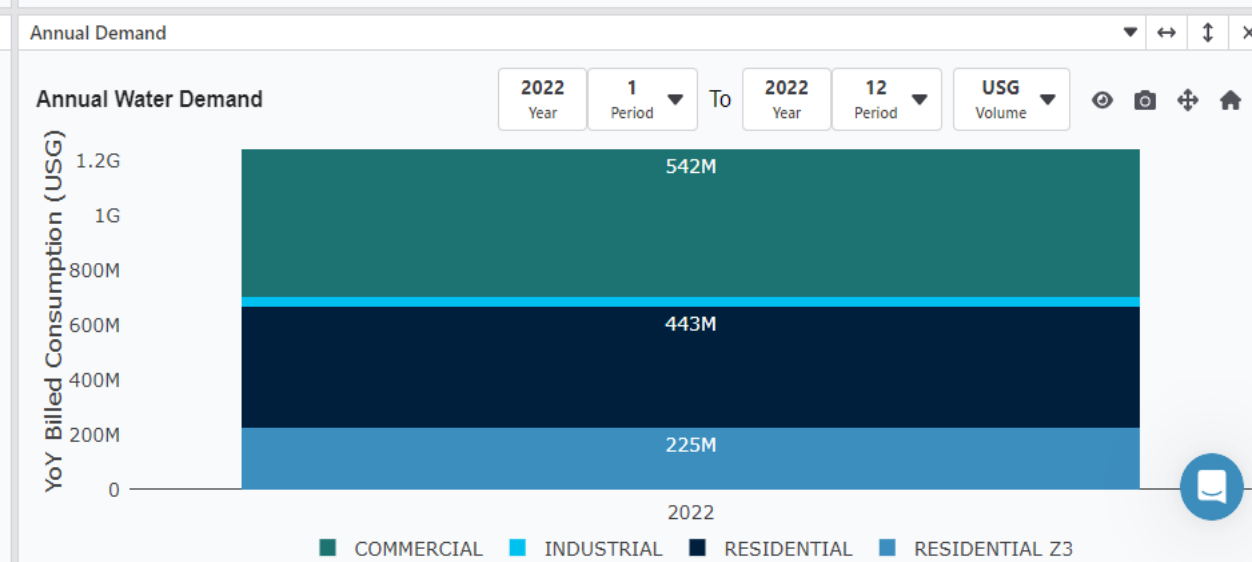
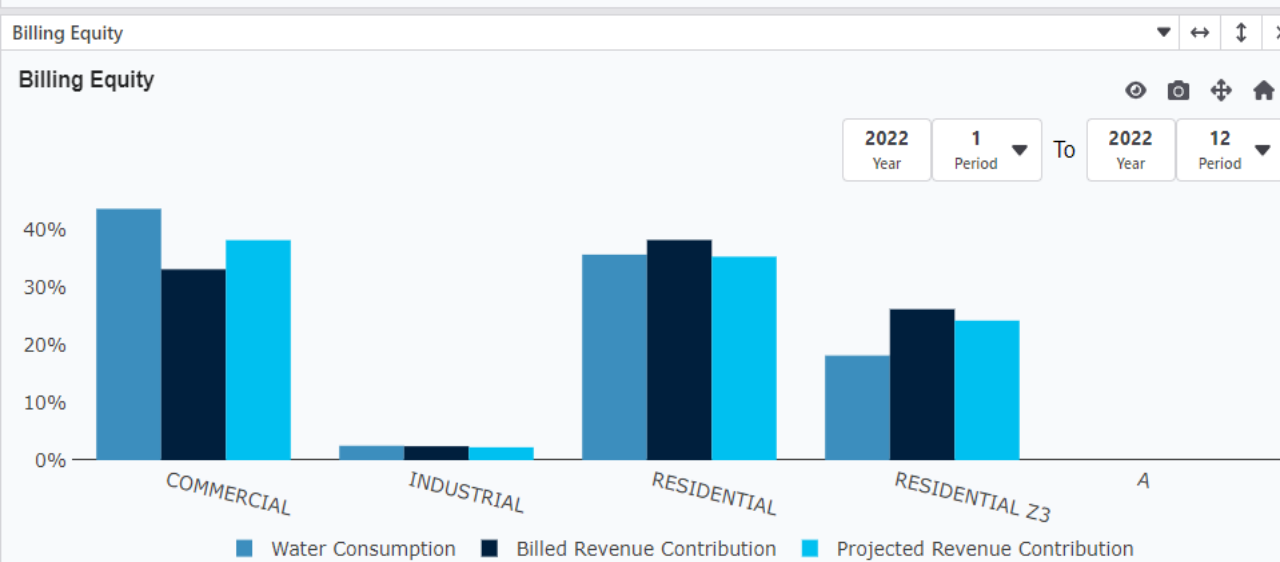
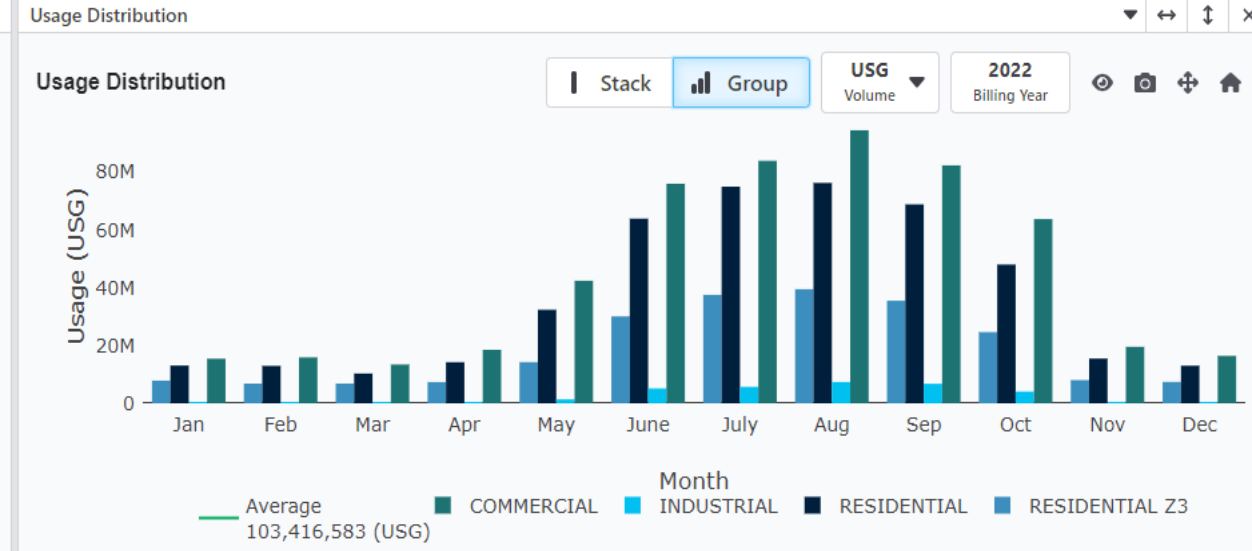
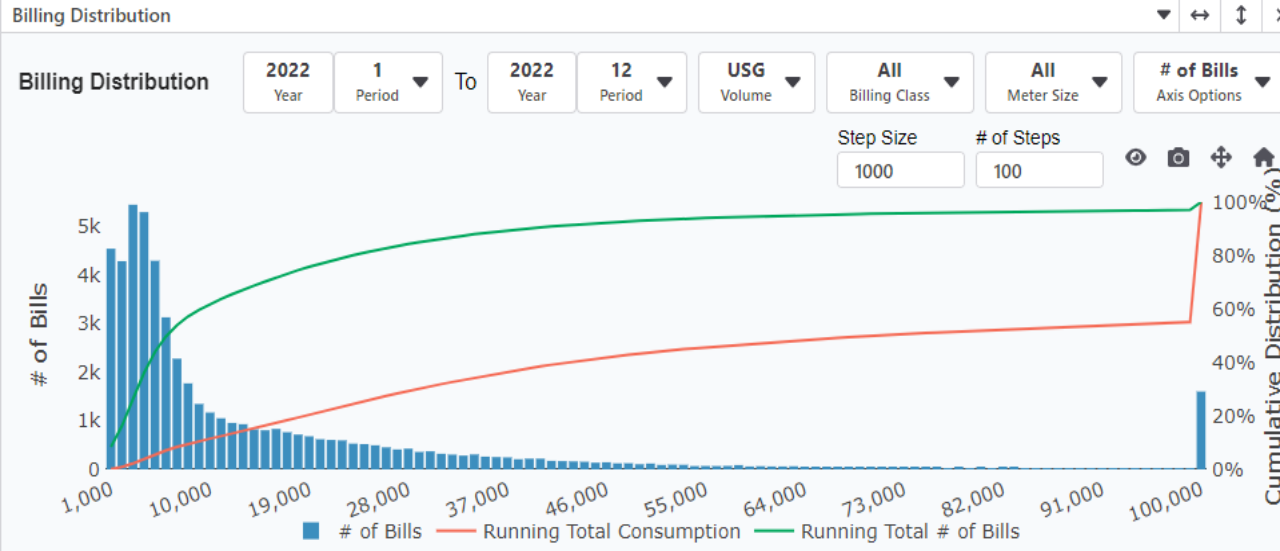
2019 2021 2023 2025 2027 2029 2031 2033 2035 2037 2039 2041 2043 2045 2019 2021 2023 2025 2027 2029 2031 2033 2035 2037 2039 2041 2043 2045

Capital Planning & Reinvestment

Financial Models: Baseline Model, Baseline Model Copy - Water Project



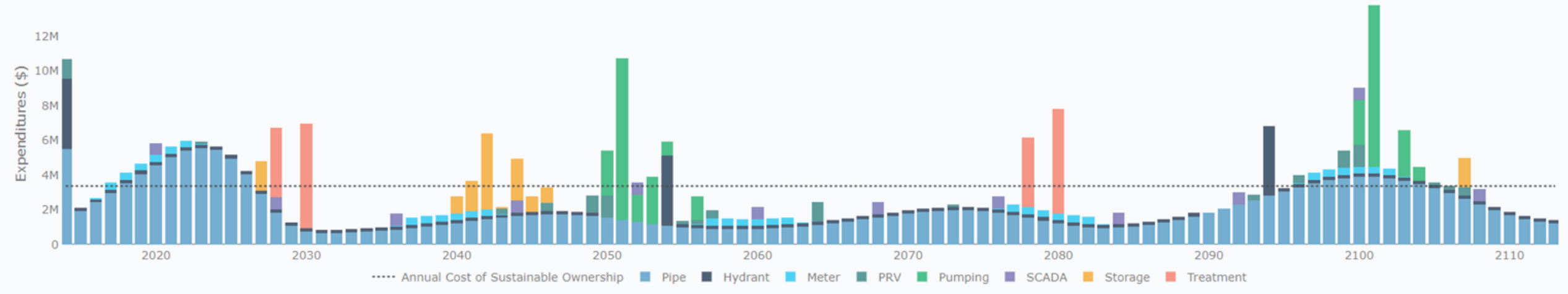
Utility Rate Design

+ New Layout
Open
Save Layout
Rate Impact Analysis
Scratch Pad
Presentation
Save Template


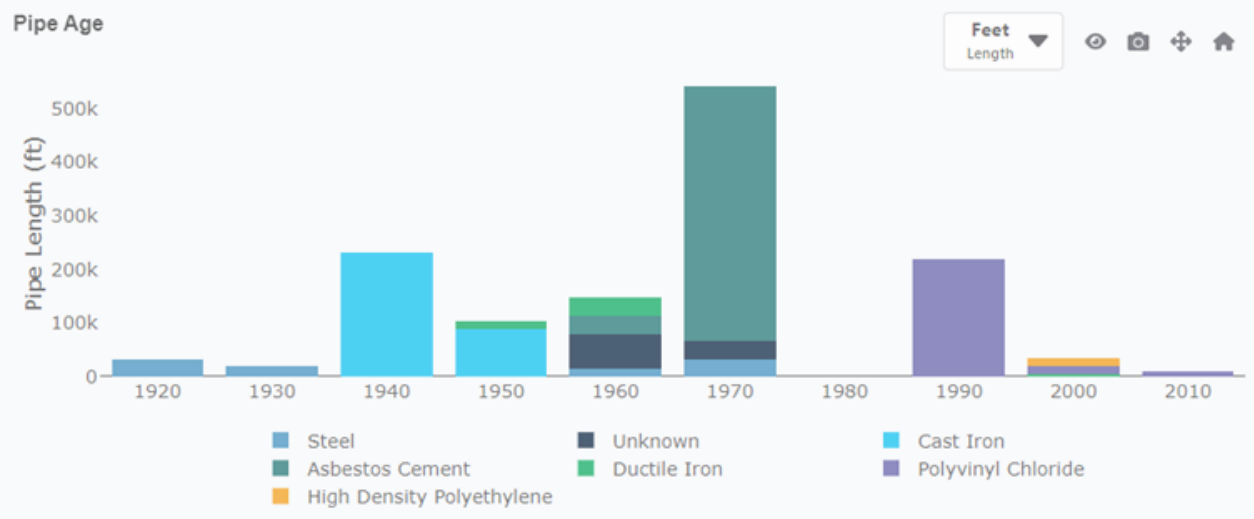
Asset Replacement Schedule

Replacement Schedule

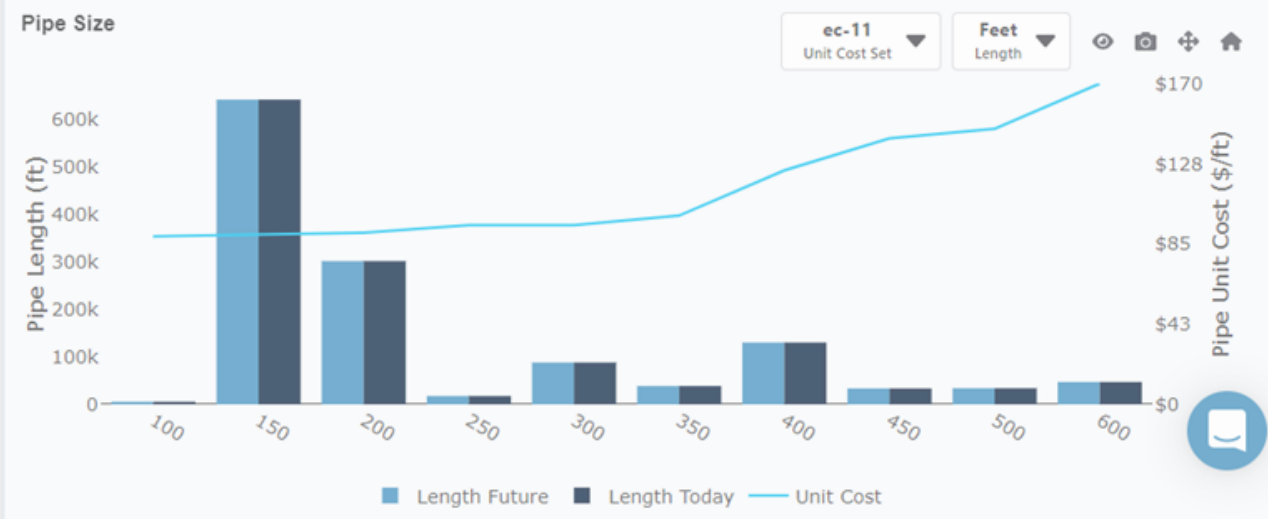
Asset Replacement Schedule (ARS)



Linear Asset Age

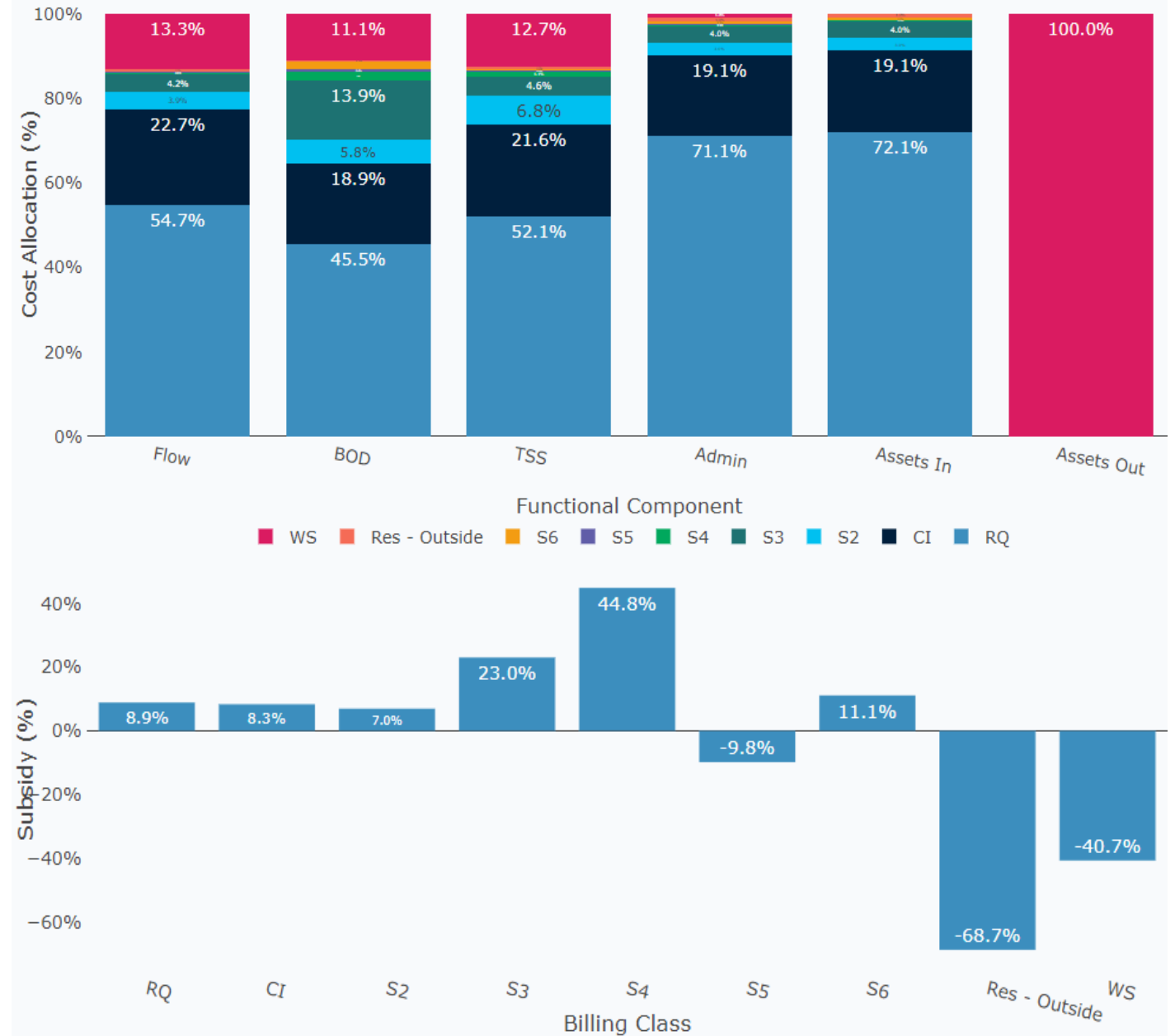


Linear Asset Size



Cost of Service Analysis

1. Cost Allocation between **Customer Categories**
2. Determine Current **Level of Inequity**
3. Recalibrate Rates to **Promote Fairness**

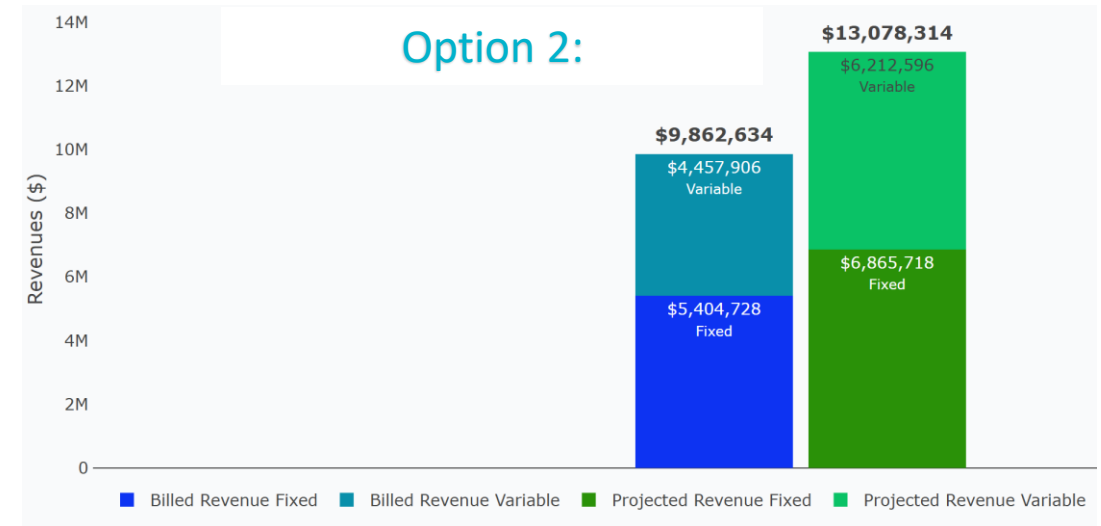
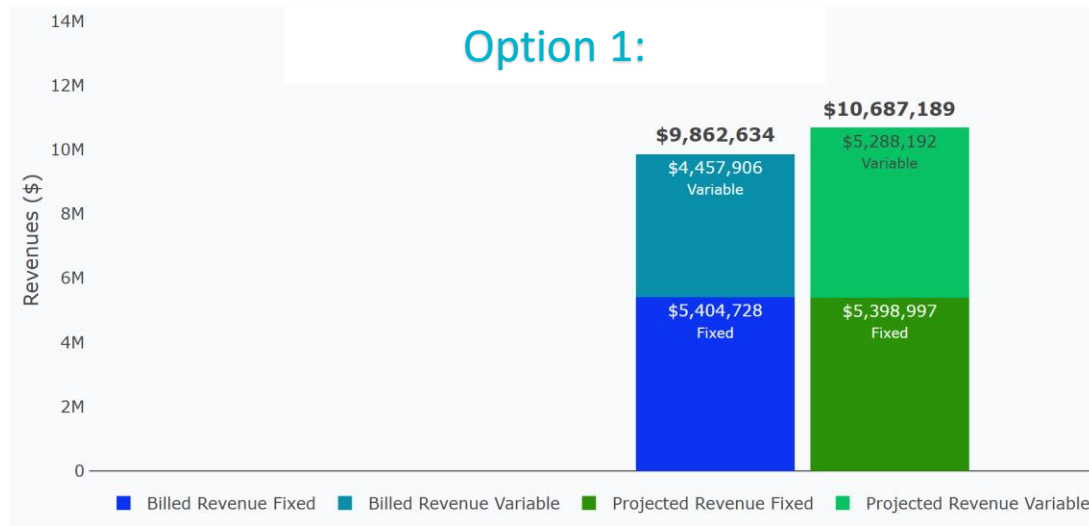


Designing Utility Rates in Waterworth

Compare multiple Rate Cards to see which performs best to achieve key goals:

- Revenues
- Equity
- Affordability
- Conservation
- Asset longevity

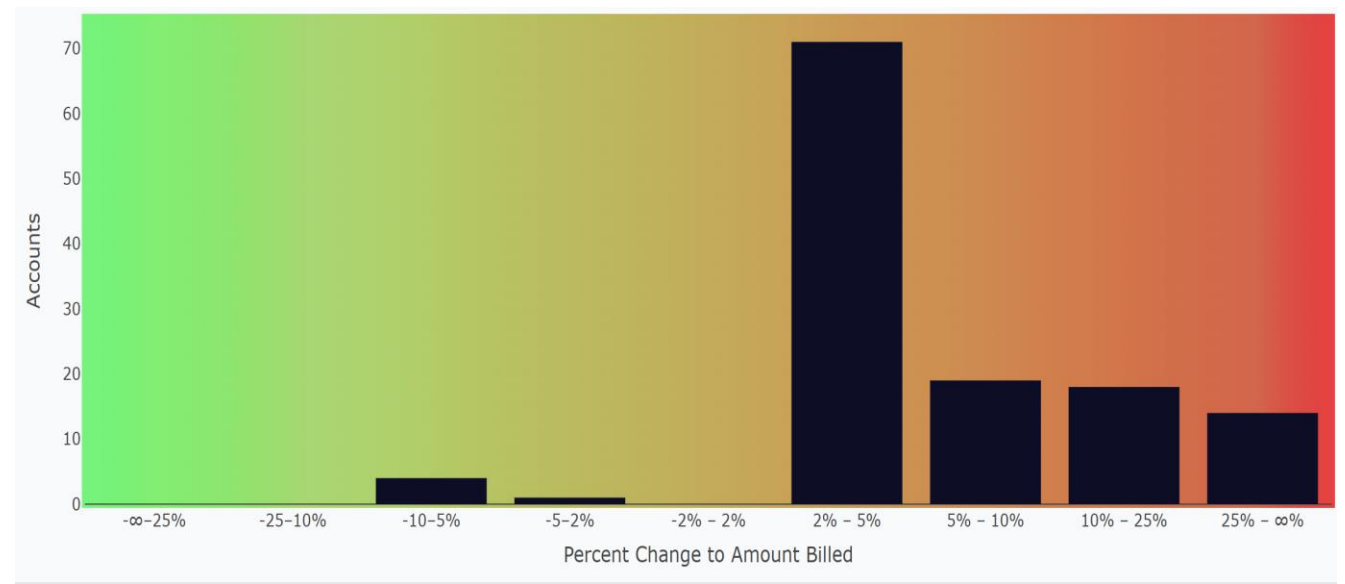
Rate Cards									+ Rate Card
Rate Card	Description	Start Year	Start Period	End Year	End Period	Date Created	Date Edited		Active
Northtown Rate Option 1		2023	1	2025	12	Feb 11, 2025	Mar 26, 2025	i	<input checked="" type="checkbox"/>
Northtown Rate Option 2		2023	1	2025	12	Feb 11, 2025	Mar 10, 2025	i	<input type="checkbox"/>



Measuring Billing Impact in Waterworth

Analyze detailed Before/After Bills on a highest-to-lowest impact scale:

Bill Parameters							Revenue	
Period	Billing Class	Meter Size	Billing Multiplier	Consumption [kUSG]	Csv Row	Account Id	Billed	Projected
8	Residential	5/8	1	1,013	38	12223-001	\$131	\$10,406
2	Residential	5/8	1	1,327	34	01357-001	\$6,461	\$13,615
3	Residential	5/8	1	805	289	02079-001	\$3,985	\$8,273
3	Residential	5/8	1	798	291	07683-001	\$3,949	\$8,196
2	Residential	5/8	1	779	295	05265-001	\$3,862	\$8,007
4	Residential	5/8	1	580	316	19247-001	\$2,915	\$5,963
2	Residential	5/8	1	543	322	14599-004	\$2,740	\$5,585
9	Residential	5/8	1	489	330	05218-001	\$2,558	\$5,035
3	Residential	5/8	1	463	335	03934-002	\$2,358	\$4,762
2	Residential	5/8	1	458	336	08049-001	\$2,334	\$4,710
4	Residential	1	1	226	419	10610-001	\$262	\$2,380
2	Residential	5/8	1	369	354	15124-001	\$1,911	\$3,797
1	Residential	1	1	349	363	09176-001	\$1,818	\$3,640



See overall % Billing impact of recommended Rate Card

Measuring Billing Impact in Waterworth

Drill down to an account-by-account basis to see the dollar difference between last year's bill, and next year's forecasted bill with the same consumption

Example CustomerID - 19996-001



All Public Funds & Services

1. Analyze many **Infrastructure-Based Services**
2. View **Aggregated Analysis**
3. Consistency of **Data Visualization**
4. Easier **Communication**

Select a service area to display.

To avoid this message in the future, change your preferences.

Northtown Water (Water)

Northtown Sewer (Wastewater)

Northtown Stormwater (Stormwater)

Northtown General Fund (General Fund)

Northtown Marina (Marina)

Northtown Streets (Road)

Northtown Solid Waste (Solid Waste)

Northtown Fire Rescue (Fire Rescue)

Northtown Airport (Airport)

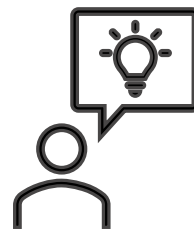
Northtown Electric (Electric)

Northtown Recycling (Recycling)

Northtown Fleet (Fleet)

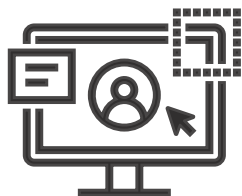
- Scenario building and analysis
- Ongoing advisory
- Remote council presentations

- Real-time planning and analysis
- Effortless collaboration
- Get the decisions you need



Fractional CSO

- Data onboarding = Zero learning curve
- Updates model with new data
- Model checks and validation



Cloud SaaS



Model Manager



INVOICE

Lorain, OH
200 West Erie Avenue
LORAIN OH 44052
USA

Invoice Date
8 Apr 2026

Invoice Number
INV-2178

Waterworth
PO Box 23118
Victoria, BC V8V 4Z8
Canada
-
www.waterworth.net
info@waterworth.net
1-844-34-WATER

Description	Quantity	Unit Price	Amount USD
Annual Waterworth Software Subscription (Water)	1.00	10,275.00	10,275.00
Annual Waterworth Software Subscription (Wastewater)	1.00	12,730.00	12,730.00

This invoice is towards software as a service that will be delivered over a 12-month period starting April 23, 2026, through April 22, 2027.

Equated amounts corresponding to the monthly value delivery will be credited to your account upon the completion of each month of software value delivered.

Subtotal 23,005.00

TOTAL USD 23,005.00

Due Date: 23 Apr 2026

Our preferred payment method is ACH. Please arrange ACH transfers for faster and more secure processing.

If necessary, checks should be made payable to Waterworth. Note that international postage is required for US customers paying by check.

For further details, please contact payments@waterworth.net.

GST: 789699329

IRS TIN: 98-1320761

For US customers, Waterworth is required by the IRS to provide a W-8-BENE instead of a W-9, contact us for a copy.



CITY OF LORAIN

Board of Control

2. e.

Meeting Date: 04/15/2026

Subject:

A request from the Lorain Utilities Admin Dept. for purchase orders not to exceed \$10,130. with UBY for the Instrumentation and Track Monitoring needed for the Root Rd. Sanitary sewer repair. Funding from G/L 6130.P613.6300.1500 Contractual Services

Attachments

BOC request form
Proposal UBY



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all the following questions for each request submitted >>>

1. Request Date: 04/15/26
2. Name of Department Submitting Request: City of Lorain Utilities Administration
3. Summary of Report: A request from the Lorain Utilities Admin Dept. for purchase orders not to exceed \$10,130. with UBY for the Instrumentation and Track Monitoring needed for the Root Rd. Sanitary sewer repair. Funding from G/L 6130.P616.6300.1500 Contractual Services
4. Name of Vendor: UBY USA INC
5. Amount: \$10,130.
6. Number of accounts to be used for funding: GL Account 6130.P616.6300.1500 Contractual Services

7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item.
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the city. Yes
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has the City Council approved and when? n/a

Norfolk Southern Pipe Jack Monitoring Instrumentation & Monitoring Proposal

TECHNICAL PROPOSAL

ADDRESSED TO:

DATE:	Apr 09th, 2026 – Rev_02	
CONTACT:	Kenny Campbell Business Development Director 518-961-0756	City Of Loraine Joe Cabonaro



[Titre]

Project Understanding

Project Description

This technical approach and scope of work is to provide a 2-month instrumentation and monitoring program to monitor the impacts of a pipe installation directly underneath the Norfolk Southern Railroad.

It is understood that the project is a single track railroad with a linear track distance for monitoring of approximately 100-200ft. with the primary area of work being restricted to an area of approximately 10ft.

UBY proposed scope of service

The scope of work for this phase of the pilot is to provide the following equipment and services:

- Qty 11 Worldsensing bi-axial Tiltmeters mounted on the railroad ties
- Qty 1 Worldsensing Cellular Gateway with solar power
- Installation and removal of the instruments
- Data hosting on the UBY Structure software platform
- Daily / weekly / monthly automated reports

Technical Approach

Tiltmeters and Gateway

Eleven wireless tiltmeters will be installed at exact locations to be determined during the installation. Ideally at a 25ft spacing along the railroad track. The tiltmeters will be fastened to the center of the railroad tie.

The wireless tiltmeters will measure rotation of the railroad tie.



One base unit gateway will be installed nearby to communicate with the wireless tiltmeters and forward the data to the remote server. The tiltmeters will collect data at 15 minute intervals. Faster or slower reading frequencies are possible. The data will be posted on the project specific UBY Structure monitoring platform (see additional details below).



UBY Structure Monitoring Platform

All the data collected from the instruments detailed above will be posted on the UBY Structure monitoring platform. UBY Structure web platform allows the visualization of instrument data in near real time.

Each user will be given their own access credentials and have the ability to configure the platform views to their own needs.



Smart structural monitoring

- Data spatialization
- Telegram alerts and automated reporting
- Ready-to-use calculation models
- Ability to replay data with different assumptions (re-baselining)
- Representation of contour lines, zone of influence
- Integrate 3rd party data through API or csv import
- Visualization of TBM progress relative to instrument data
- Integrate project schedule and visualize data compared to work progress

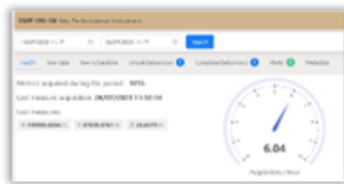
Graph representation

- Create graphs from raw data, 3rd party data or based on complex measurement calculation
- Select measurement period, add comments directly on the graph
- Several graph types available (scatterplot, gauge etc.)



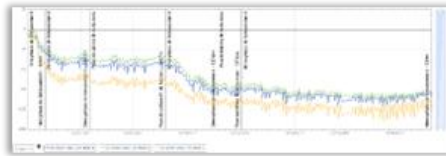
Sensor health status

- Data quality check and alerts
- AMTS cycles information, target acquisition comparison between cycles
- Access installation reports and calibration certificates



Configurable reports, automated alerts

- Define thresholds, receive alerts
- Create report templates for periodic reporting, specific areas etc.
- Add graphs, text, titles, pictures, comments etc.
- Select measurement period and version reports, print to pdf



Instrument Locations

As detailed above, the exact locations for the wireless tiltmeters and gateway will be evaluated during the installation phase. It is expected to be at 25ft spacing along the railroad.

Monitoring Duration and Lead Times

The pilot program will run for 3 months. We request 4 weeks from the notice to proceed to prepare all the equipment for shipping to the project.

Equipment Ownership

The equipment provided for this project will remain the property of UBY-USA. All equipment will be returned to UBY upon completion of the project.

Pricing

The tables below provide details of our fees to perform the scope of work defined in this proposal.

These fees are provided as a combination of lump sum and unit rate fees. Where exact quantities are not yet known, unit prices will be applied as best as possible.

Qty	Unit	Item #	Description	Unit Price (USD)	Total (USD)
1 Project management					
2	Month	PM	Project Manager	\$ 450.00	\$ 900.00
					\$ -
2 Sensors & Labor					
1	LS	FS_LOC	Field Service to install and commission monitoring system. Based on 2 Technicians 1 day	\$ 2,450.00	\$ 2,450.00
0	Tech / Day	FS_DR	Field Service for any additional maintenance. As needed.	\$ 1,250.00	\$ -
1	LS	FS_LOC	Field Service to remove equipment upon completion of the project. Based on 1 Technicians 1 day	\$ 1,250.00	\$ 1,250.00
					\$ -
22	Unit / Mo	WS_TM_R	Wireless Tiltmeter, per unit per month. Based on 6 units for 2 months	\$ 95.00	\$ 2,090.00
2	Unit / Mo	WS_GW_R	Gateway with solar and SIM card	\$ 650.00	\$ 1,300.00
1	LS	MISC	Misc materials for installation.	\$ 750.00	\$ 750.00
					\$ -
3 Platform & supervision					
2	Month	UBY_STRUCT	UBY-Structure software platform. Per month	\$ 450.00	\$ 900.00
2	Month	UBY_STRUCT_DM	Data Manager	\$ 245.00	\$ 490.00
					\$ -
				SUB TOTAL (USD)	\$ 10,130.00

Commented [ES1]: @Youssra BENNA Can you change the numbering and formatting as they are not matching

Commented [YB2R1]: Okay

Commented [YB3]: @Emeric SDE Please if you can confirm that the BOQ is correct because it doesn't match the structural quote

Commented [ES4R3]: @Youssra BENNA I have change the quotation to be right. I let you adjust the document

Commented [YB5R3]: Okay perfect thanx

Commented [ES6]: @Youssra BENNA : Please make sure to not show the first column (with the code G2A G2B etc...) this is intended for us only

Commented [YB7R6]: Okay noted thanks

1. Specific Terms & Conditions

SPECIAL CONDITIONS	
Validity	Offer is valid for 60 Days.
Currency	Currency of the amounts indicated: in USD.
Delivery	The mobilization period is estimated at 2-3 weeks, subject to review at the time of contracting. If additional mobilizations are required, additional charges may apply.
Working hours	Our standard working hours are Monday to Friday, 8:00 am to 5:00 pm. After business hours and holiday work will be quoted as needed.
Access & Security	<ul style="list-style-type: none"> - General Contractor to provide necessary access for UBY to install instruments. - Any necessary clearing and grubbing to be provided by the general contractor - It is the General contractor's responsibility to provide all approvals/authorizations and permits prior to starting the work. - General Contractor's duty to ensure the necessary security measures are in place.
Diagnostics	UBY standards diagnostic procedure will apply when applicable.
Maintenance	UBY will monitor the equipment remotely at a daily and weekly period. UBY will request onsite support from the customer with basic fault-finding activities. If needed, UBY will send a field technician to perform additional maintenance activities. Daily rate will apply.
Telecommunication network	UBY operates under the assumption that a 3G/4G wireless network is accessible. If this is not the case, it will be necessary for the General Contractor to supply Ethernet or Wi-Fi connectivity.
Responsibility	UBY General Terms and Conditions apply for responsibility.
Work Environment	UBY does not include any union labor in this proposal. Others to provide track access along with flaggers.
Administrative Authorizations / Permit	All the steps to obtain the administrative authorizations necessary for the proper execution of the service are the responsibility of the General Contractor.
Power supply and batteries	The provision of a continuous power supply adapted to the type of sensor and/or acquisition box and on-site, is the responsibility of the General Contractor, if not expressly mentioned in the financial proposal and ordered by the General Contractor.
	Similarly, any intervention on the site's electrical network is the responsibility of the General Contractor.
	Maintenance operations on UBY systems directly related to power cuts are the responsibility of the General Contractor.
Support	Support is provided by the UBY project manager in charge of operations.
Damage/loss theft	General Contractor shall set up the means of guarding and security of the equipment provided.
	In the event of theft, damage or loss, General Contractor shall bear the costs of replacement and reinstallation of lost, damaged or stolen equipment, and full compensation for the new replacement value.
Restoration of the premises	Restoration is not included in the above proposal from UBY. This task will need to be managed directly by the General Contractor.
Payment Terms	To be negotiated prior to acceptance of contract.

Insurance	<ul style="list-style-type: none"> - Employer Liability: \$1,000,000 - Auto Liability: \$2,000,000 - Commercial General Liability: \$1,000,000 per occurrence with an aggregate of \$2,000,000 - Excess Liability: \$5,000,000
Liability	<p>UBY, as a competent monitoring provider for the construction industry, will provide insight into monitoring data and reports. In case of threshold exceedance, UBY will help the Client investigate, suggest monitoring solutions, and will advise on the course of action. Although UBY is neither a design firm nor an engineering firm and the implementation of any additional monitoring or any change in the design or the Project remains Client responsibility.</p> <p>The liability of UBY shall at all times be limited to one time the total sum of this agreement.</p>
Price Revision	<p>An escalation rate of 3% will apply after the second year; this is not included in the price currently provided. The prices are established based on the economic conditions as of February 2026.</p>
Techniques	<p>Our offer is defined based on the level of assumptions. Should an alternate or additional specification be provided that necessitates different or additional instrumentation, UBY retains the right to revise our proposal as needed.</p>

Terms & Conditions:

UBY General Terms and Conditions of Sale

UBY, a French simplified joint stock company (*Société par Actions Simplifiée*) with a share capital of €19,992,132, having its registered office at 24, avenue Hoche, 75008 Paris, registered in the Paris Trade and Companies Register under number 900 305 012.

Represented by Laurent Mareuge in his capacity as Chief Executive Officer, duly empowered for the purposes hereof (hereinafter "**UBY**").

The purpose of these general terms and conditions of sale (hereinafter the "**Terms and Conditions**" or "**T&C**") is to set out the terms and conditions on which UBY will provide services to its customers (hereinafter the "**Customer(s)**"), whose details will be specified on UBY's estimate or order form.

These T&C govern performance of the services provided by UBY to the Customer. They take precedence over the Customer's general terms and conditions of purchase or use.

The contractual documents (hereinafter the "**Contract**") comprise:

- these T&C accepted unconditionally by the Customer and supplemented by the Customer's estimate or order form; or
- these T&C supplemented or amended by the special terms and conditions agreed by the parties and by the Customer's estimate or order form.

The signature of special terms and conditions by the parties automatically entails acceptance of these T&C.

1. Software

The Software proposed is described in the technical proposals attached to the commercial proposals (hereinafter the "**Software**").

The Software is hosted on UBY's servers and maintained by UBY. The Software is provided to the Customer in the form of 'software as a service' accessible from a website via a high-speed broadband connection (at the Customer's expense).

2. Services

The Services proposed are described in the technical proposals attached to the commercial proposals (hereinafter the "**Services**").

3. Working hours

Prices apply to normal working hours (between 8.30 am and 6.30 pm), 7½ hours per day, Mondays to Fridays.

No on-call service outside of these working hours is included. UBY employees do not carry out any work (either onsite or remotely) during weekends or national holidays.

4. Access and security

All specific clearances and means of access to the working and installation locations, as well as the associated costs, are at the Customer's expense.

General contractor provide all necessary mean of access required. UBY will not be responsible for providing site access.

Sensors will be installed using a platform ladder at a maximum height of 4 meters. Work at heights (above 4 meters) requiring specific access methods will be examined on a case-by-case basis.

Work at even greater heights (using a lift platform, etc.) will be at the Customer's expense.

Applications for administration authorization to occupy or close the public or private domain are at the Customer's expense.

The supply of non-standard PPE required by the worksite is at the Customer's expense.

5. Surveys

Prices do not include asbestos surveys, asbestos removal or treatment of polluted sludge. The proposal does not include surveys of asbestos and lead content in coatings. The proposal does not include the collective and personal protective equipment required if asbestos or lead is present, nor the time required for decontamination or preparation of areas and equipment and disposal by the appropriate means.

6. Worksite installations

Offices for onsite staff and the related furniture and sanitation facilities are at the Customer's expense.

The supply of electricity, telephone lines and optic fibre or high-speed broadband connection in the offices is at the Customer's expense.

7. Expert assignments, meetings, reports

All expert assignments are at the Customer's expense.

The preparation of customised reports other than standard reports generated by the platform is not included.

The presence or organisation of meetings with stakeholders is not included.

8. Maintenance

UBY will provide all the human and material resources required to make the Software available in compliance with the undertakings made in the Service Level Agreement to ensure continuity of access to the Service.

UBY has sole responsibility for corrective maintenance and development of the Software.

The Services may occasionally be suspended in order to carry out maintenance required for UBY's servers to operate correctly. UBY cannot be held liable for the consequences of such unavailability on the Customer's business operations.

UBY will perform its Services in compliance with the Service Level Agreement. UBY cannot guarantee continuity of the Services requiring an Internet connection, which the Customer expressly accepts.

The Customer is advised that technical contingencies inherent in telecommunications networks may lead to disruptions in data access or collection. UBY cannot be held liable for the unavailability or slowdown of the Services.

The Customer should promptly report any anomaly to UBY either by email at the address indicated in Appendix [X] or using the 'support' button provided in the Software. UBY will then analyse the anomaly and make any necessary corrections.

UBY is not responsible for maintenance in the following cases:

- Customer's refusal to cooperate with UBY in resolving anomalies, and in particular to answer questions and requests for information;
- failure to use the Products, software and hardware, in the manner intended or as defined in the Documentation;
- unauthorised modification of the Software by the Customer or a third party;
- Customer's failure to comply with its obligations as defined in the Contract;
- use of software, software suites or operating systems that are not compatible with the Software;
- failure of electronic communications networks;
- wilful damage, malicious act or sabotage;

- deterioration caused by an event of *force majeure* or improper use of the Software.

Any maintenance work arising from the above situations could cause the Software and/or Service to be temporarily unavailable.

9. Telecommunications network

3G, 4G, GPRS or LoRa network coverage is required onsite for data transmission purposes. If there is no network coverage, measurements will have to be retrieved onsite (option not considered in our offer).

UBY cannot be held liable for any malfunction of the telecommunications network and subsequent loss of data.

10. Environmental or climate limitations

UBY cannot be held liable for any limitations inherent in the topographic measurement technique (e.g., adverse weather conditions such as fog, rain, snow, dew, mist, or soiling of lenses caused by the site work or obstacles or machinery positioned between the total station and the targets obstructing the line of sight, etc.).

11. Topographic network

Our offer includes the topographic surveys of the installation positions and the topographic services for the installation of the instruments, based on the Client traverse network. The Client must provide at least three points of control of the traverse network within a radius of 50 metres from UBY instruments.

12. Sub-contracting

UBY reserves the right to appoint sub-contractors to assist it in supplying the Services.

13. Insurance / Wages

UBY states that it is covered by an insurance policy.

14. New facts or events

Prices are based on the services and the forecast duration of the worksite indicated in our offer. In the event of additional, unscheduled assignments, time overruns or delays outside our control, a revaluation of our services will be requested pro rata to the actual time spent or inactive time (upon justification by us and based on the unit prices indicated below). Depending on the amounts and the Customer's decisions, this revaluation will be either:

- set out in amendments to the contract negotiated with the project owner jointly by and with the Customer; or

- borne directly by your client.

15. Intellectual property over the Software

UBY is and shall remain the sole holder of all intellectual property rights related to the Software and the Services, and in particular its know-how, the Software source code, algorithms, computer programs, any modelling, adaptations and settings, documents, and its trademark and logo related to the Software and the Services.

UBY grants a right strictly limited to use of the Software for performance of the Contract. This right is non-exclusive and non-transferable.

The Contract shall not have the effect of or be construed as transferring an intellectual property licence of any kind over all or part of the rights owned by the Service Provider.

More specifically, the Customer may not:

- reproduce or display the Software or its Documentation in any way whatsoever, or alter or hide the trademarks, distinctive signs or notice of copyright;
- do anything whatsoever to the Software for any reason, including for the purpose of correcting errors, adding a development or carrying out corrective maintenance, as this will be done by the Omniscient Project;
- modify or seek to modify a technological measure, decrypt an encrypted element or avoid, circumvent, delete, deactivate or disrupt a technological measure designed to protect the Software.

16. Personal data processing

In these T&C, the term "Personal Data" means all information relating directly or indirectly to an identified or identifiable person.

During the course of the Contract, UBY may process Personal Data in the capacity of data processor and undertakes to comply with the applicable regulations.

UBY will not process Personal Data anywhere other than in the European Union (with the exclusion of the United Kingdom) without the Customer's express prior consent.

Should the Customer authorise UBY to process Personal Data outside the European Union including the United Kingdom, UBY undertakes to sign or, as applicable, to procure that its sub-processor signs the latest applicable versions of the Standard Contractual Clauses (SCC) proposed by the European Commission's implementing decision 2021/914/EU dated 4 June 2021 and, more generally, to provide all the necessary guarantees enabling the Customer

to ensure that any such processing is carried out in strict compliance with the applicable rules.

UBY will not retain any Personal Data beyond the term set out in the Contract. At the end of that term, UBY will either permanently delete the Personal Data still in its possession or return it promptly, according to the Customer's instructions.

In accordance with Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR"), UBY undertakes as follows:

- to process the Personal Data only on instruction from the Customer;
- not to use the Personal Data for any other purpose other than strict performance of the Contract;
- not to engage a sub-processor to process the Personal Data without the Customer's prior written authorisation;
- keep a record of all categories of processing activities carried out on behalf of the Customer in accordance with Article 30 of the GDPR;
- cooperate with the Customer, through appropriate technical and organisational measures and/or by providing the Customer with all necessary information or assistance, permitting them to meet the applicable legal and regulatory requirements with regard to processing;
- inform the Customer promptly and no later than twenty-four (24) hours after becoming aware of any event which could present a risk to the security of the Personal Data;
- provide the Customer with all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer;
- perform the Contract in compliance with the security requirements set out in Article 32 of the GDPR;
- ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Apart from the processing identified above, should UBY process Personal Data as part of its own processes in the capacity of data controller for the purposes of performing and/or monitoring the Contract, UBY will ensure that such processing is carried out in compliance with the rights of the relevant data subjects and the applicable regulations, in particular the GDPR.

17. Confidential information

For the purposes of this Article, the term "Confidential Information" means all information, no matter what the content, origin, subject or medium, communicated by the parties or to which the parties have had access with respect to or during performance of the Contract. Such information is strictly confidential without it having to be identified as such whether orally or in writing. More particularly, the personal data to which the parties may have access during performance of the Contract are considered to be Confidential Information.

The parties undertake to inform their agents, representatives, sub-contractors or advisers of these obligations and shall procure that such agents, representatives, sub-contractors or advisers comply strictly with the said laws and regulations.

The parties agree not to disclose such Confidential Information.

The non-disclosure agreement set out in this Article does not apply to information which (i) was in the public domain prior to its disclosure or communication or which fell into the public domain after its disclosure, provided that there was no breach of the Contract; (ii) must be disclosed pursuant to the applicable laws and regulations or an enforceable court decision; (iii) is disclosed for legitimate reasons to persons who are under a duty of professional secrecy such as officers of the court, accountants or auditors; (iv) was already in the possession of a party at the time of its disclosure.

The parties undertake to use the Confidential Information only for the purpose of performing the services and to disclose it to sub-contractors only on a need-to-know basis for performance of the services.

The parties shall procure that their agents and any sub-contractors comply with this non-disclosure agreement.

This non-disclosure agreement will remain valid for a period of two (2) years after the Contract terminates for whatever reason.

18. Billing and payment

UBY will bill the Customer for the services provided on the terms and conditions set out in UBY's contractual documentation (commercial proposal, etc.).

Billing will begin on the installation date indicated in the Customer's order.

Notwithstanding any provision to the contrary indicated on the invoice, invoices sent by UBY to the Customer shall be paid by bank transfer no later than thirty (30) days after the invoice date.

Any delay in payment will automatically lead to the application of penalty interest calculated at a rate of three (3) times the legal interest rate, payable as of the day after the final payment date, plus a fixed fee of forty euros (€40) (Article D.441-5 of the French Commercial Code) for recovery costs. Such fee is not subject to VAT and its amount is not included in the basis for calculating penalty interest.

19. Renewal and price revision

Tacit renewal for periods of 12 months.

Prices may be revised annually on the anniversary date of the Contract, based on the higher of the change in the two following prices indices:

- Syntec index: $P1 = S1/S0 \times P0$ where:

P1 = revised price

S1 = last known Syntec index on the anniversary date of the revision

S0 = last published Syntec index on the Contract execution date

P0 = initial Contract price

- French domestic producer price index (A17 C3) for electrical, electronic and computer equipment and machinery (INSEE ID 010534459): $P1 = S1/S0 \times P0$ where:

P1 = revised price

A1 = last known A17 C3 index on the anniversary date of the revision

A0 = last published A17 C3 index on the Contract execution date

P0 = initial Contract price

20. Legal value of an electronic signature

Articles 1366 and 1367 of the French Civil Code recognise the legal value of electronic writing and signature in the same way as writing on paper and handwritten signature and the Parties therefore expressly agree that these T&C may be signed by a simple electronic signature process within the meaning of Regulation (EU) 910/2014, implemented by the service provider selected by UBY. The service provider selected by UBY is a qualified trust service provider as defined by Regulation (EU) 910/2014.

The electronic signature process uses a reliable signatory identification process which guarantees its relationship with the associated document, integrity of the signed document's content and consent of the signatory or signatories to the document content.

All electronically signed documents will be sent to the signatories and kept in an electronic filing system with probative value able to duly identify the signatories and guarantee the document's integrity.

Consequently, the parties expressly agree that all electronically signed documents:

- constitute the original of the document;
- are prepared and retained under conditions able to guarantee their integrity and authenticity; and
- constitute literal proof within the meaning of Article 1365 of the French Civil Code, have the same probative force as writing on paper in accordance with Article 1366 of the French Civil Code and are enforceable between the parties and against any third parties.

Accordingly, the electronically signed document constitutes proof of its content, the identity of its signatory or signatories

and their consent to the *de facto* and *de jure* obligations and consequences arising therefrom.

21. Anti-corruption and prevention of conflicts of interest

The parties shall comply with the national laws and regulations on anti-corruption and bribery applicable to them in the course of their business activities related to performance of the Contract (hereinafter the "**Provisions**") and to abide by the rules set out in the Bouygues group's Code of Ethics, which can be found on bouygues.com under CSR & Sustainable Development, Dialogue with our stakeholders ([Dialogue with our stakeholders - Bouygues](#)).

This undertaking requires the parties to take appropriate anti-corruption measures.

In the course of their business activities, the parties shall refrain from any behaviour that could favour or place one of the other party's employees or executives in a situation of conflict of interest with their company.

The parties shall procure that any person under their responsibility or acting in their name and on their behalf complies with the terms of this Article.

The parties are advised that failure to comply with the terms of this Article could harm Bouygues' image and could, depending on the gravity of the situation, lead to the application of appropriate measures, including termination of the Contract, without prejudice to the right to seek compensation for the harm sustained.

22. Force Majeure

Neither UBY nor the Customer will be considered in breach of the Contract or having failed to comply with their contractual obligations to the extent that performance of their obligations is prevented or delayed by an event of *force majeure* beyond their reasonable control as defined in the first paragraph of Article 1218 of the French Civil Code or any case law determined in application of that Article.

The party affected by the event of *force majeure* shall notify the other party promptly by the most reasonable means in view of the situation, nature and circumstances of the event.

During the period of thirty (30) days following such notice, the parties shall use best efforts to reach an agreement on the extension of time required to perform the obligation affected by the event of *force majeure*.

If the parties fail to reach such agreement within the period of thirty (30) days, the affected party may terminate the Contract without notice on the grounds of *force majeure*.

Notwithstanding the principles set out in second paragraph of Article 1218 of the French Civil Code, the parties shall, if they so wish, negotiate the termination of the Contract should the event of *force majeure* prevent performance on a permanent basis.

23. Termination

Either party may terminate this Contract should the other party breach one of its contractual obligations and fails to remedy such breach within fifteen (15) days of receiving a formal notice to perform sent by registered mail return receipt requested. Termination will become effective upon the party wishing to terminate the Contract giving notice thereof by registered mail return receipt requested.

24. Liability

UBY undertakes to provide the services subject of the Contract with all due care and attention and in compliance with the relevant professional standards.

UBY's solution is a site monitoring solution and should not be used by the Customer as the sole basis for committing to site work, other work or resources based solely on UBY data and, in any event, the Customer has sole responsibility for the work it carries out. UBY data are indicative and should not be used as the basis for a decision entailing liability with respect to the site work without further expert analysis.

The following information and requirements, which are necessary for operating the Software and the Services, are not included in UBY's scope of supply, unless otherwise specified in the offer, and are the Customer's responsibility.

- selection of structures, areas, to be inspected and monitored.
- determination of the location of the sensors (UBY may nevertheless be called upon to give advice in this field or to share its experience at the express request of the Customer.
- definition of reporting criteria (formats, content, definition of events giving rise to an alert, etc.).
- initial and subsequent verification of the suitability of the Software and Services for the Customer's needs
- data interpretation.

The Customer agrees that UBY's entire liability in connection with this Contract is limited to an amount not exceeding 10% of the total sum actually paid by the Customer for the services in an average year during which the services were performed.

25. Assignment

The Contract is a personal agreement.

Accordingly, the Customer may not assign or otherwise transfer all or part of the Contract without UBY's prior written consent. To that end, the Customer shall notify UBY in writing if it wishes to assign or otherwise transfer the Contract. UBY will give the Customer its decision to accept or refuse no later than one (1) month after receipt of the Customer's notice. Failing that, the assignment or transfer will be deemed to have been refused.

The Customer shall notify UBY by registered letter return receipt requested promptly and in any case before the occurrence of one of the following events: change of control of the Company within the meaning of Article L. 233-3 of the French Commercial Code, or any merger, demerger or business spin-off to the benefit of one of UBY's competitors.

In such case, UBY will have the right to terminate the Contract forthwith without any compensation being due or to require any warranties it deems necessary from the Customer. The

Customer authorises UBY to assign, freely and unconditionally, all or part of the Contract to a legal entity that does not conduct a business activity in strict competition with that of the Customer.

UBY will give the Customer prior written notice of any such assignment. Assignment of the Contract will release UBY from its obligations to the Customer.

26. Choice of law and jurisdiction

These T&C are governed by the laws of France.

Any dispute arising out of the execution, interpretation, performance or termination of this Contract will be submitted to the competent courts within the jurisdiction of the Paris Appeal Courts



CITY OF LORAIN

Board of Control

2. f.

Meeting Date: 04/15/2026

Subject:

A request from the Department of Public Property, Streets Division, for guardrail repair by Lake Erie Construction Company at 2 locations: West Erie/West 21st Street Eastbound split, and 6100 South Broadway for a total amount not to exceed \$11,850.00. Funding will be through Streets Contractual Services account 2010.R201.3140.6300.1500. Lake Erie Construction is the only regional provider of this type of repair and also holds the ODOT contract for same.

Attachments

quote
BOC form



**BOARD OF CONTROL
REQUEST FORM**

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 4/14/2026
- 2. Name of Department Submitting Request: Public Property, Streets Division
- 3. Summary of Report: A request from the Department of Public Property, Streets Division, for guardrail repair by Lake Erie Construction Company at 2 locations: West Erie/West 21st Street Eastbound split, and 6100 South Broadway for a total amount not to exceed \$11,850.00. Funding will be through Streets Contractual Services account 2010.R201.3140.6300.1500. Lake Erie Construction is the only regional provider of this type of repair and also holds the ODOT contract for same.
- 4. Name of Vendor: Lake Erie Construction Company
- 5. Amount: \$11,850.00
- 6. Number of account to be used for funding: 2010.R201.3140.6300.1500
- 7. VENDOR DETAIL

Sole Source Vendor - No State Purchasing Vendor - Yes

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Lake Erie Construction Company \$11,850.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? No
- 10. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. g.

Meeting Date: 04/15/2026

Subject:

A request from the Department of Public property, Parks Division, for refurbishing of the basketball court at Lakeview Park South by New Era Surfacing for an amount not to exceed \$6,314.00. Funding will be through account 1010.B200.6300.1500. Lions International and Lorain Lions Club are providing the funds for this project.

Attachments

quote
BOC form



NEW ERA SURFACING

FROM

Marc Carruthers

Owner

567-403-8939

New Era Surfacing

1744 Vesta Road

Wakeman, OH 44889

www.newerasurfacing.com

PHONE

567-403-8939

FOR

CITY OF LORAIN

TO

Eric Lahetta

EMAIL

Eric_Lahetta@cityoflorain.org

QUOTE NUMBER

141

DATE

January 15, 2025

EXPIRY DATE

September 19, 2025

ESTIMATE FOR LAKEVIEW SOUTH BASKETBALL COURT

SPORTMASTER COLORPLUS SYSTEM

MATERIALS

PROVIDE ALL MATERIALS TO INSTALL THE PROPOSED SYSTEM.

0.77
x 4,100
3,157.00

LABOR

FURNISH ALL LABOR AND EQUIPMENT TO INSTALL PROPOSED SYSTEM.

SCOPE OF SERVICES

1. Clean areas to receive coating of dirt and loose debris.
2. Apply 2 coats of filler course.
3. Apply 2 coats of color, in accordance with manufacturer's instructions.
4. Apply line markings primer, after masking tape has been laid, to prevent bleed-under. Apply 1 coat of line paint in accordance with manufacturer's instructions.

0.77
x 4,100
3,157.00

Total

\$6,314.00

TERMS AND CONDITIONS

Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions. Up to 10 square yards is calculated in this estimate, additional leveling required it will be an additional charge of \$118.00 per square yard.

A 50% deposit is due upfront. The remaining balance is due upon receipt of the final invoice, which will be provided to the client within 7 days after the project has been completed. Acceptable methods of payment include cash, check, and electronic payment. Late payments are subject to a 2% late charge. Late charges will be applied every 30 days an invoice remains unpaid.

The client is responsible for all applicable federal, state, and local taxes levied on the transaction as described in this estimate. No tax exemptions will be recognized unless a valid tax exemption certificate is provided.

By accepting the terms of this estimate, New Era Surfacing will perform the services as described in this document. Any additional work not covered in this estimate will incur additional charges.

This estimate is valid for 14 days.

Price does not include independent testing.

Price includes one mobilization fee, any other mobilizations at no fault of NES will be \$5,000.00.



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 4/14/2026
- 2. Name of Department Submitting Request: Public Property, Parks Division

3. Summary of Report:

A request from the Department of Public Property, Parks Division, for refurbishing of the basketball court at Lakeview Park South by New Era for an amount not to exceed . Funding will be through account 1010.B200.6300.1500. New Era has provided court surfacing for our tennis/pickleball courts and is the vendor able to provide and apply this same surfacing.

- 4. Name of Vendor: New Era Surfacing
- 5. Amount: \$6,31400
- 6. Number of account to be used for funding: 1010.B200.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes State Purchasing Vendor - No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 New Era Surfacing \$6,314.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? No
- 10. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. h.

Meeting Date: 04/15/2026

Subject:

A request from The Department of Public Property, Parks Division to purchase a radio telemetry system for the fountain at Veterans Park for an amount not to exceed \$9,410.00. Funding will be through account 1010.B200.6300.1500, Parks Contractual Services.

Attachments

BOC form



**BOARD OF CONTROL
REQUEST FORM**

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: _____ April 13, 2026

2. Name of Department Submitting Request: _____ Parks and Recreation Department

3. Summary of Report: The Parks and Recreation Department requests permission to purchase a radio telemetry system for the fountain located at Veterans Park from Pro-Tech Systems Group. Over the past several years, the pump vault has experienced water intrusion and sump pump failures, resulting in extensive damage to electrical components and pump equipment. Integrating this system into the Utilities Department's SCADA system will provide 24-hour monitoring and immediate notification of any equipment failures, allowing for timely response and helping to prevent further costly damage. Ro-Tech Systems Group is the proprietary professional services contractor for all SCADA systems within the Utilities Department, ensuring compatibility and continuity with existing infrastructure. The total cost for this purchase is \$9,410.00. Funding for this project will be provided through...

4. Name of Vendor: _____ Pro-Tech Systems Group.

5. Amount: \$ _____ Nine Thousand Four Hundred Ten Dollars and ⁰⁰/₁₀₀ \$9,410.00

6. Number of account to be used for funding: 1010 . B200 . 6300 . 1500

7. VENDOR DETAIL

Sole Source Vendor - **Yes** State Purchasing Vendor - **Yes**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

- Vendor #1 _____
- Vendor #2 _____
- Vendor #3 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. **Yes**

9. Is the amount requested due to a change order? **Yes / No**

10. If necessary, has City Council approved and when? _____



October 21, 2025
Q225419revised

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTEINC.COM

Subject: Lorain Parks Veterans Memorial Fountain Telemetry

Thank you for the opportunity to provide a quotation for the Lorain Parks Veterans Memorial Fountain Telemetry. Pro-Tech Systems Group is quoting the following equipment per the following items:

- **(1) Telemetry Panel for Veterans Memorial Fountain**
 - Utilize PLC, Ethernet Switch and Other Components from Middle Ridge Panel components removed and provided by Customer for remounting by Owner
 - **(1) Cellular Modem Configuration and Installation by Pro-Tech**
 - PLC to be sent to Pro-Tech by Owner for Reprogramming
- **Instrumentation**
 - **(1) Wet Floor Sensor w/ 30' Cable**
 - **(1) Ambient Temperature Transmitter**
- **PLC Programming**
 - **Wet Floor Alarm**
 - **Low Temperature Alarm**
 - **Run Status for 1 Pump**
- **Instrumentation Calibration and Startup**
- **SCADA Development at WTP for Monitoring and Alarming**
- **Installation by Owner**
- **Startup and Commissioning**

Pro-Tech Systems Group Price **\$9,410.00**

Yearly Annual Cellular Service \$456.00 billed separately

***Instrumentation Calibration and Startup**

- **On-Site Instrumentation Calibration and Controls Startup is Based on (1) mobilization for (8) hours. If instrumentation, Control Panels or Network Components are not ready for Scheduled Startup and additional mobilizations will be required, additional costs will be incurred.**



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TELEPHONE: (330) 773-9828
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*The contract price for this Municipal construction project has been calculated based on the current prices for the component building materials. However, the market for the Instrumentation and Controls materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. Pro-Tech Systems Group, Inc. agrees to use our best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this Municipal construction project, the Builder agrees to pay that cost increase to the Pro-Tech Systems Group, Inc. Any claim by the Pro-Tech Systems Group, Inc. for payment of a cost increase, as provided above, shall require written notice delivered by the Builder to the Owner stating the increased cost, the Instrumentation and Control material or materials in question, and the source of supply, supported by invoices or bills of sale.

Standard Exclusions

Our scope EXCLUDES the mounting/installation of all devices (enclosures, instruments, field devices, etc); Field and interconnect wiring drawings; Conduit schedules; All piping (including spool pieces), conduit, wiring, cabling, and mounting hardware; Phone lines, radio towers, repeaters, poles, masts, and mounting; Installation and termination of all wiring and cabling; Furniture.

Standard Terms and Conditions of Sale

We offer our standard **TERMS AND CONDITIONS OF SALE** as Attachment 1. Issuance of an order or acceptance of this proposal constitutes acceptance of the included conditions and all conditions in Attachment 1.

Standard lead times

Submittals – 8-10 weeks

Panels – 6-10 weeks from date of release

Long lead items involving instrumentation will be clarified during the submittal process.

Many of Pro-Tech Systems Groups suppliers have advised that until further notice they reserve the right to amend the delivery date, the price and the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the Covid-19 pandemic. Be advised the Pro-Tech Systems Group, Inc. considers the Covid-19 related changes imposed by our manufacturers and suppliers as outside of its reasonable control and subject to Force Majeure provisions.

This quote is valid for a period of 30 days. If you have any questions concerning this quotation, please call.

Best Regards,

A handwritten signature in black ink, appearing to read 'Chris Viar', written in a cursive style.

Chris Viar
Project Estimator



October 21, 2025
Q225419revised

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AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTEINC.COM

Pro-Tech Systems Group Terms and Conditions

ACCEPTANCE of this Order is expressly conditioned on Buyer's agreement that the terms and conditions set forth herein, together with any plans or specifications approved in writing by **Pro-Tech Systems Group**, are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter thereof. No amendment, modification or waiver of the terms and conditions of this order shall be binding on **Pro-Tech Systems Group**, unless made in writing and signed by an authorized representative of **Pro-Tech Systems Group**. Any additional or different terms and conditions contained in Buyer's proper orders or responses to the Order shall be deemed objected to by **Pro-Tech Systems Group** without need of further notice of objections and shall not be effective or binding unless assented to in writing signed by an authorized representative of **Pro-Tech Systems Group**. Buyer shall be deemed to have assented to all terms and conditions contained herein upon performance or part performance by **Pro-Tech Systems Group** under this contract. Should there be a conflict with any terms or conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

TERMS OF PAYMENT: 20% Payment on customer receipt of submittals, 80% Payment on multiple invoices. Net cash thirty (30) days, with a discount of one percent (1%) net cash ten (10) days allowed. A service charge of one and one-half percent (1 1/2%) per month will be added to unpaid balances after thirty (30) days. If Buyer's financial condition at any time does not justify continuance of the work to be performed by **Pro-Tech Systems Group** hereunder on the agreed terms of payment, **Pro-Tech Systems Group** may require full or partial payment in advance. In the event Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, **Pro-Tech Systems Group** shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Buyer and shall receive reimbursement for its proper cancellation charges. **Pro-Tech Systems Group's** rights under this provision are in addition to any other rights available to it at law or in equity.

RETAINAGE: Pro-Tech Systems Group, Inc., Inc will allow a maximum retainage of 4% on labor only, payable within 30 days of completion of Pro-Tech Systems Group, Inc. work.

TAXES: The price quoted in this contract does not include any taxes and in the event taxes of any nature are assessed, they shall be added to the price herein, unless Buyer is exempt from tax and demonstrates such exemption to the satisfaction of **Pro-Tech Systems Group**.

WARRANTIES: **Pro-Tech Systems Group** warrants to Buyer that equipment furnished pursuant to this contract will be free from defects in material, workmanship and title and will be of the kind and quality specified in **Pro-Tech Systems Group's** quotation.

The foregoing equipment warranties (excluding the warranty of title) shall terminate one (1) year after the date of completion of the work or shipment of the part, requiring correction under this warranty.

Pro-Tech Systems Group warrants to Buyer that software furnished pursuant to this contract will be free from defects and will be of the kind and quality specified in **Pro-Tech Systems Group's** quotation.

The foregoing software warranties (excluding the warranty of title) shall terminate ninety (90) days after the date of completion of the work or shipment of the part, requiring correction under this warranty.

If any product covered by this contract fails to meet the foregoing warranties (except title), Buyer's exclusive remedies shall be for **Pro-Tech Systems Group** to correct any such failure by either (at the option of **Pro-Tech Systems Group**) replacing defective parts or repairing any defective parts of the equipment. **Pro-Tech Systems Group** shall not be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures. Any portion which does not so conform will be corrected by **Pro-Tech Systems Group** upon notification by the purchaser. Upon expiration of the warranty period, all liability of **Pro-Tech Systems Group** for its equipment and services shall terminate.

Pro-Tech Systems Group limits its warranty on components not manufactured by **Pro-Tech Systems Group** to the conditions and duration of warranty offered to **Pro-Tech Systems Group** by the component manufacturer.

DISCLAIMER AND INTELLECTUAL PROPERTY STATEMENT: The materials comprising these documents are provided by Pro-Tech Systems Group, Inc. ("PTSG") as a service to its customers on an "as-is, as-available" basis for informational purposes only. PTSG assumes no responsibility for any errors or omissions in these materials. PTSG makes no commitment to update the information contained herein.

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October 21, 2025
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PTSG's names and logos and all related trademarks, trade names, and other intellectual property are the property of PTSG and cannot be used without its express prior written permission.

NO CLAIMS FOR DIRECT OR CONSEQUENTIAL DAMAGES SHALL BE ALLOWED.

PRO-TECH SYSTEMS GROUP DISCLAIMS ANY MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE PRODUCTS BEING SOLD PURSUANT TO THIS CONTACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT OF THIS CONTRACT.

LIMITATION OF LIABILITY: Pro-Tech Systems Group shall not be liable for special, incidental, or consequential damages under any circumstances, including, but not limited to, loss of profits or revenue, loss of use of equipment, or cost of temporary equipment. Pro-Tech Systems Group's maximum liability, whether based in contract, tort (including negligence), or otherwise shall not exceed the price of this contract.

Unless otherwise specifically agreed to in writing by an authorized officer of Pro-Tech Systems Group, no Buyer, representative or any other person shall have the right to examine or audit Pro-Tech Systems Group's cost accounts, books, or records of any kind on any matter, or be entitled to or have control over any engineering or production prints, drawings, or technical data which Pro-Tech Systems Group, in its sole discretion, may consider in whole or in part, proprietary to Pro-Tech Systems Group.

DELAYS: Pro-Tech Systems Group will not be liable for any delay in the performance of this contract or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or other cause or causes (whether or not similar in nature to any of those herein above specified) beyond its control.

QUOTATIONS: This quotation will expire thirty (30) days from its date unless otherwise stated in the quotation or extended in writing by Pro-Tech Systems Group.

PRICE POLICY: Prices are net to all purchasers. Prices are firm for contracts completed within one (1) year from the date of quotation. Equipment or services delivered beyond one (1) year from date of quotation will be subject to price escalation of one-half percent (1/2%) per month or greater based on supplier increases.

DELIVERY: Unless otherwise specified by Pro-Tech Systems Group delivery will be made and title passed F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by Pro-Tech Systems Group, such products are to be received and unloaded by Buyer at Buyer's expense and risk.

GOVERNING LAW: The law of the State of Ohio shall govern the validity, performance, interpretation and the effect of this agreement.

AMENDMENTS: This contract may not be modified nor rescinded in any manner except by the written agreement of both Buyer and Pro-Tech Systems Group.

Upon acceptance of the agreement Pro-Tech Systems Group will require a full set of plans and specs w/ addendums, project start and completion dates, and a project schedule.

The above Standard Terms and Conditions are accepted:

By: _____
Title: _____
Date: _____



CITY OF LORAIN

Board of Control

2. i.

Meeting Date: 04/15/2026

Subject:

A request from the Department of Public Property, Parks Division, to purchase basketball hoop systems from Pro Dunk Hoops for an amount not to exceed \$6,000.00. Funding will be through account 1010,B200.6300.1500. Lions International and Lorain Lions Club are providing funding for this project per Ordinance 173-25.

Attachments

BOC form
quote
Ordinance



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 4/14/2026
- 2. Name of Department Submitting Request: Public Property, Parks Division

3. Summary of Report:

A request from the Department of Public Property, Parks Division, to purchase basketball hoop systems for the court at Lakeview Park South for an amount not to exceed \$6,000.00. Pro Dunk Hoops is the only supplier of the Hercules Diamond basketball systems used in City of Lorain Parks. These systems have proven their longevity within our parks. Funding will be through account 1010.B200.6300.1500.

- 4. Name of Vendor: Pro Dunk Hoops
- 5. Amount: \$5,656.00
- 6. Number of account to be used for funding: 1010.B200.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes State Purchasing Vendor - No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

- Vendor #1 New Era Surfacing
- Vendor #2 _____
- Vendor #3 _____
- Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? No
- 10. If necessary, has City Council approved and when? _____



INVOICE

Home of Pro Dunk® Basketball Goals
 Please Remit Payment To
 Hoops Inc.
 22047 Lutheran Church Rd.
 Tomball, TX 77377
 Phone: (281)351-9822 FAX: (281) 357-4822

INVOICE NUMBER: 126252

Date: 2025/01/07

Bill To: Linda OConnor (City of Lorain)
 (440) 204-2579 | (440) 204-2550 x3
 Parks Dept, 2132 West Park Drive
 Lorain, OH 44053, United States

Ship To: Linda OConnor (City of Lorain)
 (440) 204-2579 | (440) 204-2550 x3
 Parks Dept, 2132 West Park Drive
 Lorain, OH 44053, United States

P.O. NUMBER	TERMS	PAYMENT STATUS
N/A	Due Upon Receipt	Not Paid

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2	HERDBS Hercules Diamond Basketball System (Rust Armor: With, Backboard Material: Steel)	\$2,828.00	\$5,656.00
2	PDBALL Pro Dunk Basketball	\$0.00	\$0.00
2	88PGPS 8x8 Black Pole and Gusset Padding System	\$0.00	\$0.00
2	SHIP Shipping	\$0.00	\$0.00

SUBTOTAL	\$5,656.00
SALES TAX	\$0.00
TOTAL DUE	\$5,656.00

Make all checks payable to Hoops Inc. If you have any questions concerning this invoice, contact the billing department at (281) 351-9822. By accepting this invoice you are agreeing to the Hoops Inc. terms and conditions (<http://www.hoopshouston.com/pages/terms.html>)

Thank you for your business

ORDINANCE NO. 173-25

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT THE DONATION OF TWENTY THOUSAND DOLLARS (\$20,000.00) FROM LORAIN LIONS CLUB FOR BASKETBALL COURT REFURBISHING AT LAKEVIEW PARK SOUTH.

WHEREAS, Lions Club International Foundation has granted \$15,000.00 to Lorain Lions Club to partially fund the refurbishment of the existing basketball court at Lakeview Park South; and

WHEREAS, Lorain Lions Club desires to donate an additional \$5,000.00 for refurbishment of said court; and

WHEREAS, Lorain Lions Club desires to donate a total amount of \$20,000.00 for complete refurbishing of the existing basketball court at Lakeview Park South , and the City of Lorain wishes to accept said donation; and

WHEREAS, the City of Lorain, through its Safety/Service Director is hereby authorized to accept the donation of \$20,000.00 for basketball court refurbishing at Lakeview Park South; and

WHEREAS, the City of Lorain desires to express its deepest appreciation for the generous donation from Lorain Lions Club for basketball court refurbishing at Lakeview Park South in the City of Lorain.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF LORAIN, STATE OF OHIO:

SECTION I That the Safety/Service Director is hereby authorized to accept the donation of twenty thousand dollars from Lorain Lions Club for refurbishing of the basketball court at Lakeview Park South. Funding will be through Parks Contractual Services account 1010.B200.6300.1500 for said purpose.

SECTION II That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

SECTION III Except as otherwise provided herein, this ordinance shall be in force and take effect after the earliest period allowed by law.

PASSED: November 17, 2025 Mary Spruzinski
PRESIDENT OF COUNCIL - *pro tempore*

ATTEST: Breanna Dill, CLERK

APPROVED: November 17, 2025 J Bradley
MAYOR



CITY OF LORAIN

City Council Regular Meeting

10. b.

Meeting Date: 11/17/2025

Submitted by: Linda OConnor

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT THE DONATION OF TWENTY THOUSAND DOLLARS (\$20,000.00) FROM LORAIN LIONS CLUB FOR BASKETBALL COURT REFURBISHING AT LAKEVIEW PARK SOUTH.

PURPOSE AND BACKGROUND

Lorain Lions Club has received a grant from Lions Club International Foundation and will add to the grant funds with Lorain Lions Club funds to complete the refurbishment of the existing basketball court at Lakeview Park South. The existing basketball court is in disrepair, and the current hoop systems need to be replaced. Additionally, seating is needed at the court. The donation from Lorain Lions Club will address all these needs.

RECOMMENDATION TO COUNCIL:

We recommend Council consider passage of this ordinance.

Admin Only

___ Ord. auth the S/S Director to accept the donation of \$20,000 from Lorain Lions Club for basketball court refurbishing at Lakeview Park.

Attachments

ordinance

Form Review

Inbox	Reviewed By	Date
Garcia	Lori Garcia	11/12/2025 01:19 PM
Carrion	Rey Carrion	11/12/2025 03:53 PM
Mayor Bradley	Jack Bradley	11/12/2025 05:36 PM
P. Riley	Michele Beko	11/13/2025 10:19 AM
Form Started By: Linda OConnor		Started On: 11/10/2025 09:21 AM
Final Approval Date: 11/13/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski	✓		Nutt	Absent	
Dimacchia	Absent		Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		



CITY OF LORAIN

Board of Control

2. j.

Meeting Date: 04/15/2026

Subject:

The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and G.I.D. Construction LLC for the rehabilitation of 3650 Dayton Ave. Lorain, OH 44052 for Violet Collins. The total contract amount is \$61,623.84, which includes a 10% contingency (\$56,021.67 project cost + \$5,602.17 contingency).

The funds will be paid from account number G/L 2580.R258.6300.1515 and are contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Collins - BOC request form
Collins - Approval Loan Review Committee
Collins - Bid Comparison Matrix



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 04/15/2026.
2. Name of Department Submitting Request: Building, Housing and Planning
3. Summary of Report: The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and G.I.D. Construction LLC for the rehabilitation of 3650 Dayton Ave. Lorain, OH 44052 for Violet Collins. The total contract amount is \$61,623.84, which includes a 10% contingency (\$56,021.67 project cost + \$5,602.17 contingency).
4. Name of Vendor: G.I.D. Construction, LLC
5. Amount: \$61,623.84
6. Number of account to be used for funding: G/L 2580.R258.6300.1515

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 G.I.D. Construction - project bid \$56,021.67

Vendor #2 Eiffel Builders – project bid \$69,520.00

Vendor #3 Moore Integrity Construction – project bid \$138,300.00

Vendor #4 _____

8. The Treasurer’s Office has verified that the vendor selected is registered with the City. **Yes**
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? NA



Jack Bradley
Mayor

Matthew Kuszniir
Director

CITY OF LORAIN

Department of Building, Housing & Planning

David Faciana
Chief Building Official

LOAN ACTION RECOMMENDATION / EXPLANATION

HOMEOWNER(S): Violet Collins

PROPERTY ADDRESS: 3650 Dayton Ave. Lorain, OH 44052

LOAN AMOUNT: \$61,623.84 (project \$56,021.67 + contingency \$5,602.17)

INCOME QUALIFIED: YES NO

RECOMMENDATION: Approve

Disapprove

Other: _____

JUSTIFICATION FOR RECOMMENDATION ABOVE:

The Homeowner is in need of time sensitive repairs to their home. The Homeowner meets the eligibility requirements of the HOME Investment Partnership Program rules and regulations as well as any additional eligibility factors outlined in the City of Lorain HOME Rehabilitation Loan Program policies and procedures. The home is located in the 4th Ward. Ms. Collin's annual income does not exceed 60% of the AMI. Therefore, this is a fully forgivable loan deferred for a period of 10 years with the loan balance decreasing by 10% annually.

Agreed to by:

Matthew Kuszniir 7/8/20
Director Date

[Signature] 4/2/25
Program Manager or Designee Date

[Signature] 4/8/26
Comptroller Date

[Signature] 4/8/2026
Safety/Service Director Date

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Violet Collins

Location: 3650 Dayton Ave. Lorain

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1 <u>WINNING BID</u> G.I.D. Construction	Difference Winning Bid / HRA Scope
1	Furnace & Hot Water Tank Replacement	\$7,000.00	\$5,500.00	\$1,500.00
2	Replace Diffusers and Return Grill	\$540.00	\$500.00	\$40.00
3	Add a Supply Run to Storage Room	\$300.00	\$350.00	-\$50.00
4	Install 3 Smoke / CO2 Detectors	\$300.00	\$350.00	-\$50.00
5	Hot Water Tank Replacement	\$1,750.00	\$1,800.00	-\$50.00
6	Electric Breaker Panel Replacement	\$5,100.00	\$6,000.00	-\$900.00
7	Add Electrical Outlet for Stove and Exhaust	\$550.00	\$450.00	\$100.00
8	Replace Outlets Throughout House	\$2,080.00	\$900.00	\$1,180.00
9	Exhaust Fan and Switch Installation	\$495.00	\$800.00	-\$305.00
10	Kitchen Ceiling Light Replacement	\$400.00	\$60.00	\$340.00
11	Bathroom Outlet Relocate	\$250.00	\$100.00	\$150.00
12	Bathroom Light Above Sink	\$250.00	\$150.00	\$100.00

Other Bids Received	
Bid #2 Eiffel Builders Construction	Bid #3 Moore Integrity Construction
\$6,950.00	\$20,000.00
\$525.00	\$800.00
\$695.00	\$800.00
\$450.00	\$500.00
\$1,695.00	\$2,500.00
\$4,350.00	\$5,000.00
\$1,050.00	\$2,000.00
\$990.00	\$3,000.00
\$670.00	\$2,500.00
\$475.00	\$1,000.00
\$350.00	\$1,500.00
\$525.00	\$1,500.00

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Violet Collins

Location: 3650 Dayton Ave. Lorain

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1	Difference	Other Bids Received	
			<u>WINNING BID</u> G.I.D. Construction	Winning Bid / HRA Scope	Bid #2 Eiffel Builders Construction	Bid #3 Moore Integrity Construction
13	Electric outlets for Future Washer and Dryer Hook-Up	\$600.00	\$500.00	\$100.00	\$1,820.00	\$2,500.00
14	Install 2 Porcelain Lights	\$250.00	\$100.00	\$150.00	\$375.00	\$1,500.00
15	Bathroom Floor Replacement	\$650.00	\$2,642.50	-\$1,992.50	\$1,590.00	\$6,000.00
16	Living Room Ceiling Repaired	\$1,400.00	\$564.00	\$836.00	\$1,950.00	\$3,500.00
17	Bedroom Ceiling Repaired	\$672.00	\$263.20	\$408.80	\$975.00	\$2,500.00
18	Utility Storage Room Ceiling Repaired	\$720.00	\$282.00	\$438.00	\$1,275.00	\$2,000.00
19	Replace Front Door and Jam	\$1,440.00	\$1,333.00	\$107.00	\$1,490.00	\$2,500.00
20	Window Replacements	\$11,000.00	\$10,000.00	\$1,000.00	\$7,250.00	\$12,000.00
21	Plywood Flooring in Attic	\$500.00	\$100.00	\$400.00	\$875.00	\$12,500.00
22	Back Door Replacement	\$1,600.00	\$833.00	\$767.00	\$1,120.00	\$2,500.00
23	Replace Bathroom Walls	\$1,100.00	\$517.00	\$583.00	\$1,450.00	\$3,500.00
24	Kitchen Floor Replacement	\$4,050.00	\$4,022.50	\$27.50	\$5,250.00	\$5,000.00
25	Kitchen Wall Electric Panel	\$450.00	\$300.00	\$150.00	\$575.00	\$1,000.00

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Violet Collins

Location: 3650 Dayton Ave. Lorain

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1 <u>WINNING BID</u> G.I.D. Construction	Difference Winning Bid / HRA Scope
26	Repair Guest Bedroom Ceiling	\$660.00	\$258.50	\$401.50
27	Cover Kitchen and Hallway Ceiling	\$1,925.00	\$646.00	\$1,279.00
28	Install Gas Line for Stove	\$500.00	\$200.00	\$300.00
29	Replace Bathroom Shutoffs	\$135.00	\$4,200.00	-\$4,065.00
30	Replace Faucet w Tub Waste Overflow	\$500.00	\$200.00	\$300.00
31	Replace Kitchen Sink Faucet	\$280.00	\$150.00	\$130.00
32	Bathroom Sink	\$475.00	\$300.00	\$175.00
33	Install Expansion Tank and Piping Reqwork	\$950.00	\$0.00	\$950.00
34	Install Bathtub and Surround	\$2,200.00	\$1,400.00	\$800.00
35	Toilet Replacement	\$450.00	\$250.00	\$200.00
36	Pipe Insulation for Piping in Crawl Space	\$400.00	\$800.00	-\$400.00
37	Vinyl Siding Installation	\$11,900.00	\$9,200.00	\$2,700.00

Other Bids Received	
Bid #2 Eiffel Builders Construction	Bid #3 Moore Integrity Construction
\$875.00	\$2,500.00
\$2,150.00	\$3,500.00
\$895.00	\$2,500.00
\$325.00	\$200.00
\$1,525.00	\$2,000.00
\$360.00	\$500.00
\$1,095.00	\$2,500.00
\$2,250.00	\$4,000.00
\$2,175.00	\$5,000.00
\$725.00	\$1,000.00
\$525.00	\$500.00
\$11,900.00	\$16,000.00

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Violet Collins

Location: 3650 Dayton Ave. Lorain

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1 <u>WINNING BID</u> G.I.D. Construction	Difference Winning Bid / HRA Scope	
		Total Bids	\$63,822.00	\$56,021.67	\$7,800.30

*\$2 difference from scope due to line 1&2. \$1.00 per line added so it would show up on the scope.

Other Bids Received	
Bid #2 Eiffel Builders Construction	Bid #3 Moore Integrity Construction
\$69,520.00	\$138,300.00



CITY OF LORAIN

Board of Control

2. k.

Meeting Date: 04/15/2026

Subject:

The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and Eiffel Builders for the rehabilitation of 321 Delaware Ave. Lorain 44052 for Nancy Skaggs. The total contract amount is \$24,574.00, which includes a 10% contingency (\$22,340.00 project cost + \$2,234.00 contingency).

The funds will be paid from account number G/L 2580.R258.6300.1515 and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Skaggs - BOC request form

Skaggs - Approval Loan Review Committee

Skaggs - Bid Comparison Matrix



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 04/15/2026.
2. Name of Department Submitting Request: Building, Housing and Planning
3. Summary of Report: The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and Eiffel Builders for the rehabilitation of 321 Delaware Ave. Lorain, 44052 for Nancy Skaggs. The total contract amount is \$24,574.00, which includes a 10% contingency (\$22,340.00 project cost + \$2,234.00 contingency).
4. Name of Vendor: Eiffel Builders
5. Amount: \$24,574.00
6. Number of account to be used for funding: G/L 2580.R258.6300.1515

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Green Home Solutions - project bid \$29,675.00

Vendor #2 Eiffel Builders – project bid \$22,340.00

Vendor #3 Moore Integrity Construction – project bid \$26,950.00

Vendor #4 _____

8. The Treasurer’s Office has verified that the vendor selected is registered with the City. **Yes**
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? NA



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

LOAN ACTION RECOMMENDATION / EXPLANATION

HOMEOWNER(S): Nancy Skaggs

PROPERTY ADDRESS: 321 Delaware Ave. Lorain, OH 44052

LOAN AMOUNT: \$24,574.00 (project \$22,340.00 + contingency \$2,234.00)

INCOME QUALIFIED: YES NO

RECOMMENDATION: Approve

Disapprove

Other: _____

JUSTIFICATION FOR RECOMMENDATION ABOVE:

The Homeowner is in need of time sensitive repairs to their home. The Homeowner meets the eligibility requirements of the HOME Investment Partnership Program rules and regulations as well as any additional eligibility factors outlined in the City of Lorain HOME Rehabilitation Loan Program policies and procedures. The home is located in the 2nd Ward. Ms. Skagg's annual income falls between 60% - 80% of the AMI. Therefore, this is a partially forgivable loan deferred for a period of 10 years with the loan balance decreasing by 10% annually. The loan will require a 20% repayment over a period of 10 years.

Agreed to by:

Matthew Kuszniir 4/8/20
Director Date

David Faciana 4/7/20
Program Manager or Designee Date

Kay Schreyer 4/8/20
Comptroller Date

Ken 4/8/2020
Safety/Service Director Date

200 West Erie Avenue, 5th Floor, Lorain, Ohio 44052

Building Division: (440) 204-2045 Fax: (440) 204-2540 | Housing & Planning Division: (440) 204-2020 Fax: (440) 204-2080
Cityoflorain.org

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Nancy Skaggs

Location: 321 Delaware Ave. Lorain

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1 <u>WINNING BID</u> Eiffel Builders Construction	Difference Winning Bid / HRA Scope
1	Roof Replacement	\$9,100.00	\$9,200.00	-\$100.00
2	Gutter and Downspout Repalcement	\$2,890.00	\$1,735.00	\$1,155.00
3	Replace Lower Portion of Basement Stairs	\$1,750.00	\$1,215.00	\$535.00
4	Outside Hose Connection and Plumbing Connection - Frost Hydrant Install	\$400.00	\$1,050.00	-\$650.00
5	Installation of Battery Operated Smoke and CO Detectors	\$360.00	\$375.00	-\$15.00
6	Electrical Outlet Replacements	\$1,020.00	\$1,215.00	-\$195.00
7	Ceiling Light / Lights Attention	\$160.00	\$320.00	-\$160.00
8	Furnace Installation	\$6,800.00	\$6,450.00	\$350.00
9	Railings for Attic Stairwell	\$280.00	\$780.00	-\$500.00
Total Bids		\$22,760.00	\$22,340.00	\$420.00

Other Bids Received	
Bid #2 Green Home Solutions	Bid #3 Moore Integrity Construction
\$15,500.00	\$11,900.00
\$2,750.00	\$2,800.00
\$2,800.00	\$3,000.00
\$675.00	\$1,500.00
\$450.00	\$600.00
\$1,800.00	\$2,500.00
\$150.00	\$250.00
\$4,950.00	\$3,600.00
\$600.00	\$800.00
\$29,675.00	\$26,950.00



CITY OF LORAIN

Board of Control

2. I.

Meeting Date: 04/15/2026

Subject:

The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and G.I.D. Construction LLC for the rehabilitation of 2144 E.30th St. Lorain 44055 for Myrna Christensen. The total contract amount is \$52,446.90, which includes a 10% contingency (\$47,679.00 project cost + \$4,767.90 contingency).

The funds will be paid from account number G/L 2580.R258.6300.1515 and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Christensen - BOC request form

Christensen - Approval Loan Review Committee

Christensen - Bid Comparison Matrix



BOARD OF CONTROL REQUEST FORM

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(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 04/15/2026.
2. Name of Department Submitting Request: Building, Housing and Planning
3. Summary of Report: The Building, Housing and Planning Department (BHP) requests approval to authorize the Safety/Service Director to execute all necessary agreements with the Homeowner and G.I.D. Construction for the rehabilitation of 2144 E.30th St. Lorain 44055 for Myrna Christensen. The total contract amount is \$52,446.90, which includes a 10% contingency (\$47,679.00 project cost + \$4,767.90 contingency).
4. Name of Vendor: G.I.D. Construction, LLC
5. Amount: \$52,446.90
6. Number of account to be used for funding: G/L 2580.R258.6300.1515

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 G.I.D. Construction – project bid \$47,679.00

Vendor #2 Eiffel Builders – project bid \$51,153.00

Vendor #3 Moore Integrity Construction – project bid \$74,000

Vendor #4 R.Hammond Construction – project bid \$79,270.00

Vendor #5 Green Home Solutions – project bid \$67,000

8. The Treasurer’s Office has verified that the vendor selected is registered with the City. **Yes**
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? NA



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

LOAN ACTION RECOMMENDATION / EXPLANATION

HOMEOWNER(S): Myrna Christensen

PROPERTY ADDRESS: 2144 E.30th St. Lorain, OH 44055

LOAN AMOUNT: \$52,446.90 (project \$47,679.00 + contingency \$4,767.90)

INCOME QUALIFIED: YES NO

RECOMMENDATION: Approve

Disapprove

Other: _____

JUSTIFICATION FOR RECOMMENDATION ABOVE:

The Homeowner is in need of time sensitive repairs to their home. The Homeowner meets the eligibility requirements of the HOME Investment Partnership Program rules and regulations as well as any additional eligibility factors outlined in the City of Lorain HOME Rehabilitation Loan Program policies and procedures. The home is located in the 6th Ward. Ms. Christensen's household annual income falls between 60% - 80% of the AMI. Therefore, this is a partially forgivable loan deferred for a period of 10 years with the loan balance decreasing by 10% annually. The loan will require a 20% repayment over a period of 10 years.

Agreed to by:

Matthew Kuszniir 4/8/2026
Director Date

[Signature] 4/7/26
Program Manager or Designee Date

[Signature] 4/8/26
Comptroller Date

[Signature] 4/8/2026
Safety/Service Director Date

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Myrna Christensen

Location: 2144 E.30th St. Lorain

Other Bids Received

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1 <u>WINNING BID</u> G.I.D. Construction	Difference Winning Bid / HRA Scope	Bid #2 R. Hammond Construction	Bid #3 Moore Integrity Construction	Bid #4 Green Home Solutions	Bid #5 Eiffel Builders
1	Roof Replacement	\$9,100.00	\$12,000.00	-\$2,900.00	\$14,950.00	\$9,900.00	\$17,500.00	\$9,200.00
2	Roof - Gutters and Downspouts	\$3,893.00	\$2,519.00	\$1,374.00	\$2,185.00	\$3,500.00	\$0.00	\$2,050.00
3	Boiler Replacement	\$10,000.00	\$7,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$15,500.00	\$7,200.00
4	Hot Water Radiator Relocate or Replace	\$450.00	\$375.00	\$75.00	\$975.00	\$50.00	\$0.00	\$750.00
5	Basement Staircase Replacement	\$1,500.00	\$2,000.00	-\$500.00	\$2,175.00	\$3,200.00	\$2,850.00	\$2,150.00
6	Shower Surround - 1st Floor Bath	\$3,000.00	\$3,000.00	\$0.00	\$2,300.00	\$9,000.00	\$8,500.00	\$4,450.00
7	Change Shower Control Vale - 1st Floor Bath	\$460.00	\$200.00	\$260.00	\$900.00	\$500.00	\$500.00	\$575.00
8	Toilet Replacement - 1st Floor Bath	\$1,100.00	\$600.00	\$500.00	\$6,400.00	\$1,500.00	\$950.00	\$950.00
9	Wall Hung Lavatory Sink - 1st Floor Bath	\$700.00	\$450.00	\$250.00	\$1,200.00	\$2,000.00	\$1,200.00	\$1,050.00
10	Replace Surrounding Walls - 1st Floor Bath	\$2,544.00	\$1,500.00	\$1,044.00	\$6,300.00	\$3,000.00	\$1,650.00	\$3,650.00
11	New Exhaust Fan - 1st Floor Bath	\$495.00	\$275.00	\$220.00	\$800.00	\$2,500.00	\$950.00	\$889.00
12	Replace Bathroom Flooring	\$490.00	\$350.00	\$140.00	\$1,600.00	\$1,500.00	\$850.00	\$775.00

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Myrna Christensen

Location: 2144 E.30th St. Lorain

Other Bids Received

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1 <u>WINNING BID</u> G.I.D. Construction	Difference Winning Bid / HRA Scope	Bid #2 R. Hammond Construction	Bid #3 Moore Integrity Construction	Bid #4 Green Home Solutions	Bid #5 Eiffel Builders
13	Tub Shower Conversion - 1st Floor Bath	\$3,800.00	\$3,000.00	\$800.00	\$6,450.00	\$8,000.00	\$8,500.00	\$5,950.00
14	Plaster - 2nd Floor Bathroom	\$440.00	\$400.00	\$40.00	\$1,200.00	\$1,500.00	\$3,500.00	\$625.00
15	New Exhaust Fan - 2nd Floor Bath	\$680.00	\$275.00	\$405.00	\$700.00	\$2,000.00	\$950.00	\$889.00
16	Lead - Paint Door and Jam	\$250.00	\$185.00	\$65.00	\$600.00	\$500.00	\$300.00	\$250.00
17	Replace Existing Bedroom Light to Ceiling Fan - BR 1	\$350.00	\$300.00	\$50.00	\$480.00	\$500.00	\$400.00	\$325.00
18	Replace Existing Bedroom Light to Ceiling Fan - BR 2	\$500.00	\$300.00	\$200.00	\$480.00	\$500.00	\$400.00	\$525.00
19	Replace Broken Plaster	\$2,100.00	\$1,200.00	\$900.00	\$3,475.00	\$1,500.00	\$2,200.00	\$2,250.00
20	Lead - Front Door Frame Encasement	\$400.00	\$250.00	\$150.00	\$600.00	\$300.00	\$300.00	\$200.00
21	Porch Repair	\$5,568.00	\$11,000.00	-\$5,432.00	\$10,500.00	\$7,550.00	\$0.00	\$6,450.00
Total Bids		\$47,820.00	\$47,679.00	\$141.00	\$79,270.00	\$74,000.00	\$67,000.00	\$51,153.00

Doesn't match bid of \$66,500. No response to inquiry. Contractor calculation error.

HOME Rehabilitation Loan Program Bid Comparison Matrix

03/23/2026

Homeowner Name / Program Participant: Myrna Christensen

Location: 2144 E.30th St. Lorain

Other Bids Received

Scope Item #	Item Description	City of Lorain Housing Rehab Administrator Scope	Bid #1 <u>WINNING BID</u> G.I.D. Construction	Difference Winning Bid / HRA Scope	Bid #2 R. Hammond Construction	Bid #3 Moore Integrity Construction	Bid #4 Green Home Solutions	Bid #5 Eiffel Builders
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CITY OF LORAIN

Board of Control

2. m.

Meeting Date: 04/15/2026

Subject:

The Building, Housing & Planning Department requests to enter into an agreement with the Lorain County Urban League for \$70,000 for the Serving Our Streets (SOS) Initiative. SOS is a community-based violence interruption and youth engagement initiative that treats violence as a preventable public health crisis with the mission to reduce youth violence and increase opportunities for healing, stability, and reintegration for high-risk youth in Lorain County. Funds will be paid for out of CDBG Public Service Dollars (2260.R226.7210.6300.1500) contingent on compliance with other federal requirements, including environmental reviews.

Attachments

BOC Request Form
Proposal



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date:
- 2. Name of Department Submitting Request:
- 3. Summary of Report:

4. Name of Vendor:

5. Amount: \$

6. Number of account to be used for funding:

7. VENDOR DETAIL

Sole Source Vendor - Yes

 No

State Purchasing Vendor - Yes

 No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City Yes No

9. Is the amount requested due to a change order? Yes No

10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____



Proposal for Serving Our Streets

Submitted by:
Lorain County Urban League
200 Middle Ave Suite 200
Elyria, OH 44035

I. Agency Information:

Agency name, address, telephone number:

Lorain County Urban League, Inc.
200 Middle Avenue, Suite 200
Elyria, OH 44035
Phone: 440-323-3364

Contact Person/ Title: Parris M. Smith/ President and CEO – psmith@lcul.org

Federal Tax ID Number: 34-1263379

Unique Entity ID (sam.gov): DRFGWTNDGSB5

Program/Project Title: Serving Our Streets (SOS) Initiative

Location of Proposed/Program Project: Lorain County Urban League Office (*Address Above*)

Amount of funds requested for this project: \$: 100,000

Amount of Total Project Budget: \$: 514,000

II. Organization Narrative:

The Lorain County Urban League (LCUL) is an independent 501(c)(3) agency affiliated with the National Urban League (NUL). NUL was founded in 1910 to assist African-Americans who were migrating from the rural south to the industrial north. Assistance was provided in four program areas, housing, employment, education, and advocacy on securing human rights and civil rights for all disadvantaged groups. The organizational model that the NUL established in New York City attracted attention and soon affiliates were formed in various cities across the country. There are now 90 affiliates of the Nation Urban League in 36 states and in the District of Columbia.

LCUL was founded in 1978; its **mission “is to empower African Americans and all disadvantaged individuals to thrive through direct service, collaboration, and advocacy.”** The strategy we use to pursue the above mission includes:

- Ensuring that children are well-educated and able to participate successfully in the mainstream of society,
- Helping adults attain economic self-sufficiency through continuous education, employment skills training, and good jobs,
- Ensuring that the population we serve has access to fair, decent and affordable housing, and Promoting healthy lifestyles, access to healthcare, and trauma-informed interventions that address the root causes of violence

For over 45 years, LCUL has provided direct services in **four core areas:** education, employment, health, and housing.

Education - We work to develop engaging programs for youth and young adults in our community, to assist them in completing high school and post-secondary education, and to ensure their access to career pathway jobs and internships. Our approach is to serve youth as coaches and mentors, as well as, coordinate college and career exploration and exposure opportunities including workshops, college and company tours, and internships.

Employment - Our Employment Services provide free job skills training, employment referral and career fairs to local residents. Designed to provide low-to-moderate income clients with comprehensive

coaching and guidance to enable them to secure full or part-time jobs. We assist clients with interviewing skills, resume preparation, job search assistance, and post-placement follow-up. The Urban League is also an Entrepreneurship Center. We host the Minority Business Assistance Center (MBAC) which serves the needs of Ohio's small, minority and disadvantaged businesses.

Housing – The Housing Program has provided services for over 30 years. Specific services include Pre – Purchase Homebuyer Counseling, Mortgage Default/Foreclosure Prevention, Post-Purchase Counseling, Rental Counseling, and Financial Education Workshops.

Health – The Urban League promote whole-person wellness. From hosting chronic disease prevention initiatives to launching mental health awareness campaigns like “How I Cope” in partnership with the MHARS Board of Lorain County, LCUL has worked to break the stigma around seeking care—especially within the Black community. Today, we are expanding our health strategy through a bold and necessary initiative: **Serving Our Streets (SOS)**. SOS is guided by the understanding that violence is a public health issue, and as a community, we must confront the growing mental health epidemic tied to violent crime that is harming our youth and young adults.

III. Project Narrative:

The Urban League respectfully submits this proposal to the City of Lorain for funding support in the amount of **\$100,000** for our **Serving Our Streets (SOS)** initiative. This request aligns directly with the City’s eligible public service categories of **Crime Prevention and Public Safety** and **Youth Services**.

We are seeking this funding to cover critical staff time and program supplies necessary to continue and this high-impact, community-rooted program that addresses youth and young adult violence through a trauma-informed, public health lens.

Serving Our Streets (SOS) is a community-based violence interruption and youth engagement initiative led by the Lorain County Urban League. The program was launched in response to the surge in youth-related crime during the COVID-19 pandemic. Modeled after the successful **Cure Violence Global** public health approach, SOS treats violence as a **preventable public health crisis** rather than simply a law enforcement issue.

Our mission is to **reduce youth violence** and increase **opportunities for healing, stability, and reintegration** for high-risk youth in Lorain County. Through **direct engagement, mentorship, mental health support, and wraparound services**, the program offers a holistic alternative to incarceration—empowering young people to build healthy, productive futures.

Program Strategy and Key Components

- **Violence Interruption:** SOS employs trained “Violence Interrupters,” individuals with lived experience who are embedded in the community. They identify and engage high-risk youth, mediate conflicts, and intervene before violence occurs.

- **Mental Health as Core Intervention:** Trauma-informed practices and direct mental health support are central to SOS. We address the psychological root causes of violence, such as untreated trauma, grief, and chronic stress.
- **Wraparound Services:** Participants receive individualized support plans, including:
 - Workforce readiness and job placement
 - Educational support and goal setting
 - Resource coordination for basic needs (food, shelter, ID)
 - Access to mentorship and case management
- **Community Engagement:** In partnership with families, schools, courts, parole officers, and community groups, SOS builds a coordinated network of care and accountability.



CITY OF LORAIN

Board of Control

2. n.

Meeting Date: 04/15/2026

Subject:

A request from the Building, Housing & Planning Department to increase PO #2026-34 with SWAT Environmental, previously approved by BOC 10/8/2025 Item N, by an additional \$6,500.00 for an amount not to exceed \$14,000.00. The increase is due to the cost of individual mitigations being higher than the original estimates and additional addresses requiring radon mitigation. The minimum estimate for mitigation is \$1,300.00 but can increase depending on the actual measured levels of radon and the design of the home. This is contingent upon compliance with other federal requirements, including environmental reviews.

Attachments

Request Form
Address Cost Listing
10.8.25 BOC Minutes



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date:
2. Name of Department Submitting Request:
3. Summary of Report:
4. Name of Vendor:
5. Amount: \$
6. Number of account to be used for funding:
7. VENDOR DETAIL
Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No
9. Is the amount requested due to a change order? Yes No
10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____

<u>Address</u>	<u>Name</u>	<u>Mitigation Cost</u>
2936 Caroline Ave	Caribe	\$ 1,300.00
504 E 33rd St	Oleksy	\$ 1,450.00
304 W 32nd St	Blakely	\$ 1,300.00
3909 Woodward Ave	Gray	\$ 2,750.00
3224 Camden Ave	Duncan	\$ 1,450.00
1054 Hawthorne Ave	Garcia	\$ 1,848.00
1532 E 31st St	Castro Otero	\$ 1,750.00
2439 Reid Ave	Barrios	\$ 1,300.00 Estimate if needed, testing not completed
3259 Dallas Ave	Merrit-Taylor	\$ 1,300.00 Estimate if needed, testing not completed



CITY OF LORAIN

Board of Control

Meeting of October 8, 2025

I. ROLL CALL

The Board of Control meeting was called to order at 2:05 p.m. by Mayor Bradley. In attendance were Mayor Jack Bradley, Safety/Service Director Rey Carrion, Capt. Thompson, Avery Brown, Lacy Hepp, Lori Kokoski, Chief of Staff Rick Soto, Mike Darnos, Mindy Stoyka, Ed Garcia, Hannah Kiraly, Dale Vandersommen, Kate Golden, and Alonna Lopez.

II. MATTERS FOR DISCUSSION

a. A request from the Lorain Purification Department for a purchase order in the amount of \$9,269.20 with USABlueBook for the purchase of three (3) Hach TU5300sc Online Turbidimeters. Funding GL Account 6020.P602.6440.6400.1900 Purification Operations - Maintenance of Equipment.

Discussion: This equipment is used to measure the quality of the filtered water. The reads must be accurate in order to comply with the rules and regulations regarding water clarity. It has been 8 – 10 years since this equipment was last replaced.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

b. The Human Resources Department is requesting \$47,127.00 to be paid to Life Scan Wellness Centers from GL account 7020.1702.6300.1500 Hospitalization account, for complete physicals for the Lorain Fire Department. The amount is \$683.00 per firefighter, with 69 firefighters in total. This is required through the Collective Bargaining Agreement.

Discussion: This expense cannot be put through the Smart Shopper program. Physicals will be completed in November 2025.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

c. A request from the Mayor's Office for a purchase order with Mailboxes.com in the amount of \$3,364.08 for the purchase of a Salsbury surface mounted horizontal mailbox with parcel lockers for Lorain City Hall. Funding will come from account #1010.E200.1110.8100.4301 (Official Expenses).

Discussion: Mailboxes will be placed on the first floor of Lorain City Hall for deliveries.

Mayor Bradley abstained from voting on this item.

Safety/Service Director Carrion made the motion to approve the request.

Roll Call: Safety/Service Director Carrion-aye. Motion carried unanimously.

d. A request from the Department of Public Property, Parks Division, for pool grating replacement at Oakwood Pool by NorthBay Construction for an amount not to exceed \$6,287.00. Funding will be through account 1010.B200.4150.6300.1500 Pools Contractual Services.

Discussion: Pool grating will be replaced in the vault where the pumps are housed for Oakwood Pool. The current condition of the vault grating poses a safety risk.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

e. A request from the Department of Public Property, Parks Division, for rebuild/repair of the pump at Veteran's Park fountain by Lorain Armature for an amount not to exceed \$9,000.00. Funding will be through account 1010.B200.6300.1500, Parks Contractual Service.

Discussion: Last year the vault where the fountain pumps are located flooded. Work will be performed this year.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

f. A request from the Department of Public Property, Streets Division, to purchase crack sealant from Crafc0, Inc for an amount not to exceed \$25,000.00. Crafc0 pricing is lower than ODOT state contract 101L-25 pricing. Funding will be through 2030.R203.3140.6400.2900.

Discussion: The department will purchase this product to keep in stock for crack sealing.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

g. A request from the Engineering Department to authorize the expenditure of \$8,069.27 to DLT Solutions for yearly AutoCAD subscription and licenses. Funding to be split 25% from each of the following Engineering Contractual Fund Accounts: 2010.R201.3145.6300.1500 / 4030.C403.6300.1500 / 6020.P602.3180.6300.1500 / 6130.P613.3180.6300.1500.

Discussion: This is an annual subscription. This software is used for in house design work for various projects.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

h. A request from the Engineering Department to enter into an agreement with Burgess & Niple for professional services – environmental design associated with the Oakwood Connector project in an amount not to exceed \$24,043 to be funded from account 4030.C403.6700.7000. Burgess and Niple was selected from the yearly City of Lorain Engineering Department Request for Qualifications Consultant list and ODOT’s prequalified consultant list.

Discussion: These are not grant funds. Additional environmental work was recommended by ODOT for this project. The actual project is being funded by NOACA. The funds being requested today will come from the storm fund and are unanticipated funds that need to be expensed for environmental work.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

i. A request from the Engineering Department to amend Agreement 23-064 with Mark Haynes Construction, Inc. in the amount of \$50,000.00, for an amended contract amount of \$10,690,551.00 to allow for all grant funds to be expended by the project closeout date of December 31, 2025. This budget increase falls within the original approved budget of \$10,989,000.00 as approved by Ordinance 117-23 and will be paid from grant funds available in the Dredge Reuse Facility Fund 2360.R235.6300.3371.

Discussion: This additional cost falls within the originally approved total project cost. Funding will be used to purchased stone for future geopool maintenance. These are available grant funds.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

j. A request from the Building, Housing & Planning Department to enter into an Agreement with Franke Consulting Group for technical assistance with the HOME affordable housing policies, procedures, and developers' agreement in an amount not to exceed \$17,640.00 (Exhibit 1). The account number to be used for funding is 2580.R258.6300.1500. Approval is contingent on compliance with other federal requirements, including environmental reviews.

Discussion: HUD recommends this consulting group for this work. They will review housing policy, procedures, and developers' agreement in preparation for infill/affordable housing projects.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

k. A request from the Building, Housing, & Planning Department to open a purchase order with Lorain County Public Health for lead risk assessments to be performed at the homes of applicants to our CDBG programs for an amount not to exceed \$7,500.00. This is a HUD requirement for our programs and is contingent upon compliance with other federal requirements, including environmental reviews. Funds will be appropriated from G/L account number 2260.R226.7130.6400.6100 CDBG-Rehab Repairs.

Discussion: Charges for assessments.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

l. The Building, Housing and Planning Department requests to enter into a contract with The Economic and Community Development Institute (ECDI) to provide Underwriting Services for our 360 Business Loan Program for an amount not to exceed \$11,900. This firm was selected from an RFP process; a total of three proposals were received from ECDI (\$11,900), Roads Consulting Group (\$ 69,500), and Sycamore Legacy Consulting (\$45,000). ECDI's proposal was deemed the highest-scoring proposal due to its competitive pricing, comprehensive services, and extensive experience in managing federal business loan programs. Funds will be paid from Account # 2260.R226.7150.8100.4200, contingent on all environmental reviews and approvals.

Discussion: ECDI is a national group. The other two quotes received are smaller consulting firms.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

m. The Department of Building, Housing and Planning is requesting to enter into a Contract with 5K Commercial Roofing to replace a portion of El Centro de Servicios Sociales, Inc.'s Wellness Center Roof located at 1825 E 28th St, Lorain, OH 44055. El Centro de Servicios Sociales, Inc. was awarded a Community Development Block Grant (CDBG) Public Facility Improvement Grant. The Contract with 5k Commercial Roofing will be in an amount not to exceed \$114,842.35 from Account #: 2260.R226.7110.6700.1500 and is contingent upon all Environmental Reviews and council approval on October 6, 2025.

Discussion: This item was withdrawn pending approval by Lorain City Council.

Mayor Bradley made the motion to withdraw the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

n. A request from the Building, Housing & Planning Department to open a blanket purchase order with SWAT Environmental for radon mitigation services to be performed at

homes of applicants to our CDBG programs whose radon inspection found levels above 4.0 pCi/l. Radon inspection and mitigation is a new federal requirement and there are not many vendors we have found who can inspect for radon or are qualified/certified to perform the mitigation. SWAT Environmental is the only vendor who has responded and is willing to work with on this issue. Quotes will be provided for each address whose radon levels indicate that mitigation is required. The total amount for the purchase order to cover all mitigation needed will be for an amount not to exceed \$7,500.00. This is contingent upon compliance with other federal requirements, including environmental reviews. Funds will be appropriated from G/L account number 2260.R226.7130.6400.6100 CDBG-Rehab Repairs.

Discussion: The cost for each project is based on the unit. The cost for mitigation of a single-family home is approximately \$1,300.00 per unit. The total cost for mitigation should not to exceed \$7,500.00. The below companies were contacted for quotes for this work. The same company should not conduct Radon Testing and mitigation work.

1. Ohio Radon Mitigation: 4854 Lobdell Rd, Alexandria, OH 43001 (Did not return phone calls)
2. Omega Radon Mitigation, LLC: 500 Mount Hope Ave, Cincinnati, OH 45204 (Did not return phone calls)
3. Dor Mar Radon Testing and Mitigation: 211 E Main St, Newark, OH 43055 (Did not return phone calls)
4. Radon Reduction: Minnesota: (Did not return phone calls).
5. Price Home Inspection: 10038 S New Era Rd, Canby, Oregon (This company conducts our Radon Testing).
6. Brookridge Radon: (The owner stated that he conducts mitigation work but only part time. He attempts to take appointments based around his traveling schedule.)
7. First Option Radon Measurement: 121 North Leavitt Rd, Amherst OH (He preferred to do private contracts rather than government contracts)
8. Swat Environmental: National: (They have several offices in the United States including Ohio.)

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

o. *A REQUEST TO WAIVE THE 24-HOUR RULE AND ADD AN ITEM FOR CONSIDERATION**

A request from the Lorain Police Department to open a purchase order with patriot Aerial Services in the amount of \$36,597.00 for the purchase of drones. Funding will come from account #2590.3400.6400.6800.

Discussion: Mayor Bradley made the motion to waive the 24-hour rule and add this item for consideration; Safety/Service Director Carrion seconded the motion.

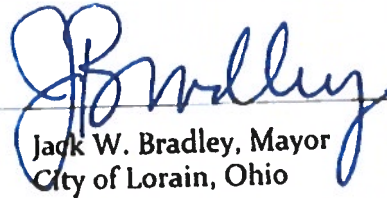
Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

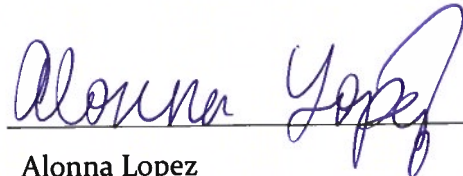
This is a sole source vendor. Drones are needed by the department for various reasons. A total of six drones will be purchased. These are levy funds.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

The Board of Control Meeting of October 8 adjourned at 2:43 p.m.

 10/17/2021
Jack W. Bradley, Mayor
City of Lorain, Ohio


Alonna Lopez
Secretary for Board of Control



CITY OF LORAIN

Board of Control

2. o.

Meeting Date: 04/15/2026

Subject:

Request from Engineering Department to award OPWC Round 39 Contract A to the lowest and best bidder Terminal Ready Mix, Inc., in the Amount of \$377,028.00 (which includes 10% contingency). We received the following bids: Terminal Ready Mix \$342,751.96, RMH Concrete & Foundations, Inc. \$372,011.87 and Fabrizi Trucking & Paving, Inc. \$398,535.90. Funding Account: 4010.C401.6300.2300.

Attachments

BOC Request Form
Ordinance



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting, or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 3/17/2026
2. Name of Department Submitting Request: Engineering
3. Summary of Report: Award the following Contract: OPWC 39A. Bids were received on 3/16/2026.
4. Name of Vendor: Terminal Ready Mix, Inc.
5. Amount: \$ 377,028 which includes 10% contingency
6. Number of account to be used for funding: 4010.C401.6300.2300.

7. VENDOR DETAIL

Sole Source Vendor - Yes / No

State Purchasing Vendor - Yes / No

List the names and the quote received from *at least three vendors* for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Terminal Ready Mix, Inc. \$342,751.96

Vendor #2 RMH Concrete & Foundations, Inc. \$372,011.87

Vendor #3 Fabrizi Trucking & Paving, Inc \$398,535.90

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes / No
9. Is the amount requested due to a change order? Yes / No
10. If necessary, has City Council approved and when? Ordinance to award introduced on 4/6/2026

ORDINANCE NO. 44.20

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

WHEREAS, the listed roadways within the City of Lorain have failed and no longer meet proper standards of engineering for health, safety and economy for vehicular and pedestrian traffic; and,

WHEREAS, it is necessary to rehabilitate the following roadways as part of the current Local Roadway Rehabilitation Program:

Street Name	From Street Name	To Street Name
IOWA AVE	COLORADO AVE	BRIDGE DR
EASTLAWN ST	NEBRASKA AVE	NEW HAMPSHIRE AVE
W 16 ST	REID AVE	BROADWAY
W23RD ST	W 24TH ST	WASHINGTON AVE
QUEEN ANNE AVE	KINGSWAY DR	W 42ND PL
ASHLAND AVE	W 41ST ST	TOWER BLVD
ORCHARD HILL DR	BELMONT DR	APPLESEED DR
W 29 ST	REID AVE	LEXINGTON AVE
PACKARD DR	CAMDEN AVE	CHELSEA AVE
EDGEWOOD DR	W 35TH ST	W 37TH ST

WHEREAS, bids were formally taken for OPWC ROUND 39 – CONTRACT A, CONTRACT B and CONTRACT C on 3/16/2026; and,

WHEREAS, the City of Lorain through Ordinance No. 100-24 passed June 17, 2024, applied for a grant and loan from the Ohio Public Works Commission for Round 39 funds; and,

WHEREAS, the City of Lorain has received notification from the Ohio Public Works Commission that it has received a grant/loan in the amount of \$1,100,000; and,

WHEREAS, the City of Lorain will finance the project with the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300; and,

WHEREAS, the City of Lorain Department of Engineering has completed the necessary engineering and construction planning and has prepared all necessary construction plans and specifications for the project now on file in the City Engineering Department.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN,
STATE OF OHIO:**

SECTION 1: That the Director of Public Safety/Service is hereby authorized to enter into contracts with the lowest and best bidders for the rehabilitation of certain roadways in connection with the Ohio Public Works Commission (OPWC) Round 39 for Contract A in an amount not to exceed **\$377,028**, which includes 10% contingency and OPWC Round 39 Contract B in an amount not to exceed **\$908,152**, which includes 10% contingency and OPWC Round 39 Contract C in an amount not to exceed **\$1,025,683**, which includes 10% contingency.

SECTION 2: That the project shall consist of complete pavement replacement, base pavement replacement, asphalt resurfacing, casting replacements, pavement markings, grading, seeding and mulching and other necessary appurtenances.

SECTION 3: That, the Auditor, is hereby authorized to fund this project by using the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300.


SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

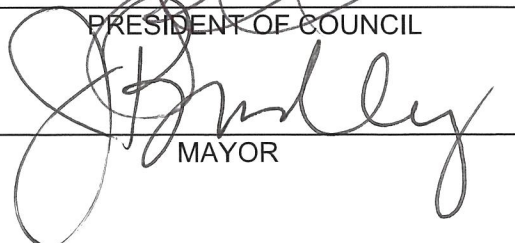
SECTION 5: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 4, 2026

ATTEST: Breanna Dell CLERK

APPROVED: April 6, 2026



PRESIDENT OF COUNCIL


MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. d.

Meeting Date: 04/06/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

PURPOSE AND BACKGROUND:

Bids were formally received on March 16, 2026. Ordinance No. 100-24 passed June 17, 2024, giving permission to apply for a grant and loan from the Ohio Public Works Commission which have been granted and approved in the amount of \$1,100,000.00. The city wishes to award contracts for OPWC Round 39 A, B and C to the lowest and best bidders.

RECOMMENDATION TO COUNCIL:

Consideration for Passage.

Admin Only

___ Ord. auth the S/S Director to enter contracts for the rehab of certain roadways in connection with the OPWC Round 39 Contracts A, B and C.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: \$2,310,086.00

List of Funding Source and/or Account Number: OPWC GRANT/LOAN & 4010.C401.6300.2300

Estimate of Incoming Revenue (fees, grants, etc.): \$1,100,000.00

Financing Requirements (Bonds, Loans, Lease, etc.):

The Total Project Amount is \$2,310,863.00. The City of Lorain has been awarded grant/loan from OPWC in the amount \$1,100,000.00. The City's portion in an amount not to exceed \$1,210,863.00 to be paid from the Capital Improvement Local Roadway Rehab Fund 4010.C401.6300.2300.

Attachments

Ordinance

Form Review

Inbox

Carrion
 Mayor Bradley
 Harper
 P. Riley

Reviewed By

Rey Carrion
 Jack Bradley
 Anita Harper
 Patrick Riley

Date

03/31/2026 03:43 PM
 03/31/2026 03:50 PM
 04/01/2026 03:36 PM
 04/01/2026 03:37 PM
 Started On: 03/24/2026 02:50 PM

Form Started By: Elva Martes
 Final Approval Date: 04/01/2026

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		



CITY OF LORAIN

Board of Control

2. p.

Meeting Date: 04/15/2026

Subject:

Request from Engineering Department to award the OPWC Round 39 Contract B to the lowest and best bidder Terminal Ready Mix, Inc. in the amount of \$908,152.00 (which includes 10% contingency). Bids were received from: Terminal Ready Mix \$825,592.24 and Fabrizi Trucking and Paving Co., Inc. \$1,022,131.32. Funding Account: 4010.C401.6300.2300.

Attachments

BOC Request Form
Ordinance



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

**All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting,
or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.**

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 3/17/2026
2. Name of Department Submitting Request: Engineering
3. Summary of Report: Award the following Contract: OPWC 39B. Bids were received on 3/16/2026
4. Name of Vendor: Terminal Ready Mix, Inc.
5. Amount: \$ 908,152 which includes 10% contingency
6. Number of account to be used for funding: . 4010.C401.6300.2300.
7. VENDOR DETAIL
Sole Source Vendor - Yes / No State Purchasing Vendor - Yes / No
List the names and the quote received from *at least three vendors* for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.
Vendor #1 Terminal Ready Mix, Inc. - \$ 825,592.24
Vendor #2 Fabrizi Trucking and Paving Co. Inc - - \$ 1,022,131.32
Vendor #3 _____
Vendor #4 _____
8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes / No
9. Is the amount requested due to a change order? Yes / No
10. If necessary, has City Council approved and when? Ordinance to award introduced on 4/6/2026

ORDINANCE NO. 44.20

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

WHEREAS, the listed roadways within the City of Lorain have failed and no longer meet proper standards of engineering for health, safety and economy for vehicular and pedestrian traffic; and,

WHEREAS, it is necessary to rehabilitate the following roadways as part of the current Local Roadway Rehabilitation Program:

Street Name	From Street Name	To Street Name
IOWA AVE	COLORADO AVE	BRIDGE DR
EASTLAWN ST	NEBRASKA AVE	NEW HAMPSHIRE AVE
W 16 ST	REID AVE	BROADWAY
W23RD ST	W 24TH ST	WASHINGTON AVE
QUEEN ANNE AVE	KINGSWAY DR	W 42ND PL
ASHLAND AVE	W 41ST ST	TOWER BLVD
ORCHARD HILL DR	BELMONT DR	APPLESEED DR
W 29 ST	REID AVE	LEXINGTON AVE
PACKARD DR	CAMDEN AVE	CHELSEA AVE
EDGEWOOD DR	W 35TH ST	W 37TH ST

WHEREAS, bids were formally taken for OPWC ROUND 39 – CONTRACT A, CONTRACT B and CONTRACT C on 3/16/2026; and,

WHEREAS, the City of Lorain through Ordinance No. 100-24 passed June 17, 2024, applied for a grant and loan from the Ohio Public Works Commission for Round 39 funds; and,

WHEREAS, the City of Lorain has received notification from the Ohio Public Works Commission that it has received a grant/loan in the amount of \$1,100,000; and,

WHEREAS, the City of Lorain will finance the project with the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300; and,

WHEREAS, the City of Lorain Department of Engineering has completed the necessary engineering and construction planning and has prepared all necessary construction plans and specifications for the project now on file in the City Engineering Department.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN,
STATE OF OHIO:**

SECTION 1: That the Director of Public Safety/Service is hereby authorized to enter into contracts with the lowest and best bidders for the rehabilitation of certain roadways in connection with the Ohio Public Works Commission (OPWC) Round 39 for Contract A in an amount not to exceed **\$377,028**, which includes 10% contingency and OPWC Round 39 Contract B in an amount not to exceed **\$908,152**, which includes 10% contingency and OPWC Round 39 Contract C in an amount not to exceed **\$1,025,683**, which includes 10% contingency.

SECTION 2: That the project shall consist of complete pavement replacement, base pavement replacement, asphalt resurfacing, casting replacements, pavement markings, grading, seeding and mulching and other necessary appurtenances.

SECTION 3: That, the Auditor, is hereby authorized to fund this project by using the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300.


SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

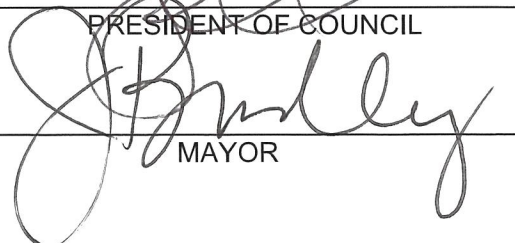
SECTION 5: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 4, 2026

ATTEST: Breanna Dell CLERK

APPROVED: April 6, 2026



PRESIDENT OF COUNCIL


MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. d.

Meeting Date: 04/06/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

PURPOSE AND BACKGROUND:

Bids were formally received on March 16, 2026. Ordinance No. 100-24 passed June 17, 2024, giving permission to apply for a grant and loan from the Ohio Public Works Commission which have been granted and approved in the amount of \$1,100,000.00. The city wishes to award contracts for OPWC Round 39 A, B and C to the lowest and best bidders.

RECOMMENDATION TO COUNCIL:

Consideration for Passage.

Admin Only

___ Ord. auth the S/S Director to enter contracts for the rehab of certain roadways in connection with the OPWC Round 39 Contracts A, B and C.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: \$2,310,086.00

List of Funding Source and/or Account Number: OPWC GRANT/LOAN & 4010.C401.6300.2300

Estimate of Incoming Revenue (fees, grants, etc.): \$1,100,000.00

Financing Requirements (Bonds, Loans, Lease, etc.):

The Total Project Amount is \$2,310,863.00. The City of Lorain has been awarded grant/loan from OPWC in the amount \$1,100,000.00. The City's portion in an amount not to exceed \$1,210,863.00 to be paid from the Capital Improvement Local Roadway Rehab Fund 4010.C401.6300.2300.

Attachments

Ordinance

Form Review

Inbox

Carrion
 Mayor Bradley
 Harper
 P. Riley

Reviewed By

Rey Carrion
 Jack Bradley
 Anita Harper
 Patrick Riley

Date

03/31/2026 03:43 PM
 03/31/2026 03:50 PM
 04/01/2026 03:36 PM
 04/01/2026 03:37 PM
 Started On: 03/24/2026 02:50 PM

Form Started By: Elva Martes
 Final Approval Date: 04/01/2026

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		



CITY OF LORAIN

Board of Control

2. q.

Meeting Date: 04/15/2026

Subject:

BOC Request from Engineering Department to award the OPWC Round 39 C Contract to the lowest and best bidder Terminal Ready Mix, Inc., in the amount of \$1,025,683.00 (which includes 10% contingency). Bids were received from Terminal Ready Mix, inc. \$932,438.24 and Fabrizi Trucking and Paving Co., Inc. \$1,168,428.69. Funding Account 4010.C401.6300.2300.

Attachments

BOC Request Form
Ordinance



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

**All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting,
or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.**

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 3/17/2026
2. Name of Department Submitting Request: Engineering
3. Summary of Report: Award the following Contract: OPWC 39C. Bids were received on 3/16/2026
4. Name of Vendor: Terminal Ready Mix, Inc.
5. Amount: \$ 1,025,683 which includes 10% contingency
6. Number of account to be used for funding: . 4010.C401.6300.2300.
7. VENDOR DETAIL
Sole Source Vendor - Yes / No State Purchasing Vendor - Yes / No
List the names and the quote received from *at least three vendors* for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.
Vendor #1 Terminal Ready Mix, Inc. - \$ 932,438.24
Vendor #2 Fabrizi Trucking and Paving Co. Inc - - \$ 1,168,428.69
Vendor #3 _____
Vendor #4 _____
8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes / No
9. Is the amount requested due to a change order? Yes / No
10. If necessary, has City Council approved and when? Ordinance to award introduced on 4/6/2026

ORDINANCE NO. 44.20

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

WHEREAS, the listed roadways within the City of Lorain have failed and no longer meet proper standards of engineering for health, safety and economy for vehicular and pedestrian traffic; and,

WHEREAS, it is necessary to rehabilitate the following roadways as part of the current Local Roadway Rehabilitation Program:

Street Name	From Street Name	To Street Name
IOWA AVE	COLORADO AVE	BRIDGE DR
EASTLAWN ST	NEBRASKA AVE	NEW HAMPSHIRE AVE
W 16 ST	REID AVE	BROADWAY
W23RD ST	W 24TH ST	WASHINGTON AVE
QUEEN ANNE AVE	KINGSWAY DR	W 42ND PL
ASHLAND AVE	W 41ST ST	TOWER BLVD
ORCHARD HILL DR	BELMONT DR	APPLESEED DR
W 29 ST	REID AVE	LEXINGTON AVE
PACKARD DR	CAMDEN AVE	CHELSEA AVE
EDGEWOOD DR	W 35TH ST	W 37TH ST

WHEREAS, bids were formally taken for OPWC ROUND 39 – CONTRACT A, CONTRACT B and CONTRACT C on 3/16/2026; and,

WHEREAS, the City of Lorain through Ordinance No. 100-24 passed June 17, 2024, applied for a grant and loan from the Ohio Public Works Commission for Round 39 funds; and,

WHEREAS, the City of Lorain has received notification from the Ohio Public Works Commission that it has received a grant/loan in the amount of \$1,100,000; and,

WHEREAS, the City of Lorain will finance the project with the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300; and,

WHEREAS, the City of Lorain Department of Engineering has completed the necessary engineering and construction planning and has prepared all necessary construction plans and specifications for the project now on file in the City Engineering Department.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN,
STATE OF OHIO:**

SECTION 1: That the Director of Public Safety/Service is hereby authorized to enter into contracts with the lowest and best bidders for the rehabilitation of certain roadways in connection with the Ohio Public Works Commission (OPWC) Round 39 for Contract A in an amount not to exceed **\$377,028**, which includes 10% contingency and OPWC Round 39 Contract B in an amount not to exceed **\$908,152**, which includes 10% contingency and OPWC Round 39 Contract C in an amount not to exceed **\$1,025,683**, which includes 10% contingency.

SECTION 2: That the project shall consist of complete pavement replacement, base pavement replacement, asphalt resurfacing, casting replacements, pavement markings, grading, seeding and mulching and other necessary appurtenances.

SECTION 3: That, the Auditor, is hereby authorized to fund this project by using the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300.


SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

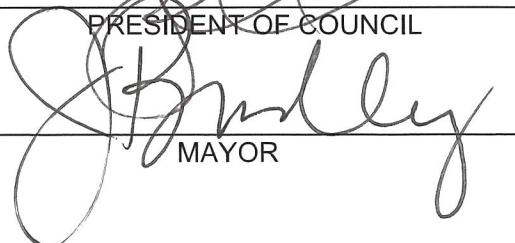
SECTION 5: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 4, 2026

ATTEST: Breanna Dell CLERK

APPROVED: April 6, 2026



PRESIDENT OF COUNCIL


MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. d.

Meeting Date: 04/06/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

PURPOSE AND BACKGROUND:

Bids were formally received on March 16, 2026. Ordinance No. 100-24 passed June 17, 2024, giving permission to apply for a grant and loan from the Ohio Public Works Commission which have been granted and approved in the amount of \$1,100,000.00. The city wishes to award contracts for OPWC Round 39 A, B and C to the lowest and best bidders.

RECOMMENDATION TO COUNCIL:

Consideration for Passage.

Admin Only

___ Ord. auth the S/S Director to enter contracts for the rehab of certain roadways in connection with the OPWC Round 39 Contracts A, B and C.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: \$2,310,086.00

List of Funding Source and/or Account Number: OPWC GRANT/LOAN & 4010.C401.6300.2300

Estimate of Incoming Revenue (fees, grants, etc.): \$1,100,000.00

Financing Requirements (Bonds, Loans, Lease, etc.):

The Total Project Amount is \$2,310,863.00. The City of Lorain has been awarded grant/loan from OPWC in the amount \$1,100,000.00. The City's portion in an amount not to exceed \$1,210,863.00 to be paid from the Capital Improvement Local Roadway Rehab Fund 4010.C401.6300.2300.

Attachments

Ordinance

Form Review

Inbox

Carrion
 Mayor Bradley
 Harper
 P. Riley

Reviewed By

Rey Carrion
 Jack Bradley
 Anita Harper
 Patrick Riley

Date

03/31/2026 03:43 PM
 03/31/2026 03:50 PM
 04/01/2026 03:36 PM
 04/01/2026 03:37 PM
 Started On: 03/24/2026 02:50 PM

Form Started By: Elva Martes
 Final Approval Date: 04/01/2026

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		



CITY OF LORAIN

Board of Control

2. r.

Meeting Date: 04/15/2026

Subject:

A request from the Engineering Department to issue a purchase order to Royce US Protections Services in an amount not to exceed \$55,000.00 for 2026 security services at the Black River Reclamation Site, located at 2601 E. 28th Street, Lorain, Ohio 44055, through the State of Ohio Cooperative Purchasing Program without bid, pursuant to Ohio Revised Code 154.04. The PO will be funded through Dredge Account 2900.R290.6300.1500.

Attachments

BOC Agenda Form - Royce
State Purchasing - Security
Royce-26



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 4/6/26
- 2. Name of Department Submitting Request: Engineering
- 3. Summary of Report: A request from the Engineering Department to issue a purchase order to Royce US Protections Services in an amount not to exceed \$55,000.00 for 2026 security services at the Black River Reclamation Site, located at 2601 E. 28th Street, Lorain, Ohio 44055, through the State of Ohio Cooperative Purchasing Program without bid, pursuant to Ohio Revised Code 154.04. The PO will be funded through Dredge Account 2900.R290.6300.1500.
- 4. Name of Vendor: Royce US Protection Service
- 5. Amount: \$55,000.00
- 6. Number of account to be used for funding: Dredge Account 2900.R290.6300.1500
- 7. VENDOR DETAIL

Sole Source Vendor - Yes / **No** State Purchasing Vendor - **Yes** / No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. **Yes**
- 9. Is the amount requested due to a change order? Yes / **No**
- 10. If necessary, has City Council approved and when? n/a



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: UNIFORMED ARMED AND UNARMED SECURITY GUARDS

CONTRACT NUMBER: CSP901122

EFFECTIVE DATES: 07/01/21 TO 06/30/23

* Renewal through 06/30/26

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP904421 that opened on 12/07/20. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Bureau of Workers' Compensation (BWC), as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

* Indicates renewal through 06/30/26

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<u>CONTRACT ITEMS</u>	<u>PAGE NO.</u>
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Price Schedule - Description of Services and Locations	4
Contractor Index	5

MUTUALLY AGREED UPON REVISIONS

The following addition to the Contract was agreed upon through negotiations.

1. Contractor must submit invoices to BWC for review before submission to Ohio Shared Services for payment.

AMENDMENT 1

* PROHIBITION OF THE EXPENDITURE OF PUBLIC FUND FOR OFFSHORE SERVICES

No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained.

Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

- * To advise of inclusion of updated language regarding the Prohibition of the Expenditure of Public Funds for Offshore Services, as a result of Amendment 1

PRICE SCHEDULE

TITLE: Uniformed Armed and Unarmed Security Guards
 CONTRACT NUMBER: CSP901122
 UNSPSC CATEGORY CODE: 92121504

CONTRACTOR: VETS SECURING AMERICA

Item ID No.	Description of Services and Location	Hourly Pay Rate to Employee	Hourly Pay Rate by the State
39178	Unarmed Security Guards for Cleveland Service Office (2 guards)	\$ 19.00 *	\$ 27.49 *
**			
39180	Unarmed Security Guard for the Springdale location	\$ 17.00 *	\$ 24.79 *
39181	Unarmed Security Guard for Toledo Service Office	\$ 17.00 *	\$ 24.79 *
39182	Armed Security Guard for Canton Service Office	\$ 21.00 *	\$ 30.49 *
39183	Armed Security Guard for Youngstown Service Office	\$ 21.00 *	\$ 30.49 *

NOTES:

1. All costs are in U.S. Dollars.
2. All rates above are per hour.
3. The State is not responsible for any costs not identified in this Price Schedule form.
4. The Hourly Pay Rate to Employee is the hourly rate paid directly to the guards by Contractor.
5. The Hourly Rate Paid by the State is the hourly rate charged to the State by Contractor. This includes the Hourly Pay Rate and benefits to Employee and overhead.
6. There will be no additional reimbursement for travel or other related expenses.
7. DAS reserves the right to request payroll records throughout the contract period to ensure the pay rate to employee remains compliant with this contract.

* To advise of change in Hourly Pay Rate to Employee and Hourly Rate Paid by the State, effective for all orders issued on or after 07/01/25.

**Indicates the removal of the Dayton Office due to it being closed down.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000276159
Vets Securing America, Inc.
1125 W. 190th St.
Los Angeles, CA 90248

REMIT TO:
PO Box 6534
Pasadena, CA 91109

CONTRACTOR'S CONTACT:

Gerald Gregory

CONTRACT NO.: CSP901122-1

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (800) 441-1808

E-mail: jerry@vetssecuringamerica.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	07/01/25	<p>This amendment is issued to advise that, as a result of mutual agreement between the State of Ohio and the Contractor, this Contract is renewed for an additional 12 months, effective 07/01/25 through 06/30/26.</p> <p>In addition, this amendment is issued to advise of change in Hourly Pay Rate to Employee and Hourly Rate Paid by the State, effective for all orders issued on or after 07/01/25, as indicated herein.</p> <p>Also, this amendment is issued to remove the Dayton Office from the pricelist due to the Agency closing the location.</p> <p>All other prices, terms and conditions remain unchanged.</p>
1	07/01/23	<p>This amendment is issued to advise that, as a result of mutual agreement between the State of Ohio and the Contractor, this Contract is renewed for an additional twenty-four (24) months.</p> <p>In addition, this amendment is issued to advise of change in Hourly Pay Rate to Employee and Hourly Rate Paid by the State, effective for all orders issued on or after 07/01/23, as indicated herein.</p> <p>Also, this amendment is issued to include updated language regarding the Prohibition of the Expenditure of Public Funds for Offshore Services.</p> <p>All other prices, terms and conditions remain unchanged.</p>



4600 Euclid Avenue, Suite 400 • Cleveland, OH 44103 • Tel: 216.426.7752 • 1.888.769.2301

Kathryn Golden
City of Lorain
200 West Erie Avenue
Lorain, Ohio 44052

April 13, 2026

Dear Kathryn

Thank you for the opportunity to continue to provide security services to the City of Lorain. We appreciate the partnership. Please find our rates below for 2026.
Thank You

Joe Conley, President/CEO

2026			
Billing Rate	\$24.24 per hour	Holiday Rate	\$36.36 per hour
Wage rate	\$16.00 per hour	Holiday Wage	\$24.00 per hour



CITY OF LORAIN

Board of Control

2. s.

Meeting Date: 04/15/2026

Subject:

A request from the Engineering Department to enter into an agreement with K.E. McCartney & Associates, Inc., for Professional Services associated with the E. 36th Street Improvements - Planning Project in an amount not to exceed \$1,500,000.00 to be funded from account 4010.C401.6300.7004 and as approved by Lorain City Council on April 6, 2026, via Ordinance 51-26.

Attachments

BOC Agenda Form - KEM_Raise
Agreement and SOW
Ordinance 51-26



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- Request Date: 4/6/26
- Name of Department Submitting Request: Engineering
- Summary of Report: A request from the Engineering Department to enter into an agreement with K.E. McCartney & Associates, Inc., for Professional Services associated with the E. 36th Street Improvements - Planning Project in an amount not to exceed \$1,500,000.00 to be funded from account 4010.C401.6300.7004 and as approved by Lorain City Council on April 6, 2026, via Ordinance 51-26.
- Name of Vendor: K.E. McCartney & Associates, Inc.
- Amount: \$1,500,000.00
- Number of account to be used for funding:
- VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- The Treasurer's Office has verified that the vendor selected is registered with the City. **Yes**
- Is the amount requested due to a change order? Yes / **No**
- If necessary, has City Council approved and when? Yes; Ord 51-26

ORDINANCE NO. 51-20

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH K.E. MCCARTNEY AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO THE E. 36TH STREET IMPROVEMENTS – PLANNING PROJECT FUNDED THROUGH A RAISE GRANT AWARDED TO THE CITY BY THE FEDERAL HIGHWAY ADMINISTRATION AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain has been awarded a RAISE Planning Grant from the Federal Highway Administration to design approximately 3.3 miles of new and improved roadway, multi-use path, and green infrastructure; and

WHEREAS, the City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering these program activities; and

WHEREAS, the firms were rated and ranked; and

WHEREAS, K.E. McCartney and Associates, Inc. (KEM), was selected as the highest rated firm; and

WHEREAS, this project includes professional services in the amount of \$1,500,000.00, to be paid from grant funds; and

WHEREAS, the Engineering Department seeks to enter into a professional services agreement with KEM.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

SECTION I: That the Safety/Service Director is hereby authorized to enter into an agreement for professional services with KEM, for the E. 36th Street Improvements – Planning Project in a form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

SECTION II: Professional services for the E. 36th Street Improvements – Planning Project shall require the City of Lorain to pay KEM an amount not to exceed \$1,500,000.00 as compensation for said professional services.

SECTION III: That the total cost of professional services shall not exceed \$1,500,000.00 and shall be paid from an account to be determined by the City of Lorain Auditor.


SECTION IV: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION V: That this Ordinance is hereby declared to be an emergency, the nature of the emergency being the timely execution of the project for the safety and welfare of the citizens of Lorain. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor providing it meets the statutory requirements for passage, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

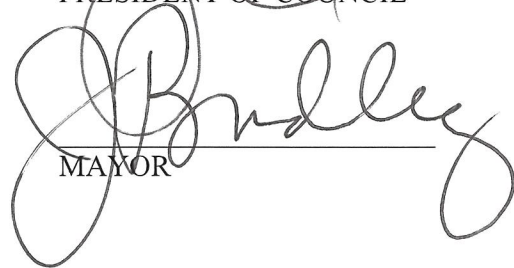
PASSED: April 6, 2026

ATTEST: Breanna Nelson CLERK

APPROVED: April 6, 2026



PRESIDENT OF COUNCIL



MAYOR

Exhibit A

**AGREEMENT
BETWEEN THE CITY OF LORAIN AND
VENDOR**

AGREEMENT

Effective as if the _____ day of _____ in the year of 2026

BETWEEN the City:

The City of Lorain
200 West Erie Avenue
Lorain, Ohio 44052

The Vendor is:

K.E. McCartney & Associates, Inc.
52 North Diamond Street
Mansfield, OH 44902

The Project is:

**East 36th Street Improvements –
Planning Project**

The City of Lorain and Vendor agree as set forth below.

THIS AGREEMENT, effective as of the _____ day of _____, 2026, between the City of Lorain, organized and existing as a political subdivision of the State of Ohio, and (“Vendor”). The City of Lorain and Vendor agree as set forth below:

WHEREAS, it is necessary to perform professional services for the (herein after known as PROJECT); and

WHEREAS, in order to perform such services, it is necessary to supplement regularly employed City of Lorain staff with outside professional consulting services; and

WHEREAS, the City of Lorain finds Vendor’s proposal acceptable and desires to hire and engage Vendor to supplement the staff of the City of Lorain and to furnish the services necessary, in accordance with the Vendor’s proposal and the terms, conditions and provisions contained herein. Vendor, pursuant to the information provided in its proposal and evaluated by the City of Lorain, has been determined to be qualified and competent to provide the required professional services;

NOW, THEREFORE, it is agreed that the City of Lorain shall and does hereby employ Vendor to perform the services as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. DEFINITIONS

1.1 “City” means the City of Lorain, Ohio.

1.2 “Director of Public Safety/Service” means the Director of Public Safety/Service for the City of Lorain, Ohio, his/her successor, or his/her Authorized Designee.

- 1.3** “Vendor” means K.E. McCartney & Associates, Inc. (KEM)
- 1.4** “Services” means those services performed by Vendor as detailed in the Scope of Services, (Exhibit “A”) as per this Agreement.
- 1.5** “Base Agreement Price” means the Vendor’s base agreement price for Services as specified in the Scope of Services, (Exhibit “A”), and Compensation, (Exhibit “B”), excluding specific and general allowances.
- 1.6** “Agreement Modification” means changes to this original agreement as executed. Agreement Modifications require prior authorization by the Director of Public Safety/Service and approval by the City Council, and must be executed by both the City and the Vendor.
- 1.7** “General Allowance” means funds, not included in the Base Agreement Price, reserved for additional services not foreseeable at the time of scope development but necessary to complete the project to meet the City’s needs. The amount of the General Allowance is determined by multiplying the Base Agreement Price by a defined percentage as shown in Exhibit “B” Compensation.
- 1.8** “Reallocation of Funds” means a transfer of funds between tasks, as presented in Exhibit “B” – Compensation, that does not result in a change to the original Agreement Scope of Services or Total Agreement Price.
- 1.9** “Schedule Delay” means a projected or actual delay in completion of tasks, activities, or project completion that does not result in a change to the original Agreement scope of Services or Total Agreement Price.
- 1.10** “Specific Allowance” means funds, as established by the City, that are included in the Total Agreement Price for specific scope of Services tasks that are either 1) generally

known to be required for the project but whose level of effort is unknown until after select items of the base Services have been performed, or 2) pre-identified optional tasks that may or may not be required to complete the project as contemplated. The price of Specific Allowance items are usually defined with a dollar amount.

1.11 “Total Agreement Price” means the sum of Vendor’s Base Agreement Price for the original scope of Services, Specific Allowances, and General Allowances.

1.12 “Project” means East 36th Street Improvements – Planning Project

Section 2. SCOPE OF SERVICES

2.1 Vendor does hereby promise and agree to provide the professional services as described in the Scope of Services (Exhibit “A”).

Section 3. REPRESENTATIVES

3.1 Vendor shall designate and authorize an employee of Vendor to act as its agent for all purposes under this Agreement, who shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of Vendor’s participation in the project. The Vendor’s Project Manager must be approved by the City, and any change in the Vendor’s Project Manager requires prior approval by the City.

3.2 For purposes of this Agreement, the agent for the City who is authorized to bind the City and liaison officer with respect to the matters contained herein shall be the Director of Public Safety/Service or such other person designated by him.

Section 4. COMPENSATION FOR VENDOR'S SERVICES

4.1 The City will pay the Vendor for the successful completion of the Scope of Services in Exhibit "A", subject to the terms and conditions of this Agreement, a Total Agreement Price not to exceed one million five hundred dollars (\$1,500,000). Compensation for the Services described in this Agreement will be according to the terms and methods of this Agreement and Exhibit "B" - Compensation. The approved methods for compensation are "time and materials". "Lump sum" compensation shall not be accepted. The compensation method for this Agreement is designated and further defined in Exhibit "B" – Compensation.

4.1.1 Time and Materials

Time and materials, if specified in Exhibit "B" - Compensation, is based on a combination of labor, subVendor, and direct expense costs as specified in Exhibit "B" - Compensation and defined in this Agreement.

4.1.1.1 Labor Costs

Labor costs are computed by multiplying the Vendor's billing rates (as designated in Exhibit "B" - Compensation) that comprises all overhead and profit applied to the actual labor hours worked on the Services.

4.1.1.2 SubVendor Costs

SubVendor costs (both labor - using the same cost approach as the Vendor - and direct expense costs incurred by SubVendor) are invoiced by Vendor with no markup.

4.1.1.3 Direct Expense Costs

Direct expense costs in support of delivering the Services are included on the Vendor invoice. Direct expense costs (non-labor) may include, but are not limited to, mileage, travel and lodging expenses, mail, shipping, supplies, printing and reproduction services, and other direct expenses routinely charged by Vendor to specific projects that are applicable to delivering the Services.

4.2 The task budgets are presented in Exhibit “B” - Compensation. Task funds may be reallocated within individual tasks, as long as reallocations do not negatively affect the business opportunity program goals, upon written approval to Vendor by the City’s Project Manager or supervisors. Task funds may be reallocated between tasks, so long as the changes do not result in a change to the original Scope of Services or Total Contract Price, upon written approval by the City.

4.3 Tasks may be modified with prior written authorization of the Director, in which case funds may be shifted from one task budget to another, in accordance with Section 4.2. In the event funds are not available to perform a modified Task, or Services are considered to be outside the original contract scope, such items will be deemed additional Services.

4.4 Vendor shall not perform Additional Services, nor incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such services and expenses until the following conditions have been satisfied:

4.4.1 Submittal by Vendor of written notice to the City prior to the initiation of such additional Services, including an estimate of cost and schedule implications and a detailed scope of such Services;

- 4.4.2** Prior approval of the City’s Council of the modification of this Agreement by the addition of such Services and additional compensation, if any;
- 4.4.3** If the additional Services increase the Total Agreement Price under this Agreement, certification of such additional cost by the City’s Auditor;
- 4.4.4** A written modification to the Agreement; and
- 4.4.5** Written notification to Vendor from the Director directing Vendor to perform such additional Services prior to commencement of the additional Services.
- 4.5** For additional Services deemed by the City to be time critical, Vendor may commence Services with verbal authorization from the Director of Public Safety/Service.
- 4.6** Specific and general allowance funds may be utilized with prior written approval by the City.
- 4.7** Any costs which are paid by the City and are determined by a final audit or subsequent audit to be non-allowable in accordance with generally accepted cost accounting principles shall be refunded to the City. The City is exempt from all sales, use, and excise taxes and the City shall not be obligated to pay for such taxes. Upon request by Vendor, the City shall provide a copy of the City’s certificate of tax exemption.
- 4.8** The Vendor shall assist the City in preparing any required permits or licenses; however City shall be responsible for paying for the permit, licenses or access fees required to complete the Services.

Section 5. METHOD OF PAYMENT

- 5.1** For the purpose of providing progress payments for the performance of the Services under this Agreement, Vendor will submit monthly invoices on the

City's standard invoice template and on a schedule stipulated by the City. Progress payments will be made according to the provisions in Exhibit "B" - Compensation.

5.2 Invoices must be accompanied by backup information appropriate to the compensation method designated in Exhibit "B" – Compensation. However invoices will not be paid unless schedule updates are submitted as required in Section 6.0 - Term and Schedule.

5.3 Vendor shall furnish a list of key personnel to be assigned to the project prior to the initial invoice. Vendor shall update this list to reflect changes in key personnel assigned to the Project as they occur and/or at the City's request. The City reserves the right to reject any personnel assigned or proposed for assignment to this project after consultation with Vendor.

5.4 If the Time and Materials compensation method is designated in Exhibit "B" – Compensation, then Vendor shall also furnish, prior to the initial invoice, a list of all personnel expected to be assigned to the Project along with their direct "raw" hourly rates in order to facilitate processing of Vendor invoices. Vendor shall update this list to reflect changes prior to new personnel appearing on an invoice.

5.5 If the Time and Materials compensation method is designated in Exhibit "B" – Compensation, then Vendor shall furnish the City with a list of all personnel anticipated to be authorized to incur travel, lodging, meals and related expenses. This list shall display the individuals by name, assigned location and item of expense authorized to be incurred. Vendor shall update this list to reflect additions or deletions of personnel to the project as they occur and/or at the City's request.

5.6 All compensation procedures and invoice requirements set forth herein shall also apply to all subVendors directly contracted to the prime Vendor. Deviations from said

procedures and requirements may be allowed only after written application by the Vendor to the City and written acceptance of such deviation by the City.

5.7 The City retains the right to limit progress payments if, in the reasonable opinion of the City, the percentage of the Total Agreement Cost billed exceeds the earned value in delivering the Services as measured by the City's earned value tracking system.

5.8 Prior to payment of the final invoice, Vendor agrees to deliver to the City the following, if applicable to the Services:

5.8.1 All electronic data files, plans, sketches, drawings, documents, reports, memoranda and reproducibles related to the project and as required by the City's representative. Vendor may retain one copy of any or all of the aforementioned materials for its files.

5.8.2 Record drawings.

5.8.3 All non-expendable personal property purchased and approved by the City as other Direct Costs.

5.8.4 A formal written release of all claims and financial requirements arising by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by Vendor from the operation of the release in stated amounts to be set forth therein.

5.9 All accounting and financial matters relating hereto shall be processed by the City's Auditor. Payments shall be made by the City on the monthly statements only after they have been certified by the City's representatives and approved by the Director and the City Auditor. Provided the City receives the required backup documentation, the City

shall endeavor to make payment to the Vendor within thirty (30) days from the City's receipt of a monthly statement.

5.10 No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Services.

5.11 Right to Inspect; Right to Audit Books. The Vendor and all subVendors shall maintain books, records, documents, and other evidence directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications and other contract documents at Vendor's office during the period of their preparation. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, also have the right to examine records of payments to SubVendors. Further, if the Time and Materials method of compensation is designated in Exhibit "B" – Compensation, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect and examine the Vendor's accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries, and records of payments made to SubVendors.

5.12 In the event of a disputed invoice, only the disputed portion shall be withheld from payment by the City and the City will process the remaining undisputed portion of the invoice.

Section 6. TERM AND SCHEDULE

- 6.1** Vendor shall not perform any Services hereunder until receipt of written Notice to Proceed from the City. The term of this Agreement shall begin upon performance of the Services hereunder, and shall, unless extended by the City, or unless sooner canceled or terminated pursuant to the provisions hereof, expire on upon successful completion of the Services.
- 6.2** The completion of the Services in a timely and orderly manner is essential. Vendor shall perform all Services and submit deliverables required by the Agreement within the times stipulated in the approved baseline Project Schedule.
- 6.3** Vendor shall prepare and submit a baseline project schedule for City approval in accordance with the City's Schedule Guidance Document.
- 6.4** Vendor shall monthly update, status, and submit the project schedule and schedule narrative for review by the City in accordance with the City's Schedule Guidance Document. The requirement to submit schedule updates on a monthly basis may only be revised by authorization of the Director or his designee.
- 6.5** Neither party to this Agreement shall be deemed in default in the performance of its obligations if that party is prevented or delayed from performing by forces beyond its control, (hereinafter "Force Majeure") including, without limitation, acts of God or of a public enemy; acts of a municipal, state, federal or other governmental legislative, administrative or judicial entity; any catastrophe resulting from flood, fire, extreme weather conditions, explosion; labor disturbances; and other cause beyond the control of the non-performing party. Vendor may be granted a time extension and cost adjustment for its performance based on the duration of the Force Majeure.

Section 7. STANDARDS OF PERFORMANCE, ERRORS AND OMISSION

- 7.1** Services provided by the Vendor and all of its agents, subVendors, and employees under this Agreement shall be performed in a manner consistent with the degree of care and skill customarily accepted as good professional practices and procedures by members of the same profession.
- 7.2** The City shall not be responsible for discovering deficiencies in the technical accuracy of Vendor's Services. During the term of the Agreement, the Vendor shall be solely responsible for the accuracy of Services and shall promptly make necessary revisions or corrections to the Services performed to the extent that the necessary revisions or corrections resulted from Vendor's negligent acts, errors or omissions, without any additional compensation from the City.
- 7.3** Acceptance of Services, including payment for same, shall not relieve the Vendor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.
- 7.4** In the event of any negligent act, error, or omission which the City determines, using a reasonableness standard, to be the responsibility of the Vendor in any phase of the service, the correction, repair or reconstruction of which may require additional field or office work or services, the Vendor shall be promptly notified and shall be required to perform such corrective Services as may be necessary without delay and without additional cost to the City. The period of re-performance for Services under this Section shall be limited to one (1) year from the time the original Services were completed. Vendor shall be reimbursed for any costs incurred for the correction, repair, or

reconstruction of which requires additional field or office work or services that have been subsequently determined not to be the responsibility of Vendor as per above.

7.5 The City will provide to Vendor all data in City's possession relating to the Services. The Vendor shall be able to reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City, however, prior to relying upon such data and information, the Vendor shall be required to take reasonable measures to verify its accuracy, timeliness and completeness.

7.6 The City will endeavor to review Vendor- provided reports, studies, drawings, specifications, proposals and other documentation in a timely manner and provide prompt written notice of any inconsistencies, errors or items of concern.

Section 8. INSURANCE AND WAIVER OF SUBROGATION

8.1 INSURANCE

8.1.1 Liability Insurance to be provided by Vendor, Vendor's subVendors and professionals engaged by Vendor. For any Services under this Agreement, and until completion of the entire Services, the Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the Services performed or required to be performed, provided or required to be provided, hereunder.

8.1.1.1 Auto Liability Insurance

Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of One Million Dollars (\$1,000,000) for the Vendor and not less than Five Hundred Thousand Dollars (\$500,000) for the SubVendor(s) minimum annual combined single limit, bodily injury and property damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Vendor, Vendor's subVendors, or Professionals engaged by Vendor. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance.

The City and its officials, employees, representatives, agents, and Vendors including the City's Vendors for the Project shall be named as additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professional's(s') engaged by Vendor Automobile Liability policies. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CA 20 48 02/99 for Auto Liability, or a substitute form providing equivalent coverage.

8.1.1.2 Workers' Compensation

Workers' Compensation with statutory limits. Employers Liability with an annual limit of One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage including

defense of an allegation against the employer for injury believed to have been substantially certain to occur. The Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

8.1.1.3 General Liability Insurance

Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Agreement, coverage as respects independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of the following amounts:

(a) Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

(b) Vendor's Vendor(s) and Professionals engaged by the Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

The City and its officials, employees, representatives, agents, and City's Vendors for the Project shall be named as additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professionals' engaged by the Vendor Commercial General Liability policies (including Employers Liability) and Excess/Umbrella Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability, or substitute form providing equivalent coverage. The additional insured coverage afforded under the Vendor's, Vendor's subVendor's(s') and Professionals' engaged by the Vendor policies shall include both ongoing operations (services in progress) and completed operations (completed services). All coverage shall be maintained for a minimum of three (3) years after expiration of this Agreement. The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance Commercial General Liability and Umbrella/Excess limits of liability (including Product/Completed Operations coverage) shall apply on a per project basis.

8.1.1.4 Professional Liability Insurance

Vendor, Vendor's subVendor's(s) and Professionals engaged by the Vendor shall purchase and maintain in force Professional Liability insurance (including contractual liability coverage) covering liability and damages arising out of or resulting from Vendor's professional services rendered, or which should have been rendered, pursuant to this Agreement. Each of Vendor's subVendor(s) or Professionals engaged by Vendor who are required to render or provide professional services pursuant to this Agreement and/or the contract between the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor, or at any other subVendor level, shall purchase and maintain Professional Liability insurance coverage with limits of liability and coverage requested herein.

(a) Vendor's Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

(b) Vendor's subVendor(s) and Professionals engaged by Vendor Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

Professional Liability insurance may be written on a claims-made basis provided such policy shall either (i) be renewed annually for a period of not fewer than three (3) years following expiration of this Agreement with substantially the same terms and conditions or (ii) include an extended reporting period endorsement or clause providing not less than

three (3) years within which a claim may be made under the policy respecting the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor performance of Services; the cost of coverage for such three (3) year period shall be borne exclusively by the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor as the case may be.

8.2 Property Insurance

The Vendor shall purchase and maintain Property insurance covering construction machinery, equipment, special equipment, false work, scaffolding, materials, mobile equipment, valuable papers, trailers, and tools used or owned by the Vendor in the performance of the Services. The Vendor also agrees to require Vendor's subVendor(s) and Professionals engaged by Vendor to insure any and all property listed above used or owned by the Vendor's subVendor(s) or Professionals engaged by Vendor in the performance of the Services. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property listed above used or owned by the Vendor, Vendor's subVendor(s) or Professional engaged by Vendor in the performance of the Services.

8.3 Insurance Coverage Requirements:

8.3.1 Primary Coverage

The insurance coverage to be purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor as required herein to name the City as Additional Insured shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not

contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

8.3.2 Thirty Days Notice

Either the insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor, or the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor shall incorporate a provision requiring the giving of written notice to City, Vendor, and to any other person(s) or party(ies) reasonably designated by City, at least thirty (30) days (except when due to non-payment of premium) prior to the cancellation, non-renewal, and/or material modification of any insurance policy required to be purchased and maintained pursuant to this Agreement. Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall promptly notify City of a downgrade in the AM Best Company rating of any insurance company providing the insurance coverage for Vendor, Vendor's subVendor(s) and/or Professionals engaged by Vendor.

8.3.3 Financial Strength

The insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor herein shall be placed and maintained until expiration of this Agreement with insurance companies rated at least A-, Financial Size Category of at least VII, by A.M. Best Company, licensed or otherwise authorized and able to do business in Ohio.

8.3.4 Vendor(s) and Professionals engaged by Vendor Insurance. Vendor shall not sublet or subcontract any part of this Agreement without assuming absolute

responsibility for requiring and taking actions to know that each Vendor's subVendor(s) and Professionals engaged by Vendor (and each subVendor at every tier) purchase and maintain the types of insurance required hereby with the same terms and conditions as herein required of the Vendor and the limits of liability herein required of Vendor's subVendor(s) and Professionals engaged by Vendor. Failure of Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor to purchase and maintain insurance for a minimum of three (3) years after expiration of this Agreement shall be deemed a material breach of this Agreement, allowing the City, in addition to all other remedies available to City under this Agreement, at law and/or in equity, to terminate this Agreement or to provide insurance at the Vendor's sole expense, in neither case, however, shall the Vendor's liability hereunder be lessened.

8.3.5 Notice of Occurrence

Upon Vendor's knowledge of any actual or alleged occurrence, event, or third-party claim(s) which may result in or give rise to a claim against liability imposed upon, or loss suffered by Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor related to the Project, and which may exceed One Million Dollars (\$1,000,000), Vendor shall (i) immediately provide the City with written notice of such occurrence, event or third-party claim(s) with reasonable detail; this requirement applies irrespective of when, where, or how the claim, liability, or loss occurred, whether or not the claim, liability or loss relates to or arises from the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor Services, or the validity or status of such claim, liability or

loss, and applies to the entire Contract term and the three (3) years following expiration of this Agreement; and (ii) all such notice shall be issued in accordance with this Agreement.

8.3.6 Evidence of Insurance

Vendor shall submit to the City within ten (10) Calendar Days after City's notice of Contract award and prior to Date of Commencement, certificates of insurance evidencing the effectiveness of the insurance policies required by this Agreement. The Project Site shall be identified on the certificate(s) and the certificate(s) and policies shall be delivered to City pursuant to the terms of this Agreement.

At any time during the term of this Agreement and annually (measured from the Date of Commencement) for a period of three (3) years following expiration of this Agreement, the Vendor shall promptly provide certificates of insurance to the City evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement. All endorsements to or modifications of insurance purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor pursuant to this Agreement shall be subject to City's review and final acceptance. City's review, receipt and/or acceptance of any insurance policy purchased and maintained by the Vendor, Vendor's subVendor(s), or Professionals engaged by the Vendor or a certificate of insurance evidencing such insurance, shall not constitute nor be deemed to constitute City's approval

of such insurance or City's agreement that such insurance satisfies the insurance requirements set forth in this Agreement.

8.3.7 Compliance

If any insurance purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to this Contract contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor does not comply with the regulations or statutes governing the Project, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for the Vendor's, Vendor's subVendor(s) and Professionals engaged by Vendor intentional or willful non-compliance with Applicable Laws.

8.3.8 No Limitation

The types and limits of insurance to be purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to these Contract Document shall not be deemed to constitute a limitation of the Vendor's, Vendor's subVendor's(s'), Professionals' engaged by Vendor liability hereunder or otherwise, or otherwise to limit or affect the Vendor's indemnification obligations hereunder; by requiring insurance herein, City does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor.

8.3.9 Purchase of Insurance

If the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor fail(s) to purchase and maintain, or fail to continue in force throughout the term of this Agreement and until expiration of this Agreement and where required herein, for the minimum of three (3) years after expiration of this Agreement, insurance in the types and with limits of liability required herein, City may purchase such insurance and the cost thereof shall be borne by the Vendor, and shall be deducted from any amounts due and owing by the City to the Vendor. If such amounts are insufficient, the Vendor agrees to promptly pay the City the amount incurred by the City to purchase such insurance.

8.3.10 Other Insurance

Any insurance or any increase of limits of liability not described in this Article 3 which Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor requires for their own protection shall be its own responsibility and at its own expense and shall not be considered part of the Vendor's fee for base Services or part of Vendor's Reimbursable Expenses or be subject to a request for Additional Services.

**Section 9. TERMINATION OF AGREEMENT AND THE CITY'S RIGHT TO PERFORM
VENDOR'S OBLIGATIONS**

9.1 Termination for Cause and Default of Vendor

This Agreement may be terminated by the City at any time for cause upon written notice to Vendor of such intent when either the progress or results achieved under this

Agreement are unacceptable to the City, and upon giving Vendor reasonable notice and opportunity to cure such unacceptable progress or results, which Vendor fails to perfect. In no event, shall the reasonable notice be less than thirty (30) calendar days.

9.2 If this Agreement is cancelled by the City prior to completion, Vendor, within ten (10) working days of such cancellation, shall submit a certified final progress report of the percentage of Services completed by the date of cancellation. The City shall pay Vendor for the Services completed as certified in this statement and as approved by the Director of Public Safety/Service. Notwithstanding any other provision of this Agreement, all records, documents, materials, equipment, and working papers prepared or purchased as part of the Services under this Agreement shall become and remain the property of the City, and upon any such cancellation, Vendor shall turn over to the City all records, documents, working papers, equipment and other materials which should be necessary, in the opinion of the City, to maintain continuity in progress of the Services by another Vendor. The City shall allow the Vendor to retain copies for their records, if Vendor chooses to do so.

9.3 Upon the occurrence and during the continuance of an event of default, the City may, but shall not be obligated to, take such actions as the City deems reasonable in order to cure the act or omission of Vendor that is the basis of the default, and the Total Contract Price shall be reduced by the cost to the City of taking such actions. Costs associated with the start-up and shut-down of the Services shall be at Vendor's expense.

9.4 This Agreement may be terminated by Vendor for event of default by the City, which would include failure to perform a material obligation and non-payment by City, upon thirty (30) days written notice, based upon the breach provisions as contained in this

Agreement. Within ten (10) working days, Vendor shall submit a certified final progress report of the percentage of Services completed by the date of the termination. The City shall pay Vendor for the Services completed as certified in the statement and approved by the Director of Public Safety/Service.

9.5 Termination without Cause

The City may terminate this Agreement without cause upon thirty (30) days written notice. If the City terminates this Agreement without cause it shall make payment to Vendor for Services performed prior to the date of termination and reasonable demobilization costs, including any reimbursable expenses, if any then due, which shall be subject to the City's review and approval, and which shall not be unreasonably withheld. Vendor shall, as a condition of receiving the payments referred to in this Section 9, execute and deliver all such documents and take all such steps, including the legal assignment of its contractual rights, as the City may require for the purposes of fully vesting in it the rights and benefits of Vendor under such obligations or commitments. The acceptance of payment under this Section 9 for termination by the City without cause shall constitute full and complete satisfaction of any and all damages and claims of Vendor regarding the Vendor's performance of the Services and the termination of Vendor's Services by the City.

Section 10. WORKERS' COMPENSATION COVERAGE

10.1 Vendor shall at all times during the term of this Agreement subscribe to and comply with the Workers' Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all

liability arising from or under said Act. It shall furnish at the time of delivery of this Agreement and at such other times as may be requested, a copy of the official certificate of receipt showing the payment hereinbefore referred.

Section 11. INDEMNITY

11.1 Vendor shall be responsible for the safety of its personnel related to and during the performance of Services required by this Agreement and will take reasonable measures to ensure that it and its SubVendors provide and maintain a safe working environment. Vendor shall ensure that its employees and the employees of its SubVendors, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Vendor shall remove from the site any employees or SubVendors that fail to abide by applicable health and safety regulations. Vendor shall not knowingly permit a hazardous, unsafe, unhealthy or environmentally unsound condition or activity to be conducted at any Project site.

If Vendor becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the City and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Vendor has control. The City may, but is not obligated to, inspect at reasonable times, the Project site and Vendor's facilities and appropriate Project Records to ascertain Vendor's and its SubVendors' compliance with the requirements of this Agreement; provided however, neither the existence nor exercise of such right will relieve Vendor of its responsibility

for its own and its SubVendors' compliance with this Agreement, to always use due care in the performance of Services and for fulfilling all of its other obligations hereunder with respect to health and safety. Vendor shall promptly notify the City of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Agreement, even though such occurrence was not caused or consented to by Vendor, its employees, SubVendors or agents. Smoking is prohibited at the Project site. Vendor shall monitor the City's no smoking rule with respect to its employees and SubVendors while they are working at the Project site.

11.2 Vendor shall indemnify, save and hold the City and its officers, employees, and agents free and harmless against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to any and all negligent acts, errors, or omissions by the Vendor (including its employees and agents) or any ambiguities in the plans and specifications, providing that such ambiguities are originated by or the responsibility of the Vendor and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Vendor in the performance of this Agreement. The Vendor shall be given the opportunity to defend on behalf of the City, any action or claim brought against it which, if successfully prosecuted, would give rise to a claim hereunder against the Vendor. This indemnification shall not result in the unjust enrichment of the City. In the case of any ambiguities, the City shall afford the Vendor a reasonable opportunity to mitigate the damage and clarify any such ambiguities within a reasonable time after discovery by

or notice to City. City shall promptly notify the Vendor of any claim, demand, action, cause of action, or other liability for which the City may seek indemnification from the Vendor. The provisions of this paragraph shall survive the termination/expiration of this Agreement

11.3 In any and all claims against the City, Vendor or any of its members, officers, agents or employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

11.4 Vendor further agrees to indemnify and hold harmless the City from claims made by employees of Vendor or employees of Vendor's subVendors and based on injuries, sickness, disease, death or disability, to the extent arising out of the professional negligence of Vendor. As between Vendor and the City, Vendor agrees that it will not assert a claim of and expressly waives any and all immunity pursuant to applicable Workers' Compensation laws, with regard to this indemnification.

Section 12. MBE/WBE/SBE COMPLIANCE

12.1 The Minority- and Women Business Enterprise ("MBE/WBE") and/or Small Business Enterprise ("SBE") subcontracting goals established for this Agreement are defined in Exhibit "D" – MBE/WBE/SBE Compliance Goals.

Section 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 Vendor agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, and with the City's Equal Employment Opportunity Policy, Guidelines and Procedures.

13.2 Vendor agrees to provide the City with information regarding its employment practices, in such forms as the City may prescribe; and that compliance with such requests is a condition of this Agreement.

Section 14. WPCLF ASSISTANCE AND APPLICABILITY OF FEDERAL REQUIREMENTS

14.1 Should the City seek Water Pollution Control Fund (WPCLF) financing for this Agreement under the Clean Water Act, as amended, and it is the intent of the parties that the Agreement be construed in a manner most favorable to obtaining such financing.

14.2 In the event that WPCLF financing is utilized for this Agreement, it is specifically agreed that the City Standard Clauses for WPCLF Assisted Professional Services Agreements (Exhibit "E") shall apply to this Agreement.

Section 15. INDEPENDENT CONTRACTOR

15.1 Vendor shall be and remain an independent contractor with respect to all Services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages,

salaries or other remuneration paid to persons employed by Vendor on Services performed under the terms of this Agreement, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and Vendor agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefore.

Section 16. SUBVENDORS

16.1 Since this Agreement is made pursuant to the proposal submitted by Vendor and in reliance upon Vendor's qualifications and responsibility, Vendor shall not sublet nor shall any subVendor commence performance of any part of the Services except as specifically included in this Agreement without prior written consent of the City. In making the application for subletting any portion of the Services, Vendor shall state in writing the portion of the Services which each subVendor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement.

16.2 All subVendors for Services covered by this Agreement must conform to the requirements of this Agreement.

16.3 Debarment

The Vendor acknowledges the EPA regulations regarding the use of businesses which are included on the System for Award Management (SAM) database of businesses

which have been debarred, suspended or voluntarily excluded from participating in EPA assisted activities, and expressly agrees not to subcontract to any such businesses.

Section 17. ASSIGNMENT OF AGREEMENT

17.1 The City and Vendor bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Vendor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 18. DISPUTE RESOLUTION

18.1 In the event of a dispute between the Parties for obligations under this Agreement, either Party may request the following dispute resolution process. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

18.1.1 The Parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The Parties shall first try to resolve the dispute at the level of the designated representatives in Section 3. If the Parties are unable to resolve the dispute at that level within 10 working days, the Parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute.

18.1.2 If the Parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the Parties shall begin the mediation process within 20 days of such notice. The Parties shall select a mediator, who is experienced in the relevant services provided herein. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective representatives in Section 3. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

18.1.3 Such mediation shall be non-binding between the Parties and shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Section 20.2 below.

Section 19. CONSTRUCTION

19.1 All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context

or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. Vendor agrees that no representations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the event of any variance between the provisions of this Agreement and Vendor's Scope of Services (Exhibit "A"), the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Invalidation of any provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

Section 20. MISCELLANEOUS

20.1 Copyrights

The Vendor acknowledges and agrees to follow the EPA requirements of 40 CFR Part 30 regarding copyrights and rights in data for any discovery or invention which arise or is developed in the course of implementing this Agreement. All specific deliverables developed under this Agreement shall become the property of the City. All work product (including pre-existing intellectual property) of the Vendor in executing the Services shall remain the property of Vendor. Any inventions, patents,

copyrights, computer software, or other intellectual property developed during the course of, or as a result of the Services shall remain the property of the Vendor.

20.2 Remedies

The parties agree that all claims, counter-claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

20.3 Defective Pricing

The Vendor and subVendor, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiated agreements, lower tier subagreements, and change orders is based on current, accurate, and complete data supported by their books and records. If the City determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and the Agreement shall be modified in writing to reflect such action.

20.4 Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration,

or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

20.5 Gratuities

If the City finds after a notice and hearing that the Vendor, or any of the Vendor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the City in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the City may, by written notice to the Vendor, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides.

20.6 The Vendor shall retain all records relating to this Agreement and the Services performed for a period of five (5) years after its termination.

20.7 Raise Grant Terms and Conditions

The Vendor acknowledges that the City and the United States Department of Transportation ("USDOT") entered into a Grant Agreement Under The Fiscal Year 2024 Raise Program ("Grant Agreement"), a copy of which is marked Exhibit F, attached hereto and made a part hereof by reference. The Vendor agrees that it, and any subvendors the Vendor engages as provided in Section 16.2 above, are to comply with the terms of the Grant Agreement, so far as applicable to the Work of the Vendor and any of its subvendors, as part of the City receiving funding from the USDOT.

Section 21. EXHIBITS

21.1 It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern except for Exhibit F, which shall govern any conflict or variance to the terms of this Agreement.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- a. Exhibit “A” – Scope of Services
- b. Exhibit “B” – Compensation
- c. Exhibit “C” – Not Used
- d. Exhibit “D” – Business Opportunity Program Compliance Goals Not Included
- e. Exhibit “E” - Standard Clauses for WPCLF Assisted Projects – Not Included
- f. Exhibit “F” - Grant Agreement Under The Fiscal Year 2024 Raise Program

IN WITNESS WHEREOF, this Agreement was entered into on the date and year first written above.

WITNESS:

CITY OF LORAIN, OHIO

BY: _____

(Title): _____

WITNESS:

K.E. McCartney & Associates, Inc.

BY: _____

(Title): _____

Approved as to Form:

Patrick D. Riley
Law Director
City of Lorain, Ohio

Exhibit A/B

Engineering Services Agreement

Engineer: K.E. McCartney & Associates, Inc. 52 N. Diamond St. Mansfield, Ohio 44902	Client: City of Lorain 200 West Erie Ave. Lorain, Ohio 44052
Project No.: FHWA Award No. 693JJ326404443 City of Lorain: K.E. McCartney: GS.0904	Date: _____, 2026
Project Name: East 36 th Street Improvements – Planning Project	Location: Lorain County, Ohio

Scope of Services:

RAISE Planning Grant – Project Development Process and Scope

A comparison between the phasing documented in the RAISE Planning Grant contract (Base Phase and Option Phase One) and the Federal Highway Administration (FHWA) subphasing outlined in the Project Development and Design Manual is illustrated in Figure 1 below. This phasing will serve as the organizational framework for all professional design services provided for this project.

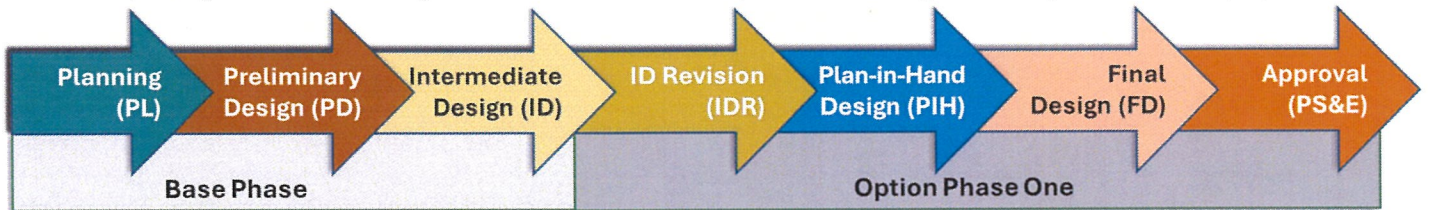


Figure 1 - Project Phasing Comparison

Tables 1 and 2 list the general tasks for each subphase and are not intended to be a comprehensive project scope. KEM's intention is to develop a detailed scope-of-service document for each subphase, in collaboration with the City, to ensure ongoing alignment. These subphased scope-of-service documents will offer a more detailed description of the subphase scope, an updated project schedule, and a revised budget forecast.

RAISE Planning Grant – Schedule Baseline

The following project schedule baseline utilizes Tables 1 and 2 to estimate the probable duration of each subphase and is meant for planning purposes only. It was created to support the two project schedule milestones documented in the RAISE Planning Grant contract.

- NEPA Completion: March 31, 2027
- Project Completion: December 31, 2027

Project Schedule													
Phases / Milestones	2026			2027				2028					
Subphases	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Base Phase Funding											X		
NEPA Completion				X									
Option Phase 1 Funding													X
Project Completion							X						
Planning (PL)													
Preliminary Design (PD)													
Intermediate Design (ID)													
Intermediate Design Revision (IDR)													
Plan-in-Hand Design (PIH)													
Final Design (FD)													
Approval (PS&E)													

As discussed in Section 5.3 of the U.S. Department of Transportation's General Terms and Conditions Under The Fiscal Year 2024 RAISE Program: FHWA Projects dated November 4, 2025, a milestone change to the dates listed above that is more than six months will require the City to request a modification to the RAISE Grant agreement. As discussed during the initial project meeting with the City of Lorain on March 12, 2026, KEM understands this to represent schedule flexibility to complete the milestones listed above, not to exceed six months without the City of Lorain's prior approval to pursue a modification to the RAISE Grant agreement.

RAISE Planning Grant – Funding Expenditure Baseline

The following expenditure baseline leverages the above schedule to estimate a probable \$1.5 million Grant funding profile, in support of the two project funding milestones documented in the RAISE Planning Grant contract.

- Base Phase: \$1,000,000
- Option Phase One: \$500,000

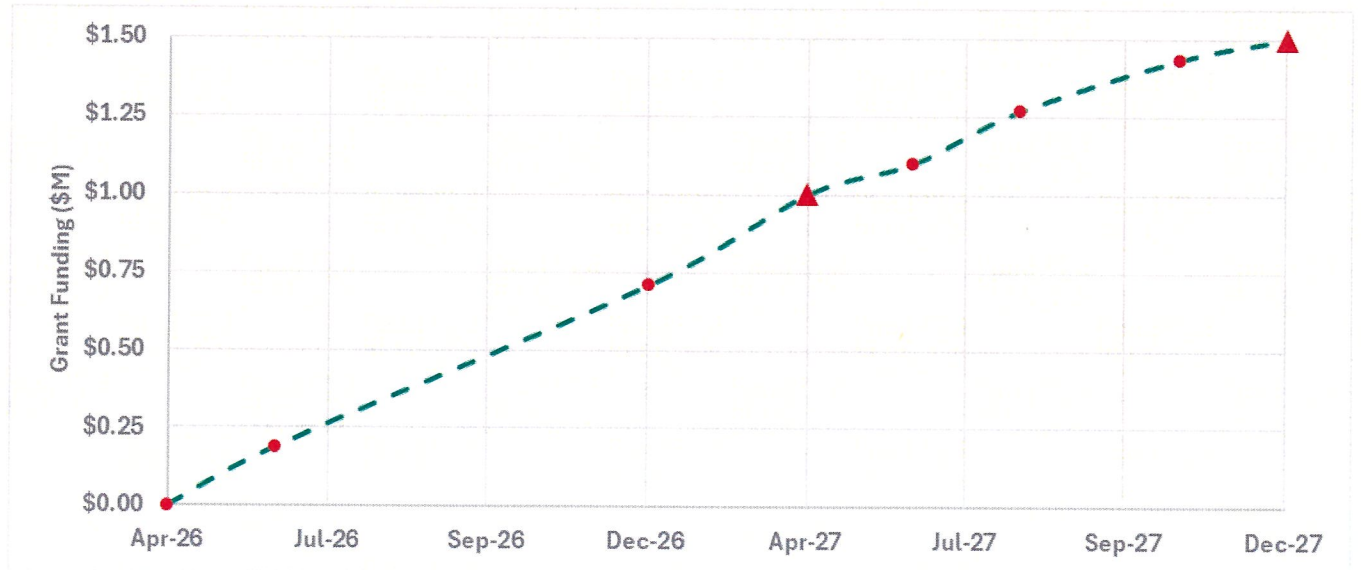


Table 1 – RAISE Planning Grant: Base Phase

The subphases and tasks listed below define the high-level scope of the RAISE Planning Grant's Base Phase. The estimated task durations and general sequence were used to create the schedule baseline.

Project Scope, Phasing, and Funding							
Subphases		RAISE Planning Grant					
Tasks		Base Phase					
1	Planning (PL)						
1	Project Start-Up (Project Management Plan)	X					
2	Project Initiation Package	X					
3	Existing Data, Research, and Analysis	X					
4	Stakeholder Involvement & Public Engagement Plan	X					
5	Develop Neighborhood Transformation Framework	X					
2	Preliminary Design (PD)						
1	Perform Environmental Field Studies		X				
2	Perform Geotechnical Services		X				
3	Prepare Engineering Studies (e.g. H&H Analysis)		X				
4	Develop Corridor Alternatives (Plans & Cost Estimates)			X			
5	Perform Field Survey and Aerial Mapping		X				
6	Develop 30% Complete Plans & Cost Estimate				X		
7	Prepare and Submit Environmental Assessment (NEPA)				X		
8	Prepare Neighborhood Transformation Plan				X		
9	Perform Public Engagement				X		
10	Utility Coordination				X		
11	Railroad Coordination				X		
3	Intermediate Design (ID)						
1	Develop Right of Way Plans - Draft					X	
2	Develop 50% Complete Plans & Cost Estimate						X
3	Receive draft NEPA approval						X
4	Approve Neighborhood Transformation Plan						X
5	Perform Public Engagement						X
6	Utility Coordination						X
7	Railroad Coordination						X

Project Management Plan (PMP)

A Project Management Plan is a foundational document that outlines how a project will be executed, monitored, and completed. It brings together key elements such as objectives, scope, timelines, roles, resources, and communication methods. KEM will use it as a roadmap to stay aligned with the City of Lorain, manage risks, track progress, and make informed decisions throughout the project lifecycle. By providing structure and clarity, the plan helps ensure the project team works towards the same goals in an organized and efficient way. KEM will prepare and deliver the PMP during the Planning Subphase. The PMP will be accepted with the City of Lorain’s Preliminary Subphase Authorization. Any additions or changes to the PMP will be accepted with any subsequent City of Lorain subphase authorization.

Table 2 – RAISE Planning Grant: Option Phase One

The subphases and tasks listed below define the high-level scope of the RAISE Planning Grant's Option Phase One. The estimated task durations and general sequence were used to create the schedule baseline.

Project Scope, Phasing, and Funding					
Subphases		RAISE Planning Grant			
Tasks		Option Phase 1			
4	Intermediate Design Revision (IDR)				
1	Update 50% Complete Plans & Cost Estimate	X			
2	Develop Right of Way Plans - Final	X			
3	Prepare Environmental Commitments & Permits (Draft)	X			
5	Plan-in-Hand Design (PIH)				
1	Develop 70% Complete Plans & Cost Estimate		X		
2	Perform Public Engagement		X		
3	Utility Coordination		X		
4	Railroad Coordination		X		
6	Final Design (FD) *				
1	Develop 95% Complete Plans & Cost Estimate			X	
2	Develop Construction Documents & Specifications			X	
3	Perform Public Engagement			X	
4	Utility Coordination			X	
5	Railroad Coordination			X	
7	Approval (PS&E) *				
1	Develop 100% Complete Plans & Cost Estimate				X
2	Finalize Construction Documents & Specifications				X

* Scope subject to the amount of grant funding remaining after the interim deliverable and project approach/priorities resulting from the Base Phase process.

Special Conditions:

1. Additional services are any services not listed in this Scope of Services or future Subphase Scopes of Services; and will be billed hourly on a standard hourly rate basis in effect at the time the additional services are performed, plus reimbursable expenses. Additional Services will be completed following approval by the Client.
2. Client signature, direction by Client to proceed with services, and/or issuance of a Purchase Order by the Client serves as acceptance of this agreement.
3. All permit fees are the responsibility of the Client.
4. Standard hourly rates may be adjusted annually based on changes to the Engineer's fiscal year overhead rate or in conjunction with the Ohio Department of Transportation's issuance of a revised approved overhead rate. Reimbursable expenses may be adjusted throughout the year.

Fee Arrangement:

Fees for general engineering services shall not exceed **\$1,500,000.00** unless authorized in writing by the Client. The total fee is based on the following distribution of compensation:

- | | |
|---------------------------------|-----------------|
| 1. RAISE Grant Base Phase | \$ 1,000,000.00 |
| 2. RAISE Grant Option Phase One | \$ 500,000.00 |

Offered by: (Engineer):

Accepted by: (Client):

Signature

Date

Signature

Date

Printed name / title

Printed name / title
Signature indicates the authority to bind the Client to the terms herein

Agreement Documents include:

Standard Hourly Rates, Page 2.1
Reimbursable Expenses, Page 3.1

STANDARD HOURLY RATES

K.E. McCartney 2026 Hourly Rates:			
Principal / Director	\$285.00/HR	Project Engineer I	\$115.00/HR
Department Manager	\$227.00/HR	Engineer Tech III	\$122.00/HR
Project Manager IV	\$203.00/HR	Engineer Tech II	\$112.00/HR
Project Manager III	\$167.00/HR	Engineer Tech I	\$ 90.00/HR
Project Manager II	\$151.00/HR	Project Inspector II	\$125.00/HR
Project Manager I	\$125.00/HR	Project Inspector I	\$120.00/HR
Project Engineer III	\$151.00/HR	Construction Tech	\$ 70.00/HR
Project Engineer II	\$135.00/HR	Survey w/Robotics	\$144.00/HR
		Survey with 3d Scanner	\$215.00/HR
		Add. Survey Crew Member	\$ 78.00/HR
		Administrative Assistant	\$ 87.00/HR
		Field Tech III	\$110.00/HR
		Field Tech II	\$108.00/HR
		Field Tech I	\$ 92.00/HR
		CCTV Inspection	\$255.00/HR
		Drone Services	\$132.00/HR
Coldwater 2026 Hourly Rates:			
Principal/Technical Director	\$223.00/HR	Project Engineer 1	\$162.00/HR
Senior Engineer	\$217.00/HR	CAD Tech 2	\$152.00/HR
Senior Scientist	\$197.00/HR	Project Scientist 1	\$142.00/HR
Project Engineer 2	\$188.00/HR	CAD Tech 1	\$136.00/HR
Construction Services Manager	\$181.00/HR	Engineer Tech	\$120.00/HR
Senior CAD Tech	\$175.00/HR	Administrative	\$120.00/HR
Project Scientist 2	\$174.00/HR		
ECS Limited 2026 Hourly Rates:			
Principal Engineer	\$190.00/HR	DCP Technician	\$100.00/HR
Project Manager	\$140.00/HR	Asphalt Batch Plant Technician	\$85.00/HR
Proofroll/Bearing Technician	\$105.00/HR	Engineering Technician	\$75.00/HR
RAMA Consulting 2026 Hourly Rates:			
Principal	\$254.84/HR	Senior Engagement Coordinator	\$135.62/HR
Senior Engagement Consultant	\$208.17/HR	Engagement Coordinator	\$124.23/HR
Engagement Consultant	\$172.18/HR		
Weller 2026 Hourly Rates:			
Principal Project Manager	\$154.35/HR	Senior GIS Technician	\$102.00/HR
Senior Project Manager	\$123.48/HR	GIS Technician	\$92.61/HR
Senior Cultural Resource Specialist	\$102.90/HR	Cultural Resource Specialist Associate	\$66.89/HR
Senior Archaeologist	\$92.61/HR		
Standard hourly rates may be adjusted annually to reflect current cost associated with inflation and overhead expenses.			

REIMBURSABLE EXPENSES

Project Team	Reimbursable Costs	Rate	Note(s)
K.E. McCartney & Associates	Mileage	Current IRS Rate / Mi. or / Day	
	Survey Total Station	\$200 / Day	
	Survey 3D Scanner	\$750.00 / Day	
	Survey Lidar Drone	\$600.00 / Day	
	GIS GPS Unit	\$150.00 / Day	
	CCTV Truck	\$76.00 / Hr.	Includes one-way travel
	Imagery Drone	\$150.00 / Day	
Coldwater Consulting	Mileage	Current IRS Rate / Mi. or / Day	
	Drone	\$200.00 / \$500.00 / \$1,200.00	Day / Week / Month
	Geode Sub-Meter GNSS	\$160.00 / \$400.00 / \$960.00	Day / Week / Month
	Reach Rover	\$250.00 / \$625.00 / \$1,500.00	Day / Week / Month
	Reach Rover & Base	\$500.00 / \$1,250.00 / \$3,000.00	Day / Week / Month
	UTV	\$225.00 / \$562.50 / \$1,350.00	Day / Week / Month
ECS Limited	Mileage	Current IRS Rate / Mi. or / Day	
	DCP Rental	\$50.00 / Day	
	Nuclear Gauge	\$35.00 / Day	
	One-Point Proctor Kit	\$50.00 / Day	
	Compressive Strength, Cylinders	\$22.00 / Each	
	Grain Size Analysis w/Hydrometer	\$110.00 / Each	
	Atterberg Limits Test	\$125.00 / Each	
	Asphalt Extraction/Gradation	\$200.00 / Each	
	Rice Determination	\$185.00 / Each	
	Specific Gravity	\$60.00 / Each	
	Proctor	\$150.00 / Each	
RAMA Consulting	Mileage	Current IRS Rate / Mi. or / Day	
Weller	Mileage	Current IRS Rate / Mi. or / Day	
	GPS Unit	\$65.00 / Day	
	General Equipment use	\$20.00 / Day	

- | | | | | | | | | |
|--|--|---|----------------|-------------|------------------|--------|--------|-------------|
| <p>1. Award No.
693JJ32640443</p> | <p>2. Effective Date
See No. 17 Below</p> | <p>3. Assistance Listings No.
20.933</p> | | | | | | |
| <p>4. Award To
City of Lorain
200 W Erie Ave
Lorain, OH 44052
Unique Entity Id.: FF77VMMYHRT3
TIN No.: 346001700</p> | <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Cooperative Agreements and Non-State Awards Division (HACG-30)
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> | | | | | | | |
| <p>6. Period of Performance
Effective Date of Award –12/31/28</p> | <p>7. Total Amount</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Federal Share:</td> <td style="text-align: right;">\$1,500,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$1,500,000</td> </tr> </table> | | Federal Share: | \$1,500,000 | Recipient Share: | \$0.00 | Total: | \$1,500,000 |
| Federal Share: | \$1,500,000 | | | | | | | |
| Recipient Share: | \$0.00 | | | | | | | |
| Total: | \$1,500,000 | | | | | | | |
| <p>8. Type of Agreement
Grant</p> | <p>9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2024 (Pub. L. 118-42, March 8, 2024)</p> | | | | | | | |
| <p>10. Procurement Request No.
HAD260028PR</p> | <p>11. Federal Funds Obligated
Base Phase: \$1,000,000</p> | | | | | | | |
| <p>12. Submit Payment Requests To
See Article 18 of the General Terms and Conditions.</p> | <p>13. Payment Office
See Article 18 of the General Terms and Conditions.</p> | | | | | | | |
| <p>14. Accounting and Appropriations Data
1580C83E50.2024.070RA19500.7001000000.41010.61006600</p> | | | | | | | | |
| <p>15. Description of Project
This project will design approximately 3.3 miles of new and improved roadway and multi-use path. It will also design roadside, nature-based infrastructure and address over a mile of degraded stormwater channel adjacent to E. 36th Street in an area already impacted by significant flooding.</p> | | | | | | | | |

RECIPIENT

16. Signature of Person Authorized to Sign

Signature Date
Name: Rey Carrion
Title: Safety/Service Director

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Lorain (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the 36th Street Improvements – Planning Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 RAISE Program: FHWA Projects,” dated November 04, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: East 36th Street Improvements

Application Date: 2/27/2024

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Kathryn Golden
Stormwater Manager
City of Lorain
200 W Erie Ave
440-204-2059
Kathryn_Golden@cityoflorain.org

4. Recipient Key Personnel.

Name	Title or Position
Veronica Newsome	Engineer III
Gwen Frey	Engineer II
Rey Carrion	Safety/Service Director
Jack Bradley	Mayor

5. USDOT Project Contact(s).

Travis Wheeler
Agreement Officer (AO)
Federal Highway Administration
Cooperative Agreements and Non-State Awards Division (HACG-30)
300 E 8TH ST STE 826
AUSTIN TX 78701-3225
travis.wheeler@dot.gov

and

Lishelle Wesley
Agreement Specialist (AS)

Cooperative Agreements and Non-State Awards Division (HACG-30)
1200 New Jersey Avenue, S.E.
Washington, DC 20590
lishelle.wesley@dot.gov

and

David Snyder
Agreement Officer Representative (AOR)
Division Administrator
Ohio Division
200 North High Street, Room 328
614-280-6896
David.Snyder@dot.gov

and

Ron Garczewski
Project Delivery Team Leader
Ohio Division
200 North High Street, Room 328
614-280-6840
Ron.Garczewski@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will design approximately 3.3 miles of new and improved roadway and multi-use paths. It will also design roadside, nature-based infrastructure and address approximately one mile of degraded stormwater channel running adjacent to E 36th Street in an area impacted by significant flooding.

2. Statement of Work.

The federal funds from the RAISE planning grant will be used to fund the following work:

Base Phase:

- Environmental Assessments and Field Data Collection –Surveying, geotechnical investigation, subsurface utility investigation, Phase I Environmental Site Assessments, wetland assessments, and any additional NEPA requirements. In addition, data collection will be done to support a full benefit-cost analysis for a future RAISE Grant application for construction. Data collection during the planning and design phase will include traffic counts to determine the vehicular benefit and emissions reduction as well as more detailed evaluation of safety improvements and associated benefits. Initial planning and conceptual design efforts will be based off the information of record (without significant field survey) including, but not limited to, aerial imagery, GIS property lines/ownership, LIDAR contours, OUPS (utility) design ticket requests, etc. Further into the Base Phase, and prior to Preliminary Design commencing, detailed field topographic survey will be completed for the enhanced project area, considering feedback received from project stakeholders in the Base Phase. Environmental studies and documentation should be completed in full as part of the Base Phase.
- Public Engagement/Outreach –Public meetings as well as neighborhood outreach, including mailers and development of educational materials. Specific engagement will be focused on understanding future usage of the proposed multi-use path and the number of users who may walk, or ride bicycles given the new path. This will also include input on the features and plantings that residents would recommend along the length of the proposed greenway section of the plan. Public input will be used to inform planning and design decisions to ensure the improvements work for the community and address merit criteria. Feedback received here will be taken into consideration as the project progresses through the process and project details will be shared with stakeholders during Option Phase 1.
- Neighborhood Transformation Plan – In addition to projects funded by the City of Lorain, there is a significant amount of redevelopment occurring in South Lorain. Creation of a master plan to leverage the ongoing public and private investment into the neighborhood will further the transformation. The draft version will be

completed in the Base Phase and future enhancement may occur during Option Phase 1.

- Preliminary Design – Hydraulic evaluation, water quality and nature-based infrastructure evaluation, final roadway alignment, review of potential alternatives, and final design recommendations will be developed as part of the preliminary design report. The preliminary design report will be used as the basis of design for the project. Initial planning and preliminary design will utilize information of record, as discussed above, whereas more detailed preliminary design will occur towards the end of the Base Phase.

Option Phase 1:

- Public Engagement/Outreach –Sharing of the progress made during the Base Phase with project stakeholders.
- Detailed Design and Permitting –Development of construction drawings to be used for bidding the project; this also includes the preparation of applicable project permits so they will be ready for submittal. During the detailed design development, traffic data collection will be completed to incorporate into the final design and benefit-cost analysis. An interim deliverable will be developed for 60% for review. The final deliverables would be a complete set of drawings and specifications ready to be bid and would be subject to the amount of grant funding remaining after the interim deliverable and project approach / priorities resulting from the Base Phase process.

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Base Phase Budget Period End Date: 6/30/2028
Option Phase 1 Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned NEPA Completion Date	3/31/2027
Planned Project Completion Date:	12/31/2027

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

RAISE Grant Amount: \$1,500,000

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Base phase	\$1,000,000	
Option phase 1	\$500,000	Upon confirmation that all applicable Federal requirements have been met.

3. Approved Project Budget.

Eligible Project Costs			
	Base Phase	Option Phase 1	Total
RAISE Funds:	\$1,000,000	\$500,000	\$1,500,000
Other Federal Funds:	\$0	\$0	\$0
Non-Federal Funds:	\$0	\$0	\$0
Total:	\$1,000,000	\$500,000	\$1,500,000

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$1,500,000		\$1,500,000
Project Total	\$1,500,000		\$1,500,000

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 CFR 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No Changes

Schedule:

Due to extended interagency coordination not accounted for in the original schedule and to allow for two years of planning and design implementation, the project is now expected to be complete by December 31, 2027

The table below compares the Project milestone dates.

Milestone	Application	Schedule C
Planned Project Completion Date:	July 31, 2026	December 31, 2027

Budget: No Changes

Other: N/A

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Historically Disadvantaged Community/Area of Persistent Poverty Designation.

HDC/APP Designation: Yes

4. Funding Act.

Funding Act: IIJA

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

**SCHEDULE H
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. Supporting Narrative.

The City of Lorain always promotes job creation and supports good-paying jobs. The City will be procuring a consultant to provide the environmental assessments, public engagement and outreach, a neighborhood transformation plan, as well as preliminary and final design and permitting work for this project.

Additionally, as this planning effort supports a future capital construction project along the E. 36th Street corridor, it serves as a pipeline for creating additional good-paying construction jobs in the region and fostering long-term economic development opportunities within the corridor.

**U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 RAISE PROGRAM:
FHWA PROJECTS**

Revision date: November 4, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024) appropriated funds to the United States Department of Transportation (the “**USDOT**”) for fiscal year 2024 under the heading “National Infrastructure Investments.” The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the Rebuilding American Infrastructure with Sustainability and Equity Program (the “**RAISE Program**”).

On November 30, 2024, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “FY 2024 National Infrastructure Investments” and funding opportunity number DTOS59-24-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on February 23, 2024, (the “**NOFO**”) solicited applications for Federal financial assistance under the fiscal year 2024 RAISE Program. On June 26, 2024, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2024 RAISE Program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through H. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1 PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2 USDOT ROLE

2.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the RAISE Program, the approval of this agreement, and any modifications to this agreement under section 20.1.
- (b) The Federal Highway Administration (the "FHWA") will administer this agreement on behalf of the USDOT. In this agreement, the "Administering Operating Administration" means the FHWA.

2.2 USDOT Program Contacts.

FHWA RAISE Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue SE
Room E84-429
Washington, DC 20590
(202) 366-2639 or (202) 366-1200
FHWA-TIGER.Reports@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
BUILDGrants@dot.gov

ARTICLE 3 RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

- (b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify USDOT within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 CFR parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8.

3.9 Title 23 Oversight Responsibilities for Subawards. If section 9 of schedule A identifies a Designated Subrecipient, then for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ARTICLE 4 AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount. The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.

4.2 Federal Funding Source.

- (a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the RAISE Grant is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).

- (b) If section 4 of schedule F identifies the Funding Act as “FY2024,” then the RAISE Grant is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024).
- (c) If section 4 of schedule F contains a table that lists separate amounts for “IIJA” and “FY2024,” then the amount listed for “IIJA” is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for “FY2024” is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024).

4.3 Federal Obligations.

- (a) If the Federal Obligation Type identified in section 2 of schedule D is “Single,” then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is “Multiple,” then an amount up to the RAISE Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).
- (c) The Obligation Condition Table in section 2 of schedule D allocates the RAISE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.
- (d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.
- (e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 20.
- (f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in the Project-Specific Agreement as applicable to the Grant Program, the parties execute an instrument, in the form provided in Exhibit D, documenting that:
 - (1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;

- (2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and
 - (3) the Recipient states that it is not required to request a modification of this agreement under article 5.
- (g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).
- (h) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), lapses and is unavailable for obligation, by statute, after September 30, 2028. RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024) will not lapse and remains available for obligation until expended. Section 4.2 identifies the specific source or sources of funding for this award.
- (i) The Recipient acknowledges that:
- (1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);
 - (2) any portion of the RAISE Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapses on the day after that date and becomes unavailable for the Project; and
 - (3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 17.1.

ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 5.1 Change Notification Requirement.** The Recipient shall notify USDOT within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project’s activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the final budget period end date listed in section 1 of schedule C (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phase, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements); or
- (3) the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing” and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project’s budget to the amounts listed in section 3 of schedule D:
 - (1) the total “Non-Federal Funds” amount decreases; or
 - (2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

- (d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:
- (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
 - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "RAISE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR parts 901).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE Program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 20.1.

ARTICLE 6 GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

- 6.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Administering Operating Administration informs the Recipient of those processes in writing, the Recipient shall use the processes identified by the Administering Operating Administration.
- 6.3 Paperwork Reduction Act Information.** Under 5 CFR 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 7 PROGRESS AND FINANCIAL REPORTING

- 7.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 7.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit
- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under the Administering Operating Administration’s award closeout procedures.

ARTICLE 8 PERFORMANCE REPORTING

- 8.1 Baseline Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

- (2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and the information outlined in the *Baseline Report* section of the [RAISE Performance Measures Guidance- Updated 2023](#).

8.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:

- (1) for each performance measure identified in the Performance Measure Table in schedule G, the Recipient shall collect data for that performance measure as described in Table 1 of the [RAISE Performance Measures Guidance- Updated 2023](#); and
- (2) the Recipient shall submit to the USDOT an annual Post-construction Performance Measurement Report by January 31 to report project performance for the prior calendar year. Post-construction reporting will begin one quarter after project substantial completion and continue for three years (12 quarters). All performance measures will be reported annually. The Post-construction Performance Measurement Report shall contain the data collected under this section 8.2 and the information outlined in the *Annual Post-construction Performance Reports* section of the [RAISE Performance Measures Guidance- Updated 2023](#).

8.3 Project Outcomes Narrative. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then the final Post-construction Performance Measurement Report must also include a project outcomes narrative. The project outcomes narrative should include an overview of the project’s performance compared to the baseline and trend expectations. It should also include a discussion on the influence of external factors, if applicable.

8.4 Performance Reporting Survival. The data collection and reporting requirements in this article 8 survive the termination of this agreement.

**ARTICLE 9
RESERVED**

**ARTICLE 10
RESERVED**

**ARTICLE 11
LABOR AND WORK**

11.1 Labor and Work. Schedule H documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 12 CIVIL RIGHTS AND TITLE VI

12.1 Civil Rights and Title VI.

- (a) Consistent with, ad DOT Order 1000.12C, including any amendments or updates thereto, “The U.S. Department of Transportation Title VI Program” (June 11, 2021), the purpose of sections 12.1(b)–12.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 CFR part 21, including any amendments thereto.
- (b) If the Recipient is an “Existing” Recipient then the Recipient shall submit to the USDOT either:
 - (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
 - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C, including any amendments or updates thereto.
- (c) If the Recipient is a “New” then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, before entering this agreement, as documented in section 2 of schedule K.
- (d) In this section 12.1,
 - (1) “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).
 - (2) “**Existing**” means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.
 - (3) “**New**” means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

- 12.2 Legacy Infrastructure and Facilities.** In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101–12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project.

ARTICLE 13 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

13.1 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Recipient shall submit to the USDOT a report that:
 - (1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
 - (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
 - (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
 - (4) documents the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities; and
 - (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 14 RAISE PROGRAM DESIGNATIONS

- 14.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 14.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.** If section 3 of schedule F lists “Yes” for the “HDC or APP Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the

NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

ARTICLE 15 CONTRACTING AND SUBAWARDS

15.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15.2 Buy America.

- (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b). The Recipient shall not use funds provided under this award for a project unless all iron and steel materials and all predominantly iron and steel products and components used in the project are produced in the United States – this means all manufacturing processes of the iron and steel materials and predominantly iron and steel products and components, including application of a coating, occurred in the United States. The requirements of this paragraph (a) apply to steel or iron materials and predominantly iron and steel products and components that are permanently incorporated into the project. The requirements of this paragraph also apply to iron and steel materials and predominantly iron and steel products and components procured under contracts eligible for assistance under Title 23, U.S.C., carried out within the scope of the applicable finding, determination, or decision under NEPA for this project, regardless of the funding source of such contracts. See 23 U.S.C. 313(h).
- (b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). The Recipient shall not use funds under this award for an infrastructure project unless all construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials. The requirements of this paragraph (b) only applies to articles, materials, and supplies that are consumed in, incorporated into, or apply to an infrastructure project.

For the purpose of this paragraph (b), “construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed

in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(c) Under 2 CFR 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide 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). The Recipient shall include the requirements of 2 CFR 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

15.3 Small and Disadvantaged Business Requirements.

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 CFR part 26, including any amendments thereto.
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

15.4 Engineering and Design Services. As applicable, the Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101–1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

15.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2

CFR 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

15.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR 200.331–200.333.

15.7 Subaward and Contract Authorization.

- (a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Division,” then the Recipient shall comply with subaward and contract authorization requirements under 23 CFR chapter I, subchapter G.
- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer pursuant to 2 CFR 200.308, 2 CFR 200.333, and 23 CFR part 172, as applicable, for the subaward or contracting out of any work under this agreement. Approvals under 2 CFR 200.308 will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination. Approvals under 2 CFR 200.30(f)(6) do not apply to the acquisition of supplies, materials, equipment, or general support services.

**ARTICLE 16
NONCOMPLIANCE AND REMEDIES**

16.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or

- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 16.1(b); or
 - (2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide to the Recipient a notice that states the bases for that determination.

16.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 16.1, the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide to the Recipient a notice that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 16.2 constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR parts 901).

- 16.3 Other Oversight Entities.** Nothing in this article 16 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 17 AGREEMENT TERMINATION

17.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- (1) the Recipient fails to obtain or provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;
 - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
 - (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
 - (5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or
 - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 17.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 16.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 17.1.

17.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.

- (b) In this agreement, “**Project Closeout**” means the date that the USDOT informs the Recipient that the award is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

17.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 CFR 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

17.4 Non-Terminating Events.

- (a) The end of the budget period described under section 28.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 28.5 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (c) The cancellation of funds under section 19.2 does not terminate this agreement or the Recipient’s obligations under this agreement.

17.5 Other Remedies. The termination authority under this article 17 supplements and does not limit the USDOT’s remedial authority under article 16 or 2 CFR part 200, including 2 CFR 200.339–200.340.

**ARTICLE 18
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

18.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

18.2 Projects Costs. This award is subject to the cost principles at 2 CFR 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

18.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after final the budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 CFR 1.9(b)), and pre-award costs under 2 CFR 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the

Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

18.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

18.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

18.6 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the RAISE Program, unless otherwise agreed upon by USDOT and the Recipient
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

18.7 Payment Method.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) The USDOT may deny a payment request that is not submitted using the method identified in this section 18.7.

18.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

18.9 Reimbursement Frequency. If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 19 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

19.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 19.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 CFR 200.344–200.346.

19.2 Funds Cancellation.

- (a) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2033, and then unavailable for any purpose, including adjustments.
- (b) RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024) remains available until expended.
- (c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 20 AGREEMENT MODIFICATIONS

20.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by notice to the other party.

20.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by notice to USDOT.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by notice to the Recipient.

20.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 20.3, the USDOT must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

20.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 20.1, 20.2, or 20.3. If an amendment, modification, or supplement is not permitted under section 20.1, not permitted under section 20.2, and not permitted under section 20.3, it is void.

**ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 CFR parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 CFR 200.206, any Federal agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 CFR part 175: Award Term for Trafficking in Persons; and
 - (4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 CFR part 20: New Restrictions on Lobbying;
 - (2) 49 CFR part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
 - (3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

22.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 CFR 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 CFR 200.334.

22.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 22.2(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.302–200.307, 2 CFR 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 RAISE grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 CFR 200 subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

22.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 CFR 200.303.

22.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 CFR 200.337.

ARTICLE 23 NOTICES

23.1 Form of Notice.

- (a) For a notice under this agreement to be valid, it must be in writing.
- (b) For a notice to USDOT under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

23.2 Method of Notice to USDOT.

- (a) For a notice to USDOT under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to USDOT under this agreement to be valid, it must be addressed to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.
- (c) Except as specified in section 23.2(d), a valid notice to USDOT under this agreement will be deemed to have been received on the earliest of (1) when the email is received by USDOT, as recorded by USDOT's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.
- (d) If a valid notice or other communication to USDOT under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

23.3 Method of Notice to Recipient.

- (a) Except as specified in section 23.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.
- (c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:

- (1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or
 - (2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.
- (d) For a notice to the Recipient under article 16 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.

23.4 Recipient Contacts for Notice. If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 20.2(a).

23.5 Additional Mandatory Notices to USDOT. The Recipient shall notify the USDOT if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:

- (1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or
- (2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.

23.6 Scope of Notice Requirements. The form and method requirements of this article 23, including sections 23.1, 23.2, and 23.3, apply only to communications for which this agreement expressly uses one or more of the following words: “notice”; “notification”; “notify”; or “notifying.” This article 23 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 24 INFORMATION REQUESTS

24.1 USDOT Information Requests.

- (a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.
- (b) If the USDOT requests information from the Recipient under section 24.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.

- (c) This section 24.1 does not limit the Recipient's obligations under section 22.4 or 2 CFR 200.337 to provide access to Recipient records.

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.
- (b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.
- (c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 CFR 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 CFR 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR 24 subparts D–E.

- (c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 CFR 24.

27.3 Equipment Disposition.

- (a) In accordance with 2 CFR 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures;
 - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313; and
 - (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.310–200.316 and 2 CFR 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.3 for all tiers of subawards under this award.

27.4 Environmental Review.

- (a) In this section, “**Environmental Review Entity**” means:
 - (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.4(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

- (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written communication stating that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 CFR 710.501 or hardship and protective acquisitions of real property 23 CFR 710.503, the Recipient shall comply with 23 CFR 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 27.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 CFR 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
 - (1) the parties may amend this agreement under section 20.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 17.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 17.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.5 Railroad Coordination. If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with

23 CFR 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 28 MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 CFR 200.211:

- (1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;
- (2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and
- (3) this award is not for research and development.

28.2 Federal Award Identification Number.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

28.3 Recipient's Unique Entity Identifier.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 CFR 25.400, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 CFR 25.400, is listed on page 1, line 4 of the project-specific agreement.

28.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 CFR 200.1.

28.5 Period of Performance.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.

- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.
- (c) In this agreement, “period of performance” is used as defined at 2 CFR 200.1.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Labor and Work

29.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 RAISE Program,” dated November 4, 2025, and available at <https://www.transportation.gov/BUILDgrants/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction.

- (a) In these General Terms and Conditions:
 - (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
 - (2) a reference to a section or other subdivision of a schedule listed in section 29.1 will expressly identify the relevant schedule; and
 - (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 29.1.

- (b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the RAISE Program and awards under that program and supersedes any previous agreements, oral or written, relating to the RAISE Program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**General Terms and Conditions**” means this document, including articles 1–30.

“**Program Statute**” means the collective statutory text:

- (1) at 49 U.S.C. 6702;
- (2) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- (3) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2024 Pub. L. No. 118-42 (March 8, 2024), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–H.

“**RAISE Grant**” means an award of funds that were made available under the NOFO.

“**Technical Application**” means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

29.6 References to Times of Day. All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.

ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 RAISE PROGRAM

November 4, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 RAISE Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. Section 106 of the National Historic Preservation Act of 1966 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, Pub. L. No. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, Pub. L. No. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, Pub. L. No. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Section 102 of the Flood Disaster Protection Act of 1973 – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, Pub. L. No. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- x. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- y. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- z. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- aa. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- cc. Freedom of Information Act – 5 U.S.C. 552, as amended
 - dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - hh. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
 - ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - jj. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - kk. Wilderness Act – 16 U.S.C. 1131-1136
 - ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - mm. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - nn. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
 - oo. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
 - qq. Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901–70927

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 12372 – Intergovernmental Review of Federal Programs
- c. Executive Order 12549 – Debarment and Suspension
- d. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- e. Executive Order 14025 – Worker Organizing and Empowerment
- f. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14154, Unleashing American Energy
- h. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- i. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 CFR Part 1
- d. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3

- e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- g. New Restrictions on Lobbying – 49 CFR Part 20
- h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- l. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- p. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26 (as applicable under section 15.3 of this agreement), including any amendments thereto

Highway Federal Legislation

- a. Highways – Title 23, U.S.C.
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2))
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, CFR
- b. Planning – 23 CFR Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 CFR Part 625
- d. Preconstruction Procedures – 23 CFR Part 630 Subparts A and B
- e. Construction and Maintenance – 23 CFR Part 635
- f. Manual on Uniform Traffic Control Devices – 23 CFR Part 655
- g. Environmental Impact and Related Procedures – 23 CFR Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 CFR Part 772
- i. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- j. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122
- k. Required Contract Provisions – 23 CFR Part 633 (Form 1273)
- l. External Programs – 23 CFR Part 230

Specific assurances required to be included in the FY 2024 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B
ADDITIONAL STANDARD TERMS**

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 RAISE Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 RAISE Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 RAISE Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 RAISE Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 RAISE Program.

APPENDIX A

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 Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
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 Acts and the Regulations relative to Non-discrimination 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 Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or the FHWA, 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 Recipient will impose such contract sanctions as it or the FHWA 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 Recipient or the FHWA 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024), 49 U.S.C. § 6702, the Regulations for the Administration of the FY 2024 RAISE Program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

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:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 RAISE Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 RAISE Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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 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.

f. 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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) 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, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an 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. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2024 RAISE Program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

 - (a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
 - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
 - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 CFR 200.303 (Internal Controls) and 2 CFR Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 CFR 200.415(a).

**EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and [recipient name] entered a grant agreement for the [project name] that was executed by the USDOT on [date of USDOT signature on original agreement] (the “Agreement”).

As described in section 4.3(f) of the General Terms and Conditions, this instrument obligates [\$\$\$] for [insert portion of project listed in the Obligation Condition Table in section 2 of schedule D] in accordance with the applicable Project-Specific Agreement amendment procedures.

[Recipient name] states that:

- (1) schedule B of the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in section 3 of schedule D of the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

	By:	
Date		Signature of Recipient’s Authorized Representative
		[insert name]
		Name
		[insert title]
		Title

The USDOT has determined that:

- (1) all conditions described in the Obligation Condition Table in section 2 of schedule D for this portion of the Project are satisfied; and

(2) all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]

	Name
	[insert title]

	Title



CITY OF LORAIN

City Council Committee & Regular Meeting

7. s.

Meeting Date: 04/06/2026

Submitted by: Kathryn Golden

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH K.E. MCCARTNEY AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO THE E. 36TH STREET IMPROVEMENTS – PLANNING PROJECT FUNDED THROUGH A RAISE GRANT AWARDED TO THE CITY BY THE FEDERAL HIGHWAY ADMINISTRATION AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

The City of Lorain has been awarded a RAISE Planning Grant from the Federal Highway Administration to design approximately 3.3 miles of new and improved roadway, multi-use path, and green infrastructure to connect E.36th Street to Tower Blvd. The City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering these program activities. The firms were rated and ranked. K.E. McCartney and Associates, Inc. (KEM), was selected as the highest rated firm. This project includes professional services in the amount of \$1,500,000.00, to be paid from grant funds. The Engineering Department seeks to enter into a professional services agreement with KEM.

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Admin Only

___ Ord. auth S/S Director to enter into an agreement w/ K.E. McCartney & Associates Inc. for professional services related to the E. 36th Street Improvements- planning project funded through a Raise Grant awarded by the Federal Highway Administration.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: \$1,500,000
List of Funding Source and/or Account Number: RAISE Grant - As directed by Auditor
Estimate of Incoming Revenue (fees, grants, etc.): \$1,500,000
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance
Exhibit A

Form Review

Inbox

Carrion
K. Golden (Originator)
Carrion
Mayor Bradley
Harper
P. Riley
K. Golden (Originator)
Form Started By: Kathryn Golden
Final Approval Date: 04/02/2026

Reviewed By

Kathryn Golden
Kathryn Golden
Rey Carrion
Jack Bradley
Anita Harper
Patrick Riley
Kathryn Golden

Date

04/01/2026 11:40 AM
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VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		



CITY OF LORAIN

Board of Control

2. t.

Meeting Date: 04/15/2026

Subject:

A request from the Engineering Department to issue a PO in the amount of \$9,725.29 to Forestry Distributing/Hoizon Company for the purchase of chemicals for treatment of invasive species at the Black River Reclamation Facility to be funded from grant funds available in US F&W Grant Exp 2365.R235.6300.3400.

Attachments

BOC Agenda Form - Horizon/Forestry

Forestry/Horizon Quote

SiteOne Quote

Forestry Distributing

North America's Forestry Leader
a Horizon Company

PO Box 18298
Boulder, CO 80308

Proposal

Date	Estimate #
3/17/2026	E2022-455

Name / Address

City of Lorain
Engineering Department
4th Floor
200 West Erie Ave
Lorain, OH 44052

Ship To

City of Lorain
2601 E 28th Street
Open M-F 7-3pm
440-204-2059
Lorain, Ohio 44055

Terms	Rep	FOB	Project
Net 30	BRV	Destination	Janosik, Mike

Item	Description	Qty	U/M	Rate	Total
Crossbow Her...	Crossbow Herbicide Weed & Brush Killer, 2.5 Gal., Loveland Products	26	ea	128.95	3,352.70
Aquamaster H...	Aquamaster Herbicide, 2.5 Gal., Bayer	48	ea	71.95	3,453.60
Element 4E H...	Element 4 Herbicide, 2.5 Gal., Corteva	10	ea	157.95	1,579.50
Cide-Kick II Su...	Cide-Kick II Adjuvant Surfactant, 2.5 Gal., Brewer International	10	ea	58.949	589.49
Truck Freight	LTL Truck Freight			750.00	750.00

Subtotal				USD 9,725.29	
Sales Tax (0.0%)				USD 0.00	
Total				USD 9,725.29	

Bid



Avon OH #492
1354 Lear Industrial Pkwy
Avon, OH 44011-1368
W: (440)934-1482

Bill To:

City Of Lorain (#813366)
114 E 35th St
Lorain, OH 44055-1222
W: (440)204-2011

Ship To:

City Of Lorain (#813366)
114 E 35th St
Lorain, OH 44055-1222
W: (440)204-2011

Created	Quote#	Due Date	Expected Award Date	Expiration Date
03/31/2026	8386523	04/30/2026	04/30/2026	04/30/2026

Printed	Job Name	Job Description	Job Start Date
03/31/2026 09:35:25	April 2026		04/30/2026

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	9752440	Crossbow Herbicide 1 gal.	65	EA	74.336	4,831.84
2	90113423	Aquamaster Aquatic and Terrestrial Non-Selective Herbicide 2.5 gal.	48	EA	82.679	3,968.59
3	702305	LESCO Triclopyr 4 Ester Post Emergent Liquid Herbicide 2.5 gal. Jug	10	EA	131.634	1,316.34
4	AQFCKII2.5	Cide-Kick II Aquatic Non-ionic Surfactant Adjuvant 2.5 gal	10	EA	68.481	684.81

Total Price: \$ 10,801.58

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.
Local tax may differ based on locations and local codes.



CITY OF LORAIN

Board of Control

2. u.

Meeting Date: 04/15/2026

Subject:

A request from the Engineering Department for approval to enter into an agreement with Spicer Group for professional services associated with the preliminary design including right of way acquisition of the Kolbe Road Sidewalk Project in an amount not to exceed \$65,640. ODOT shall pay 100% of these design costs. No local match is required. RFQ's were requested twice. Once in November 2025 and February of 2026. Spicer Group was the only firm to submit their qualifications; Spicer Group was rated and ranked as the most capable and then provided a cost proposal at our request.

Attachments

BOC request
Ordinance
Proposal



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date:

04/14/2026

2. Name of Department Submitting Request:

Engineering

3. Summary of Report:

A request from the Engineering Department for approval to enter into an agreement with Spicer Group for professional services associated with the preliminary design including right of way acquisition of the Kolbe Road Sidewalk Project in an amount not to exceed \$65,640. ODOT shall pay 100% of these design costs. No local match is required. RFQ's were requested twice. Once in November 2025 and February of 2026. Spicer Group was the only firm to submit their qualifications; Spicer Group was rated and ranked as the most capable and then provided a cost proposal at our request.

4. Name of Vendor:

Spicer Group

5. Amount:

\$65,640

6. Number of account to be used for funding:

No local match

7. VENDOR DETAIL

Sole Source Vendor - No

State Purchasing Vendor - No



**BOARD OF CONTROL
REQUEST FORM**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Spicer Group in the amount of \$65,640

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City.
Yes

9. Is the amount requested due to a change order?
No

10. If necessary, has City Council approved and when?
Yes: 183-24 12/2/2024 (ODOT Pedestrian and Bicycle Special Solicitation Application Ordinance)

ORDINANCE NO. 193.24

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO AN AGREEMENT WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION UPON RECEIVING FUNDING DOLLARS FROM ODOT'S PEDESTRIAN & BICYCLE SPECIAL SOLICITATION ON BEHALF OF THE CITY OF LORAIN FOR THE A PATH TO HEALTH ON KOLBE ROAD.

WHEREAS, the United States Congress has set aside monies for Pedestrian & Bicycle Special Solicitation Projects through the Ohio Department of Transportation (ODOT); and,

WHEREAS, the City of Lorain can apply for these monies and be selected for funding by ODOT; and,

WHEREAS, A Path to Health on Kolbe Road is a transportation activity eligible to receive federal funding; and,

WHEREAS, A Path to Health on Kolbe Road has an estimated cost not to exceed \$575,750.78; and,

WHEREAS, the City of Lorain acknowledges that the grant regulations imposed upon it any cost of the project in excess of \$575,750.78; and,

WHEREAS, in the event the project costs exceed \$575,750.78, the City of Lorain will pay such excess cost from the Street Repair Levy, SIB Loans, Gas Tax Funds, Permissive Tax Funds, any combination thereof, or any funds the Auditor deems appropriate.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

SECTION I: That the Safety/Service Director be and is hereby empowered on behalf of the City of Lorain to prepare and execute an application for ODOT funds for the stated proposed project as general described in Exhibit A hereto known as the " A Path to Health on Kolbe Road" and to submit same to ODOT for construction of Active Transportation facilities for the purpose of obtaining funds necessary to construct A Path to Health on Kolbe Road Project for the City of Lorain not to exceed \$575,750.78.

SECTION II: The total cost of A Path to Health on Kolbe Road project is estimated to be \$575,750.78, and any construction cost over and above the maximum amount provided by NOACA, shall be paid from The City of Lorain's Street Repair levy, SIB Loans, Gas Tax Funds, Permissive Tax Funds, any combination thereof, or any funds the Auditor deems appropriate.

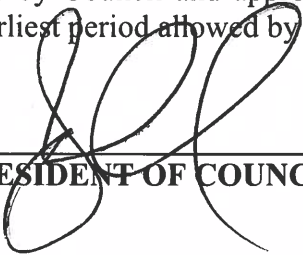
SECTION III: If the application is approved for funding the Safety/Service Director of said LPA is hereby empowered on behalf of the LPA to enter into an agreement with the Director of the Ohio Department of Transportation necessary to complete the above-described project.

SECTION IV: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that

resulted in such formal action were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION V: That this Ordinance shall, after passage by Council and approval by the Mayor, take effect, and be in force from and after the earliest period allowed by law.

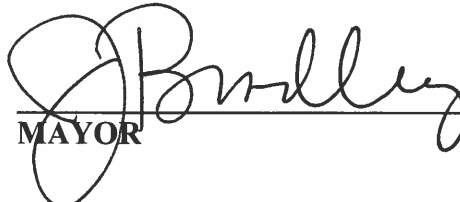
PASSED: December 2, 2024



PRESIDENT OF COUNCIL

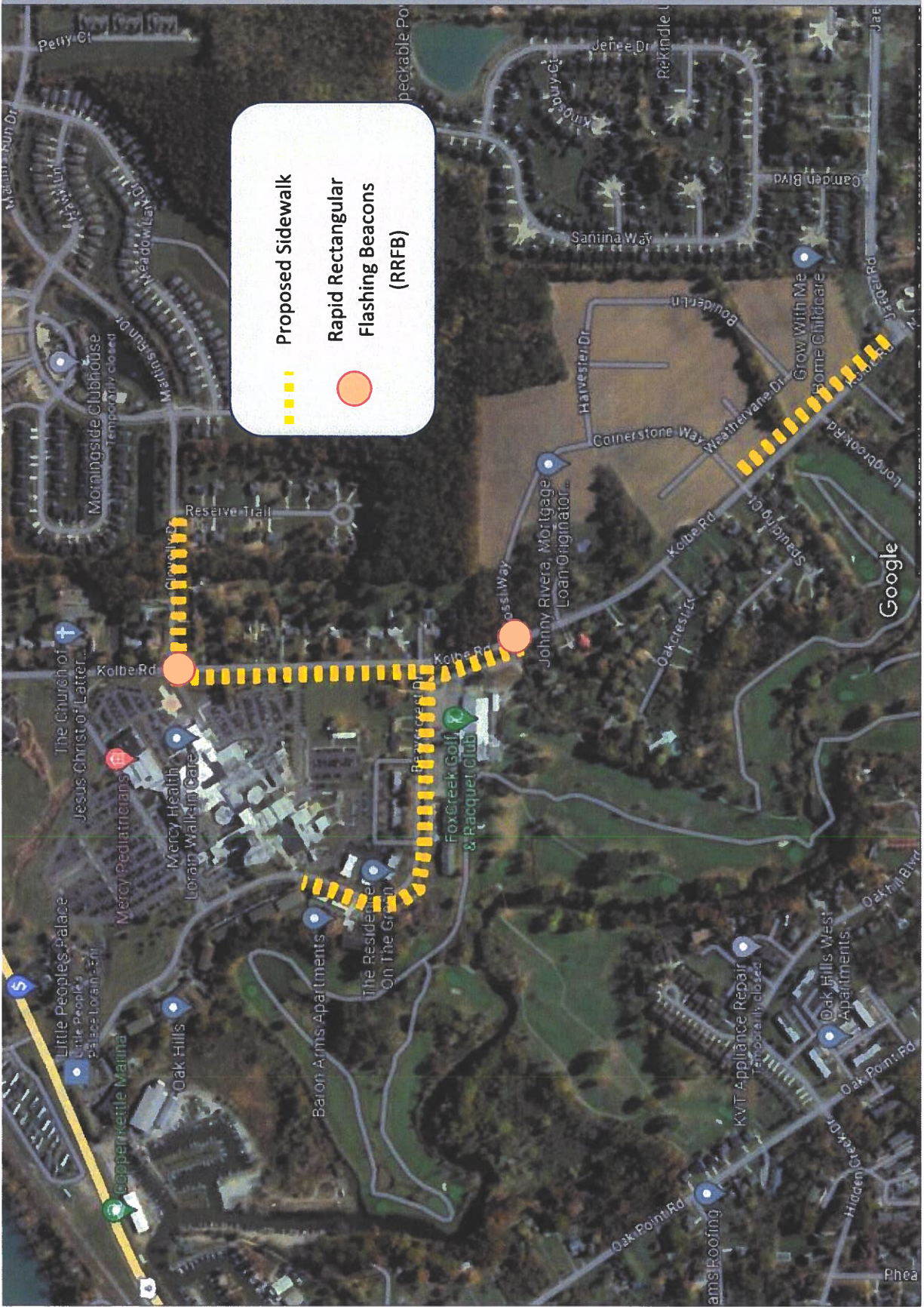
ATTEST: Breanna Dell, CLERK OF COUNCIL

APPROVED: December 2, 2024



MAYOR

A Path to Health on Kolbe Rd – Exhibit A



A Path to Health on Kolbe Rd – Exhibit A

Introduction

In West Lorain, there lives a densely-packed community within the Martin's Run, Cornerstone, and Village at Lighthouse Point subdivisions and nearby apartment complexes. Alongside these neighborhoods reside the vital Mercy Health Hospital and Light House Commons shopping center, which contains a Walmart, the Bureau of Motor Vehicles, an Urgent Care, and a variety of shops and restaurants. Residents wishing to visit these locations currently travel by car along Kolbe Road to Jaeger Road, two collector roads.

This proposed project hopes to connect people from their homes to these common destinations via sidewalk. The sidewalk would begin at the intersection of Kolbe Road and Jaeger Road along the east side of the road. It would continue north until connecting with the sidewalks within the Cornerstone subdivision. At the next outlet from Cornerstone, Rossi Way, we would place a crossing with Rapid Rectangular Flashing Beacons (RRFBs) and continue the sidewalk north along the west side of the road. This would bring people directly to Mercy Health Hospital, which is located on the west side of Kolbe Road. Then the sidewalk would cross the roadway at the hospital emergency room entrance at the intersection of Kolbe Road and Clovelly Drive, bringing access to the Martin's Run Subdivision and providing a connection to the pre-existing walking trails beside the hospital via Beavercrest. Additionally, sidewalk would be added to the south side of Beavercrest Drive to improve walkability and hospital access in this densely populated area.

This project is pertinent for Lorain in particular, because many residents do not have consistent access to a car. From 2017-2021, [8.9% of households](#) in the Lorain zip code do not own a vehicle, limiting their access to essential local services like the hospital and shopping center.

Project Summary

This project would include improved pedestrian accommodations such as new sidewalk along Kolbe Road from Jaeger Road to Clovelly Drive, a crossing with RRFBs at the intersection of Kolbe Road and Rossi Way as well as a crossing with RRFB's at the intersection of Kolbe Road and Clovelly Drive, and the installation of ADA-compliant ramps. Additionally, new sidewalk to be installed along Clovelly Drive where the sidewalk stopped with Martin's Run to the intersection of Kolbe Road and Clovelly Drive.

A Path to Health on Kolbe Rd – Exhibit A

CITY OF LORAIN		GRAND TOTALS OF BASE STREETS INCLUDING CONTINGENCY ITEMS.				TOTAL ESTIMATED COST			
Item No.	COOT SPEC	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	BEAVERCREST DR	KOLBE RD	CLOVELLY DR	UNIT COST	TOTAL ESTIMATED COST
		TYPE OF PROJECT			SIDEWALKS	SIDEWALKS	SIDEWALKS		
		LENGTH OF PROJECT	LF	5023.00	1633	2670	720		
REMOVAL ITEMS									
		EXCAVATION FOR NEW SIDEWALK, GRADING, AND CURB RAMP AREAS - 4" DEPTH AND 6" DEPTH FOR CURB RAMPS	CY	310.00	100.79	164.80	44.44	\$20.00	\$6,200.00
203E10001		PAVEMENT REMOVED AT DRIVEWAY SIDEWALK CROSSING	SF	2320.00	1600.00	240.00	480.00	\$1.75	\$4,060.00
202E30000		PORTLAND CEMENT CONCRETE ITEMS							
		6" CURB RAMPS FINISHED PER PV 12.2 AND ODOT BP 7.1	EA	12.00	2.00	10.00	0.00	\$3,500.00	\$42,000.00
608E52001		5 FOOT WIDE 4" PORTLAND CEMENT SIDEWALKS	LF	4559.00	1313.00	2622.00	624.00	\$50.00	\$227,950.00
608E10000		5 FOOT WIDE 6" PORTLAND CEMENT SIDEWALKS - FOR DRIVEWAYS	LF	464.00	320.00	48.00	96.00	\$75.00	\$34,800.00
608E10000		PAVEMENT MARKINGS, TRAFFIC MOBILIZATION & STAKING							
614E11000		MAINTENANCE OF TRAFFIC CONSTRUCTION LAYOUT AND STAKING	LS	1.00	0.33	0.53	0.14	\$2,500.00	\$2,500.00
623E10000		STAKING	LS	1.00	0.33	0.53	0.14	\$2,500.00	\$2,500.00
624E10000		MOBILIZATION	LS	1.00	0.33	0.53	0.14	\$2,500.00	\$2,500.00
		SIGNAGE AND PAINT							
		RECTANGULAR RAPID FLASHING BEACON ON POST (RRFB) PER CROSSING, 2 ASSEMBLIES WITH FOUNDATION AND POST PER MANUFACTURER WITH SAFEWALK LIGHTING	EA	2.00	0.00	1.00	1.00	\$32,000.00	\$64,000.00
653E10000		ENHANCED CROSSWALK	LF	130.00	26.00	78.00	26.00	\$25.00	\$3,250.00
646E10520		RESTORATION							
653E10000		TOPSOIL FURNISHED AND PLACED	CY	319.00	80.48	131.59	106.67	\$50.00	\$15,950.00
SPECIAL		SEEDING AND MULCHING WITH FERTILIZER - HYDRO SEEDING REQUIRED 3/1-10/31	SY	2230.00	725.05	1185.48	319.68	\$3.00	\$6,680.00
				SUBTOTAL					\$412,400.00
				20% Cont					\$494,880.00
				Inflation					\$515,750.78
				Envero					100000
				CM					500000
				Total					\$875,750.78



CITY OF LORAIN

City Council Public Hearing & Regular Meeting

10. i.

Meeting Date: 12/02/2024

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO AN AGREEMENT WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION UPON RECEIVING FUNDING DOLLARS FROM ODOT’S PEDESTRIAN & BICYCLE SPECIAL SOLICITATION ON BEHALF TO THE CITY OF LORAIN FOR THE A PATH TO HEALTH ON KOLBE ROAD.

PURPOSE AND BACKGROUND:

Funding is available through the Ohio Department of Transportation for Pedestrian & Bicycle Special Solicitation Projects. A Path to Health on Kolbe is an eligible project and is estimated to not exceed \$575,750.78.

RECOMMENDATION TO COUNCIL:

Consideration for Passage

Fiscal Impact

- Funds Available in Current Year Budget (Y/N):** N
- Estimated Total Expenditure:** \$575,750.78
- List of Funding Source and/or Account Number:** ODOT
- Estimate of Incoming Revenue (fees, grants, etc.):** \$575,750.78
- Financing Requirements (Bonds, Loans, Lease, etc.):**

In the event the project were to exceed the available funding of \$575,750.78, the City of Lorain will pay such excess cost from the Street Repair Levy, SIB Loans, Gas Tax Funds, Permissive Tax Funds, any combination thereof, or any funds the Auditor deems appropriate.

Attachments

- Ordinance - Koble Rd. Sidewalks
 - Exhibit A - Kolbe Rd. Sidewalks
-

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	11/25/2024 10:12 AM
Mayor Bradley	Jack Bradley	11/25/2024 12:59 PM
JKoziura	Joseph Koziura	11/25/2024 02:51 PM
P. Riley	Michele Beko	11/25/2024 03:10 PM

Form Started By: Elva Martes
Final Approval Date: 11/25/2024

Started On: 11/22/2024 12:31 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski	✓		Nutt	✓	
Dimacchia	✓		Moon	✓	
DuVall		✓	Baez	✓	
Henley	✓		Spellacy	✓	
Kempton	✓		Thornsberry	✓	
Carter	✓		Arredondo		



April 8, 2026

RE: Surveying & Right-of-Way Plan Services
City of Lorain – D3 SS City of Lorain FY26
PID 124447
Engineering Dept. - City of Lorain
200 West Erie Avenue - Lorain, OH 44052
Attn: Dalton Evans

We thank you for the opportunity to provide our proposal for Surveying and Right-of-Way Plan Development services associated with the City of Lorain’s FY26 Safety Improvements Project. Our proposed scope and fee are based on your project documentation and the tasks required under ODOT’s Survey & Mapping Specifications and Right-of-Way Plan Development Manual. The following represents our understanding of the required work.

The project includes the development of survey control, deed, and parcel research, topographic and planimetric base mapping, and the preparation of Right-of-Way plans needed to support environmental documentation and ROW acquisition. Work will be prepared in accordance with applicable ODOT standards, including L&D Volume 4 and the R/W Plan Development Manual.

DESIGN SERVICES:

Limited Right of Way Plan Development	Total - \$38,470.00
2.3 Field Survey	\$8,752.00
3.4 Right of Way Plans:	\$29,718.00

ENVIRONMENTAL SERVICES: Total - \$8,570.00

Environmental Document Preparation: Categorical Exclusion	\$5,270.00
Regulated Materials Review: RMR Screening	\$3,300.00

RIGHT OF WAY ACQUISITION SERVICES: Total - \$18,600.00

Project Management: (2) parcels \$2,000.00 per parcel	\$4,000.00
Title Reports: (2) Reports \$1,400.00 per parcel	\$2,800.00
Appraisals: (2) Parcels Value Analysis \$1,400.00 per parcel	\$2,800.00
<i>Work conducted by Martin + Wood Appraisal Group, Ltd.</i>	
Negotiating: (2) Parcels \$3,600.00 per parcel	\$7,200.00
Closing:	
Informal: (2) parcels \$700.00 per	\$1,400.00
Misc. Fee: (2) parcels \$200.00 per	\$400.00

SCOPE OF SERVICES – DESIGN SERVICES

The following summarizes the tasks to be completed for this project. Descriptions reflect ODOT Fee Guidance for Survey (Task 2.3.A) and Right-of-Way Plans (Task 3.4).

2.3.A – FIELD SURVEY & AERIAL MAPPING

2.3.A.B.1 – Records Research (Deeds & Easements)

We will research deeds, plats, easements, and conveyance documents through county and ODOT sources to establish existing boundary and right-of-way conditions necessary for plan development.

2.3.A.B.2 – Existing Centerline & R/W Field Survey

Field crews will locate existing centerline and right-of-way monuments using GNSS and total station methods, providing the basis for mapping and ROW determination.

2.3.A.B.3 – Boundary Lines / Easements Field Survey

We will locate boundary monuments and physical evidence to confirm adjoining parcel boundaries and easement locations for use in plan preparation.

2.3.A.B.4 – Establish Boundary Lines, Tax IDs & Ownerships

Parcel boundaries, tax identification numbers, and ownership information will be resolved and integrated into the project basemap supporting ROW planning.

2.3.A.C – Base Mapping

We will complete field-verified topographic and planimetric mapping, terrain modeling, utility mapping, and development of ODOT-compliant base files.

2.3.A.C.2 – Base Mapping (Additional R/W Expected)

Because additional right-of-way is anticipated, mapping will be extended beyond the existing limits to fully capture features needed for design and ROW impact evaluation.

3.4 – RIGHT-OF-WAY PLAN DEVELOPMENT

3.4.A – Conceptual R/W Plan Review

We will review expected parcel impacts and confirm that boundaries and ROW limits are properly established prior to preparation of preliminary ROW sheets.

3.4.B – Preliminary & Compliance Right-of-Way Plans

This phase includes preparation of the following sheets and documents:

- 3.4.B.A – ROW Legend Sheet
- 3.4.B.B – Centerline Survey Plat
- 3.4.B.C – Property Map Sheet
- 3.4.B.D – Summary of Additional R/W Sheet
- 3.4.B.E – ROW Detail Sheets
- 3.4.B.G – Legal Descriptions & Closure Calculations
- 3.4.B.I – Field Review

These materials illustrate parcel boundaries, proposed ROW, easements, geometric details, and required legal descriptions for appraisal and negotiation.

3.4.C – Final Right-of-Way Plans

This phase includes preparation of:

- 3.4.C.A – Final R/W Plan Sheets & Legal Descriptions
- 3.4.C.B – Field Review & Verify Property Owners
- 3.4.C.C – Record Centerline Plat & Documentation
- 3.4.C.D – Set R/W Pins After Acquisition
- 3.4.C.E – Right-of-Way Staking

These activities finalize the drawings, parcel documentation, and physical monumentation required for acquisition.

Estimated Budget:

TASK	HOURS	FEE	FEE TYPE
2.3 – FIELD SURVEY & AERIAL MAPPING	84	\$8,752	HOURLY
3.4 – RIGHT-OF-WAY PLAN DEVELOPMENT	195	\$29,718	HOURLY

Tasks are proposed to be completed as described above at Hourly Not to Exceed Fee for the completion of Field Survey and Mapping and associated Right of Way Plan Development.

We deeply appreciate your confidence in our firm; we are looking forward to collaborating with you on this project.

Sincerely,

Benjamin Stafford, P.S.

Regional Geospatial Manager

SPICER GROUP, INC

6161 Oak Tree Blvd.

Independence, OH 44131

Cell: (440) 321-1168

SCOPE OF SERVICES – ENVIRONMENTAL SERVICES - \$8,570.00

Environmental Document Preparation: Categorical Exclusion - \$5,270.00

According to the April 16, 2018, guidance letter, Programmatic Categorical Exclusion (CE) Agreement between the Federal Highway Administration (FHA) and the Ohio Department of Transportation (ODOT) Appendix B: Categorical Exclusions (CE) Listed Actions, the proposed project will fall under a CE – C1 level review. To complete the CE – C1 and receive environmental clearance from ODOT, HZW will:

- A. Initiate coordination with ODOT’s District Environmental Coordinator (DEQ) to obtain access to the online CE form.
- B. Upon receiving authorization from the DEQ to be the electronic CE form preparer, HZW will complete the Determination Form and upload to ODOT’s online CE form. After the Determination Form is uploaded, the accompanying reports documenting HZW’s findings will then be uploaded to ODOT’s online CE. Disciplines that will be addressed within the CE include the following:
 - a. Design Criteria
 - b. Purpose and Need
 - c. Alternatives
 - d. Ecological Analysis and Permits
 - e. Air and Noise Quality
 - f. Cultural Resources
 - g. Community Impacts
 - h. Environmental Justice
 - i. Public Involvement
 - j. Hazardous Materials
 - k. Environmental Site Assessments
 - l. Section 4(f) and 6(f) Resources
 - m. Environmental Commitments

SCOPE OF SERVICES – ENVIRONMENTAL SERVICES

Regulated Materials Review: RMR Screening - \$3,300.00

According to the Ohio Department of Transportation’s (ODOT’s), February 2023, RMR Manual, the purpose of an RMR is to identify and to avoid, minimize, or properly manage regulated materials that could be encountered while implementing transportation infrastructure projects. As the RMR, HZW will:

- A. Determine, through Client-provided information, whether new permanent right-of-way (ROW), or partial permanent ROW, is expected to be obtained and where, if any, deep excavations (six (6) feet or greater below grade) will occur.
- B. Conduct an ODOT Regulated Property Search (ORPS) and a cursory review of aerial photographs to assist in the completion of the Property Inventory form included in ODOT’s RMR Manual for each Property within the Project Area.
- C. Complete the Property Inventory forms. Information included in the Property Inventory forms includes ODOT/RMR Property ID #, current tenant/owner(s), property street address, current land use, any current or past regulated materials concerns, whether or not the parcels are identified in the ORPS report, land use risk of each property (based on current and past land use and inclusion/exclusion on ORPS), the take and deep excavation of the properties, whether or not there is demolition, the likely regulated material impact, the action result for each property and the next action for each property.
- D. Upon completion of the RMR, the completed forms will be compiled into a single PDF and supplied to the Client as well as uploaded to ODOT’s EnviroNet.
- E. Conduct a regulatory file reviews based on the RMR Flowcharts. This typically involves a BUSTR and/or OEPA regulatory file review.

Jason McKenney, President
HZW Environmental Consultants, LLC
800-804-8484 ext. 1210 (office)
440-487-8318 (cell)

SCOPE OF SERVICES – RIGHT OF WAY ACQUISITION SERVICES Total - \$18,600.00

Project Management: (2) parcels \$2,000.00 per parcel - \$4,000.00

The project management fee is inclusive of meeting attendance with the various project partners, clerical support, the preparation of status reports and travel as may be necessary to assure timely coordination and completion of tasks involved in the acquirement of rights of way. Note: The project management fee is collected in 4 stages at 25% increments. The 1 of 4 = 25% fee will be invoiced after the completion of title reports and appraisals for any given parcel. The 2 of 4 = 25% fee will be invoiced after the offer is made. The 3 of 4 = 25% fee will be invoiced after the signed parcel has been billed or submitted for appropriation. The 4 of 4 = 25% fee will be invoiced after the parcel file has been scanned, standardized, and submitted to the client for review and archiving.

Title Reports: (2) Reports \$1,400.00 per parcel - \$2,800.00

The Title Report fees shown are exclusive of those charged for courthouse copies that may need to be purchased in support of individual title reports. These non-salary direct costs will be reimbursed by the (Client) to the consultant West Erie Realty Solutions, Ltd. (WE) at their actual cost as evidenced by receipts from the respective county office.

Appraisals: (2) Parcels Value Analysis \$1,400.00 per parcel - \$2,800.00

Work conducted by Martin + Wood Appraisal Group, Ltd.

(Martin & Wood Appraisal Group, Ltd.) These appraisal fees are based upon the appraiser's best estimate in the type of report required for any one parcel utilizing the plans provided by the client. Please keep in mind that the format of appraisal report for any one parcel is subject to revision based on plan changes that may be made to a parcel.

Negotiating: (2) Parcels \$3,600.00 per parcel - \$7,200.00

A "parcel" is defined as a single ownership assigned to a parent number regardless of the number of takings required from that ownership. For example, parcel 1-WD & T is a single parcel. The offer packet will include the following items: Notice of Intent to Acquire and Good Faith Offer, Colored Plan Exhibits, Warranty Deed, Easement, Instruments, Legal Description and W9 Form. Parcels added or deleted during this agreement shall be cause for adjustment to this cost proposal for all associated work phases under the responsibility of West Erie Realty Solutions, Ltd.

Closing:

Informal: (2) parcels \$700.00 per - 1,400.00

The total closings phase includes the updating of the title report and recording of the easement(s) or warranty deed(s) on a per parcel basis exclusive of the recording fee itself.

Misc. Fee: (2) parcels \$200.00 per - \$400.00

US Certified Mail cost and the recording of the easement(s) or warranty deed(s) on a per parcel basis and will be invoiced as a pass-thru expense with attached receipts.

Greg Vriezelaar, President
West Erie Realty Solutions, Ltd.
323 Lafayette Street
Toledo, Ohio 43604

C-R-S		LOR-SS-FY26				PROPOSAL LABOR SUMMARY				\$0	
Consultant:	Spicer Group										
Agreement No.							State Average Overhead Rate	160.84%			
Modification No.	0						Consultant Overhead Rate:	198.12%			
PID No.	124447						Cost of Money:	1.73%			
Proposal Date	3/24/2026						Net Fee Percentage:	11%			
Task Description	No. of Units	Project Surveyor \$54.00	Crew Chief \$36.00	Survey Tech. \$27.00	CAD Designer \$47.50	Total		Overhead	Cost of	Net	Total
						Hours	Cost	Costs	Money	Fee	Cost
AUTHORIZED TASKS:											
2.3 - AER Design											
2.3.A - Field Survey and Aerial Mapping						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.A - Project Control, Benchmarks, and Reference Points						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.A.1 - Type "A" Concrete Monument (See RM 1.1)						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.A.2 - Type "B" Monument Specified						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.B - Monumentation Recovery; Records Research; and Boundary Line Resolution & Mapping						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.B.1 - Records Research including deeds and easements	2	2		6		8	\$270.00	\$534.92	\$4.67	\$77.47	\$887.06
2.3.A.B.2 - Existing Centerline and R/W Field Survey	0.3		2.5	2.5		5	\$157.50	\$312.04	\$2.72	\$45.19	\$517.45
2.3.A.B.3 - Boundary Lines/Easements Field Survey	0.3		2.5	2.5		5	\$157.50	\$312.04	\$2.72	\$45.19	\$517.45
2.3.A.B.4 - Establish boundary lines, tax id & ownerships	2		8	8		16	\$504.00	\$998.52	\$8.72	\$144.61	\$1,655.85
2.3.A.C - Base Mapping						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.C.1 - No additional R/W expected to be acquired						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.C.2 - Additional R/W expected to be acquired	2.5		25	25		50	\$1,575.00	\$3,120.39	\$27.25	\$451.91	\$5,174.54
2.3.A.D - Drainage Survey (stream cross sections)						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.E - Bridge Survey						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.E.1 - For Complete Replacement						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.A.E.2 - For Bridge Rehabilitation Over a Road						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3.E.A.3 - For Bridge Rehabilitation Over a Stream or River						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2.3 - AER Design	2	38	44	0		84	\$2,664.00	\$5,277.92	\$46.09	\$764.37	\$8,752.37

C-R-S		LOR-SS-FY26				PROPOSAL LABOR SUMMARY						\$0	
Consultant:	Spicer Group											State Average Overhead Rate	160.84%
Agreement No.												Consultant Overhead Rate:	198.12%
Modification No.	0											Cost of Money:	1.73%
PID No.	124447											Net Fee Percentage:	11%
Proposal Date	3/24/2026												
Task Description	No. of Units	Project Surveyor \$54.00	Crew Chief \$36.00	Survey Tech. \$27.00	CAD Designer \$47.50	Total		Overhead Costs	Cost of Money	Net Fee	Total Cost		
						Hours	Cost						
3.4 - Right of Way Plans													
3.4.A Conceptual Right of Way Plan Review	7	8			4	12	\$622.00	\$1,232.31	\$10.76	\$178.47	\$2,043.53		
3.4.B - Preliminary & Compliance Right of Way Plans						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3.4.B.A - ROW Legend Sheet	1				8	8	\$380.00	\$752.86	\$6.57	\$109.03	\$1,248.46		
3.4.B.B - Centerline Survey Plat	1	4			12	16	\$786.00	\$1,557.22	\$13.60	\$225.52	\$2,582.34		
3.4.B.C - Property Map Sheet	1				20	20	\$950.00	\$1,882.14	\$16.44	\$272.58	\$3,121.15		
3.4.B.D - Summary of Additional Right of Way Sheet	2				4	4	\$190.00	\$376.43	\$3.29	\$54.52	\$624.23		
3.4.B.E - ROW Detail Sheets	3	6			66	72	\$3,459.00	\$6,852.97	\$59.84	\$992.47	\$11,364.28		
3.4.B.F - Special Plats						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3.4.B.G - Legal Descriptions and Closure Calculations	2	2			4	6	\$298.00	\$590.40	\$5.16	\$85.50	\$979.06		
3.4.B.H - Right-of-Way Acquisition Estimate						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3.4.B.I - Field Review	7	2	8		2	12	\$491.00	\$972.77	\$8.49	\$140.88	\$1,613.14		
3.4.C - Final Right of Way Plans						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3.4.C.A - Final Right of Way Plan Sheets and Legal Descriptions	3	2			7	9	\$440.50	\$872.72	\$7.62	\$126.39	\$1,447.23		
3.4.C.B - Field Review & Verify Property Owners	4	1			3	4	\$196.50	\$389.31	\$3.40	\$56.38	\$645.59		
3.4.C.C - Record Centerline Plat and all appropriate documents	3	2			7	9	\$440.50	\$872.72	\$7.62	\$126.39	\$1,447.23		
3.4.C.D - Set R/W Pins after acquisition	10	1	6	6		13	\$432.00	\$855.88	\$7.47	\$123.95	\$1,419.30		
3.4.C.E - Right of Way Staking	40	2	4	4		10	\$360.00	\$713.23	\$6.23	\$103.29	\$1,182.75		
TOTAL 3.4 - Right of Way Plans		30	18	10	137	195	\$9,045.50	\$17,920.94	\$156.49	\$2,595.37	\$29,718.30		



CITY OF LORAIN

Board of Control

2. v.

Meeting Date: 04/15/2026

Subject:

A request from the Safety Service department to enter into an extension agreement with Barry Slater, Inc. for Rep'd. This extension agreement will run through December 31, 2026. Rep'd is a web-based Q & A platform used to answer resident questions. The total cost of this agreement is \$22,500.00. Funding will come from account number 1010.V100.3110.6300.1500 Contractual Services.

Attachments

BOC Request Form
Agreement



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 04/15/2026
2. Name of Department Submitting Request: Safety Service
3. Summary of Report: A request from the Safety Service department to enter into an extension agreement with Barry Slater, Inc. for Rep'd. This extension agreement will run through December 31, 2026. Rep'd is a web-based Q & A platform used to answer resident questions. The total cost of this agreement is \$22,500.00. Funding will come from account number 1010.V100.3110.6300.1500 Contractual Services.
4. Name of Vendor: Barry Slater Inc.
5. Amount: \$22,500.00
6. Number of account to be used for funding: 1010.V100.3110.6300.1500 Contractual Services
7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? _____

Additional Statement of Work

This Additional Statement of Work (“ASOW”) dated March _____, 2026 sets forth the objectives, terms of use, deliverables, and payment terms pertaining to the Agreement between City of Lorain, Ohio with offices located at Lorain City Hall, 200 W Erie Avenue, Lorain, OH 44052 (hereinafter “LORAIN ” or “Client”) and Rep’d, a Delaware corporation, with offices located at 100 S. Bedford Road- Suite 340 Mount Kisco, NY 10549 (hereinafter “Service Provider”)

Service Agreement:

Pursuant to the Master Service Agreement entered into by and between the parties on or about the September 20, 2024, Service Provider may subsequently issue one or more Additional Statements of Work following the execution of the initial Statement of Work if LORAIN seeks to utilize further and/or additional services from Service Provider. Pursuant to the Master Service Agreement, each Additional Statement of Work shall include the nature and cost of any additional services sought by LORAIN. Any such Additional Statements of Work shall be deemed accepted by both parties to the Service Agreement only if such Statements of Work are signed and dated by the Service Provider Contract Manager and the LORAIN Contract Manager, appointed pursuant to Section 2(a) and Section 3(a) of the Service Agreement. This SSOW shall be fully incorporated into the Master Service Agreement by reference and shall be binding upon the parties to the Service Agreement.

The Goal:

The objective(s) of the ASOW is to provide LORAIN with a web-based platform for LORAIN to (1) engage the questions of the residents and electorate of LORAIN by providing video answers from LORAIN, (2) provide information, analytics, and insights to LORAIN based on electorate engagement with the platform’s content, and (3) provide email marketing capabilities for LORAIN video content.

Term of Use:

This ASOW covers the period from April 1, 2026 through December 31, 2026

Deliverables:

During the term of use, Service Provider will provide LORAIN with the following deliverables:

(a) Customized Webpage:

Service Provider will build a customized Rep’d webpage experience branded for LORAIN. The functionality of this Rep’d webpage will be consistent with the designs presented to LORAIN by Service Provider prior to entering into the subject agreement.

(a) Technical Support:

Service Provider will address and remedy any technical issues related to the Rep’d webpage within a commercially reasonable period of time.

(a) Account Management:

Service Provider will provide account management services to LORAIN to ensure that the service and Rep'd webpage are meeting the needs and expectations of LORAIN.

(a) Video Hosting:

Service Provider will be responsible for hosting and maintaining all video content uploaded to LORAIN's Rep'd webpage.

(a) User Engagement Data and Analytics:

Service Provider will provide LORAIN with reports of data trends, analytics, and insights based on user engagement with the webpage and content therefrom.

Payment:

The cost of the Services is \$2,500.00 (two thousand five hundred dollars and zero cents) per month. The Total cost for the nine (9) month Term is \$22,500.00 (twenty-two thousand five hundred dollars and zero cents). LORAIN desires to pay the total cost of the Services for the entire Term on an upfront basis. Service Provider will provide an invoice to LORAIN on or about March 15, 2026. Such invoice shall be for \$22,500.00 (twenty-two thousand five hundred dollars and zero cents). LORAIN shall pay the Service Provider within 30 days of receipt of such receipt of each invoice.

SERVICE PROVIDER:

Rep'd

By: _____
Name:
Title:

CLIENT:

City of Lorain, Ohio

By: _____
Name:
Title: