



REQUEST FOR BIDS

RFB #2025-002

**ELECTRIC VEHICLE DC CHARGING SYSTEMS, CHARGER MANAGEMENT SOFTWARE, AND
MAINTENANCE SERVICES**

PORT OF CLEVELAND

Port of Cleveland Background & History

The Cleveland-Cuyahoga County Port's (Port) General Cargo Terminal (Terminal) is the international gateway for cargo entering/exiting the region via maritime transport through the Saint Lawrence Seaway System. The shipping terminal pre-dates the construction of the Saint Lawrence Seaway. In 1956, Dock 28 was constructed in its current location and configuration. Since that time, additional docks have been constructed moving east to west towards the Cuyahoga River.

The General Cargo Terminal routinely handles a diverse mix of cargo, primarily cargo imported from Europe, including specialty breakbulk cargo, such as steel coil, tin plate, and various steel shapes/plate, and specialty project cargos, including oversized heavy machinery. The General Cargo Terminal is also home to a regularly scheduled containerized cargo liner service, the Cleveland-Europe Express (CEE), which has regularly scheduled sailings between Cleveland and Antwerp. On the west end of the Terminal are two cement silos that distribute cement imported from Canada to local ready-mix concrete companies. In 2023, the Port received over 40 Great Lakes cruise ship day stop calls at the Terminal and started a new operation involving the transfer of oleochemicals from ship direct to rail through a newly constructed facility within this Terminal.

Project Background

The Port was awarded funding under the United States Environmental Protection Agency (USEPA) Clean Ports program to deploy zero-emission (ZE) equipment and renewable energy that will improve air quality for Cleveland communities, reduce greenhouse gas (GHG) emissions, and build a foundation for the Port to rapidly decarbonize in the coming years, while achieving significant cost and time savings by leveraging the Port's extensive work to prepare its facilities for emission-free infrastructure. The overall project consists of the following:

- Electric forklifts, reach stackers, and associated charging equipment
- Electric mobile harbor crane
- Electric tugboats and associated charging equipment
- Shore power
- Warehouse A Rooftop Solar and Microgrid —solar power and battery energy storage

By leveraging partners and implementing innovative ZE equipment through many different areas of port operations, the Port will serve as a catalyst for transformational change for local freight operations, benefiting communities both adjacent to the Port and throughout the region.

- This effort leverages the Port's current preparation of its facilities for emission-free infrastructure, chief of which is the Port's "electrification hub," a medium-voltage central connection point for all energy entering and leaving the Port's premises. The hub will provide the Port with reliable and modern connections for shore power, vehicle and equipment charging, and renewable energy. The hub also includes site work that will provide direct cost savings to the Clean Ports project, including conduit duct banks in support of proposed shore power and mobile harbor crane (MHC) infrastructure and a 6.6kV switchgear connecting to the proposed shore power installation. The hub is funded by FY22 Port Infrastructure Development Program (PIDP) and Ohio Maritime Assistance Program (MAP) funds and is currently undergoing detailed design to finish construction by 2026.

Equipment Technical Specifications and Requirement Summary

Deploying battery electric cargo handling equipment at the Port will require efficient and robust EV charging hardware and software products. DC fast charging equipment at 360-400kW power levels, utilizing distributed dispenser pedestals, and incorporating dynamic power sharing are conceptualized for this project. Proposers will manufacture, deliver, install, test, commission, and maintain the EV charging hardware for the Port. In addition, proposers will provide charger management software (CMS) packages. EV charging hardware shall be compliant with the Build America, Buy America (BABA) Act, and meet the detailed technical specifications attached.

Hardware, software, and services to be procured in accordance with technical specifications noted in Attachments A and B.

In this section a summary of the main features is described below:

General Requirements for DC Charger Equipment

- The system shall consist of standalone, upright 360-400kW charging cabinets with integrated power modules and multiple SAE J1772 CCS1 plug dispensers. Additional requirements include:
 - Input Voltage and Frequency: 3 Phase 480 V ($\pm 10\%$), 60 Hz ($\pm 5\%$)
 - Input Connection: 3-Phase: L1, L2, L3, and Ground
 - Power Output: 100 to 400 kW per plug dispenser. Power limit must be remotely configurable via CMS or locally on the charger.
 - Voltage Output: 150 – 1000 VDC
 - Plug Dispenser Cable Continuous Current Rating: 300 A minimum
 - Connectivity: Shall include a cellular antenna, 4G/LTE or better, enabling connection to cellular networks.
 - Backend Communication Protocol: OCPP 1.6j, upgradeable to OCPP 2.0.1
 - Enclosure Environmental Rating: The enclosure shall comply with NEMA 250 Type 3R or Type 4 (or approved alternative). All plastic components exposed to sunlight must be UV-resistant and validated through UL 746C or an equivalent standard.
- The Vendor shall ship the equipment to the Port for storage. The Vendor shall return to the Port for the installation, testing and commissioning of the equipment. It is estimated that the site work will be substantially complete in the Spring of 2028. The Port will provide the vendor with 60 days notice of the estimated date when the Vendor shall install the equipment.

Charger Management Software (CMS)

- The CMS shall be delivered as a cloud-based subscription service with current commercial vendor or local technical support services for the entire lifecycle, that enables centralized monitoring, control, and optimization of EV charging infrastructure. The system shall support both Level 2 and DC fast charging stations and be compatible with hardware from multiple manufacturers, provided they support the OCPP version 1.6J or later (e.g. 2.0.1). The CMS shall communicate with all connected chargers using OCPP to enable real-time data exchange and remote control. It shall also provide the necessary data interfaces and integration capabilities to capture charger operational data in real time, supporting smart charging strategies and load management. Secure, browser-based access to system functions and data shall be available from both desktop and mobile devices.

BABA Compliance Documentation (2 CFR 184)

- Manufacturer Self-Certification Letter:
 - Product was manufactured in the US (include location(s): City and State)
 - Cost of the components that are mined, produced, or manufactured in the US is greater than 55% of the total cost of all components
 - List of foreign-sourced components (e.g., battery cells).
 - Signature of qualified manufacturer representative
- Steel/Iron Mill Certificates (proving US melting/pouring).
- Example Manufacturer Certification Letter:

<https://www.epa.gov/system/files/documents/2024-12/example-manufacturer-certification-letter.pdf>

Certification Letter Template for Manufactured Products

<https://www.epa.gov/system/files/documents/2025-01/baba-manuprod-cert-letter-template.pdf>

Certification Letter Template for Iron and Steel Products

<https://www.epa.gov/system/files/documents/2025-01/baba-ironsteel-cert-letter-template.pdf>

Submission Instructions and Questions

This RFB is open to any qualified individual or firm with experience in supplying, configuring, and integrating specialized marine equipment and components relevant to achieving the specifications listed in the Technical Requirements Evaluation Sheet (Attachment D).

The Grant agreement and corresponding federal regulations require that all procurement for materials and services be in compliance with federal procurement standards set forth in 2 CFR Sections 200.318 thru 200.327, which, among other things, require competitive processes, prohibition of conflicts of interest, non-discrimination, equal opportunity, and the inclusion of certain provisions in the award of contracts, as provided in Appendix II to 2 CFR part 200. The Port incorporates by reference all the requirements in 2 CFR Sections 200.318 through 200.327 and Appendix II to 2 CFR Part 200.

RFB Schedule
RFB Issuance: October 29, 2025
Deadline for Vendor Questions: November 12, 2025 @ 5:00pm EST. Responses will be returned to all Bidders via Addendums posted to the Port Authority's website on or before close of business on November 19, 2025. If no Addendums are posted, then no questions shall be assumed to have been tendered.
RFB Submission Deadline: December 1, 2025 @ 4:00pm EST
Anticipated Award Date: December 9, 2025

Late submittals will not be considered. Statements not meeting the requirements of this RFB may be deemed non-responsive at the sole discretion of the Port.

Submission Requirements

- a) Electronic Submission: PDF + Excel files via email to: Bryan Celik at bryan.celik@portofcleveland.com with copy to Mandy Bishop via email at mbishop@forward-momentum.com.
- b) Point of Contacts: Questions and inquiries sent to Mandy Bishop at mbishop@forward-momentum.com with copy to Bryan Celik. at bryan.celik@portofcleveland.com.

Instructions to Vendors and Bid Structure- Vendors shall submit:

1. Qualification documents

- a. Cover Letter with Company Profile: Provide the company name, headquarters address, supplying location (if different) general telephone number, and primary contact person for your organization. Include a brief history of your organization, specifying the type of business entity and listing Corporate Officers or Owners. Follow the order as presented below. Information may span multiple pages and must be on the company letterhead.
 - i. Company Name:
 - ii. Corporate Headquarters (HQ) Address:
 - iii. Supplying Location Address (if different than HQ):
 - iv. General Telephone Number:
 - v. Primary Contact:
 - vi. Primary Contact Telephone Number:
 - vii. Primary Contact Email Address:
 - viii. Company History
 - 1. Include year of formation
 - 2. Overview
 - ix. Business Entity Type (e.g., LLC, Corporation, etc.):
 - x. State of Registration for Business Entity:
 - xi. Corporate Officers:
 - xii. Signature of Officer with authority to Bind the Vendor into a Contract
- b. Past projects (relevant references): Describe your firm's experience with DC fast charging equipment at 360-400kW power levels paired with a fleet-focused CMS . The system should utilize distributed dispenser pedestals, and incorporate dynamic power sharing. At a minimum the vendor shall demonstrate at least 5 successful projects with the delivery, installation, testing, commissioning, and of maintenance of EV charging hardware within the last three years. Include relevant details such as project description, equipment type, quantity, total cost, client name, order date, delivery date, and client contact information. Follow the order as presented below. Information may span multiple pages. The Port shall contact client references to verify successful implementation. Failure to submit this information may be grounds for bid rejection or determination that a Vendor is unresponsive and irresponsible.
 - i. Brief Project Description:
 - ii. Equipment Type(s):
 - iii. Quantity(ies):

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- iv. Total Cost:
- v. Month/Date Ordered:
- vi. Month/Date Delivered:
- vii. Client Contact Information:
 - 1. John Smith
 - 2. Title
 - 3. Organization
 - 4. Phone: Country Code + XXX-XXX-XXXX
 - 5. Email: john.smith@port.com
 - 6. Physical Address

c. Financial stability

The vendor does not need to submit all of these items but simply choose one (1) that is the best fit for the company and best represents your financial stability.

i. Audited or Reviewed Financial Statements

- 1. What to submit: Your most recent audited financial statements (balance sheet, income statement, cash flow).

ii. Bank Reference Letter

- 1. What to submit: A letter from your bank confirming the length of your relationship, average balance, and that your accounts are in good standing.

iii. Bonding or Line of Credit

- 1. What to submit: Documentation of bonding capacity or an available line of credit. We do not need a bond submitted with this project.

2. Executed non-collusion affidavit forms (Attachment C)

3. Tax disclosure documentation (Attachment D)

4. Technical Requirements:

- a. Technical Requirements Evaluation Sheet (Attachment E)
- b. Supporting BABA documentation

5. Bid Pricing:

- a. Required elements: Vendors are requested to propose all items (Item # 1,2,3,4,5, and 6 in below Pricing Schedule) of the project scope to be deemed responsive to this RFB. It is the intention of the Port that a single vendor will be responsible for providing a complete package of all DC chargers, dispensers, charge management software, equipment installation, commissioning, testing, warranty, and ongoing preventative and reactive maintenance.
- b. Pricing: Submit a Lump Sum Fixed Fee (Stipulated Sum) for the proposed equipment, inclusive of all procurement, delivery, and applicable coordination costs. Utilize the pricing schedule below:

Item #	Item Description	Price
1	Base 360-400kW DC Charger	\$_____ / per charger
2	Remote Dispenser with CCS1 Cable and Cable Management System	\$_____ / per dispenser
3	Installation, Testing, and Commissioning of Chargers	\$_____ / per charger
4	Warranty for Five (5) Years	\$_____ / per charger, per year
5	Charger Management Software (CMS) for Five (5) Years, Inclusive of Cellular Connectivity Fees	\$_____ / per dispenser, per year
6	Reactive and Preventative Maintenance Service Level Agreement for Five (5) Years	\$_____ / per charger, per year
	Total Proposal Cost	\$_____

c. Payment terms

- i. 15% within two weeks of contract signature
- ii. 30% on delivery
- iii. 55% on successful commissioning

d. Warranty: Provide industry-standard warranties for all equipment and associated services. Clearly specify warranty durations and coverage terms.

Project Schedule

The selected vendor shall adhere to the Project schedule identified below unless noted otherwise in the submitted bid. These dates are the maximum allowed delivery timeline.

- a) Factory Tests Date: October 1, 2027
- b) Delivery Date: Earliest delivery is December 1, 2027 and latest delivery is December 31, 2027

Vendors shall submit a schedule for equipment procurement, delivery, and any required coordination.

Site Security & Safety

A project health, safety, and security plan shall be required for this Project and will be included as a requirement of the Contract. All vendors shall familiarize themselves with the safety and security requirements of the Port 's Tariff and the Health, Safety, & Environment plan: [Port Tariff and HS&E.pdf](#)

A copy of the Port 's health and safety plan is available upon request for review.

The vendor shall be responsible for complying with the Terminal's security plan, which requires all personnel to obtain their TWIC credentials to obtain access: [Security - Port of Cleveland](#)

Legal and Disclaimers

- 1. Any potential conflicts of interests shall be clearly communicated prior to the submission of a bid and these conflicts may be considered by the Port when RFBs are evaluated. Please attach executed

non-collusion affidavit forms (Attachment C) & tax disclosure documentation (Attachment D) with submitted bids.

2. Except for the points of contact above, potential responders are cautioned not to communicate with Board Members, employees of the Port or its representatives during the pendency of this RFB until an award is made. Violations of this requirement could result in disqualification of the firm or individual involved.
3. The Port reserves the right to reject any or all responses to this RFB and to waive any informalities or irregularities in the submission process. All materials submitted in response to this RFB become the property of the Port and may be subject to public disclosure. The Port assumes no liability to any person or entity for the costs incurred in responding to this RFB.
4. All responsible and responsive bids shall be considered. The Port reserves the right to meet with any Vendor after the Bid Opening Date but prior to the awarding of the Contract to ascertain the responsiveness of the bid and responsibility of the Vendor.
5. For reference, the Port's draft agreement is included in Attachment F.

Buy America, Build America Requirements The procurement shall comply with the Build America, Buy America ("BABA") Act provisions incorporated into the Grant Agreement and provided in full text below. The BABA provisions are subject to any waivers that the EPA has granted, or may grant in the future, with respect to the applicability of BABA to the Clean Ports Program.

All projects under this competition are subject to the domestic sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) when using federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. The BABA preference requirement applies to all of the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award for identified EPA financial assistance funding programs.

These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in Federally funded infrastructure projects must be produced in the United States, as defined in P.L. 117-58 § 70912(6). The recipient must implement these requirements in its procurements, and this article must flow down to all subawards and contracts. For legal definitions and sourcing requirements, the recipient must consult the EPA's Build America, Buy America website.

Clean Ports Program grants are subject to the requirements of BABA, which requires applicants to comply with Buy America preference requirements or apply for a waiver for each infrastructure project. The following potentially eligible projects under this competition meet the definition of "infrastructure" and are subject to Buy America preference requirements under BABA:

- *Structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging equipment.*
- *Any other permanent public structure that meets the qualifies as "infrastructure" as addressed in OMB Memorandum M-24-02 and 2 C.F.R. section 184.4(c).*

Questions regarding BABA applicability to this procurement should be directed to the Port. See EPA’s “Build America, Buy America” general term and condition for additional requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

The Vendor acknowledges that it understands the procurement shall comply with BABA which requires all the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States including iron and steel, manufactured products, and construction materials provided by the Vendor pursuant to this Agreement.

The Vendor hereby represents and warrants to the Port that:

1. the Vendor has reviewed and understands the Build America, Buy America Requirements,
2. all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements and
3. the Vendor will provide any further verified information, certification or assurance of compliance with this paragraph as may be requested by the Port or the EPA.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Vendor shall permit the Port, or the EPA to recover as damages against the Vendor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Port, or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Port).

Federal Clauses for Construction

Electric charging infrastructure must meet the following installation requirements: Electricians installing, operating, or maintaining electric charging infrastructure purchased through this program are required to be certified under the Electric Vehicle Infrastructure Training Program (EVITP) or another program approved by the EPA in consultation with the Department of Labor and Department of Transportation, as will be reflected in the terms of this grant award. For projects requiring more than one electrician, at least one of the electricians performing each phase of the infrastructure work should meet the requirements above.

Noncollusion Provision. Each bidder shall file a statement (Attachment C) executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Debarment and Suspension and Prohibitions Relating to violations of CWA and CAA. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

AGE DISCRIMINATION ACT, SECTION 504 OF THE REHABILITATION ACT, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND SECTION 13 OF THE CLEAN WATER ACT

CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, et. seq)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 et. seq)
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Standard Federal Equal Employment Opportunity Construction Contract Specifications. (41 CFR 60-4.3)

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

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

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

Segregated Facilities. (41 CFR 60-1.8) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Compliance with Davis-Bacon and Related Acts.

Requirements for both state and federal prevailing wage laws must be met and the higher of the two wages applied to the contract. Prevailing wage rates may be found for the relevant classifications at Department of Commerce website for Cuyahoga County. <https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates>. The contractor is required to pay the applicable prevailing wage rates in effect upon December 1, 2025, the Bid Due Date, which shall remain in effect for the duration of the Contract. Additionally, Federal wage laws and rules apply. The hourly minimum rates for wages and fringe benefits identified by the U.S. Department of Labor's Wage Determination OH20250001 09/26/25 are included as Attachment H. Ten (10) days before the Bid Due Date, the Port will review the Davis Bacon Wage Determination to ensure that the wage rates have not changed. If the rates have changed, the new rates will be sent out in an Addendum.

(1) *Minimum wages* —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations

issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to 29 C.F.R. § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an

additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the

criteria set forth in 29 C.F.R. § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding* —

(i) *Withholding requirements*. The EPA or the City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the EPA may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) *Records and certified payrolls* —

(i) *Basic record requirements* —

(A) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements* —

(A) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the EPA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone

numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the EPA or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 C.F.R. § 5.1, available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 C.F.R. § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity —*

(i) *Apprentices —*

(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the EPA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier

subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) Contract Work Hours and Safety Standards Act (CWHSSA):

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages —

(i) *Withholding process.* The EPA or the City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) *CWHSSA required records clause:*

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 C.F.R. § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Suggested Contract Language:

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities or using such equipment.
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR200.327.

Supplemental General Conditions

DEFINITIONS The word “Buyer” means the Port identified as the “Bill To” entity on the face of this purchase order. The word “goods” as used herein shall mean, without limitation, the products, articles, services, materials and/or equipment described on the face hereof. The term “Customer” refers to the Customer of the Buyer, who may be the end user of the goods. All references to Buyer in this Agreement will be deemed to be references only to the Port identified as “Buyer” herein. Vendor acknowledges that Buyer will be solely responsible for its own obligations and performance under any purchase order or other agreement entered into under these terms and Vendor will look solely to Buyer with respect to rights and remedies under this Agreement.

ACCEPTANCE The first to occur of Vendor’s acceptance of this Order or shipment of goods pursuant to this Order shall constitute Vendor’s agreement to the terms and conditions set forth on the face and the back of this Purchase Order. No other terms, whether or not contained in any bid, estimate, acknowledgement, agreement confirmation or invoice given by Vendor, shall in any way modify or supersede any of the terms of this Order or otherwise be binding on Buyer, and Buyer hereby explicitly rejects all such other terms unless it has accepted such other terms by a written instrument signed by its authorized representative.

QUALITY Vendor warrants that all goods will conform to specifications furnished by Vendor and approved by Buyer or furnished by Buyer. Vendor acknowledges the receipt of a copy of all such specifications furnished by Buyer. Vendor warrants that all goods have been tested for their safety, will be of merchantable quality and of good material and workmanship, free from defect and suitable for their intended use. If applicable, Vendor will assign to Buyer all warranties applicable to any portion of the goods obtained by Vendor from third parties, or if not assignable, will assert such warranties on behalf of Buyer at Buyer’s request. Vendor warrants that the goods shall comply with all applicable federal, state, and local laws, statutes, rules and regulations. In the event that Vendor becomes aware or has reason to believe that a condition exists, within the manufacturing facility or goods themselves, which does or may adversely impact any of the above warranties, Vendor shall promptly notify Buyer of same. All deliveries of goods to countries outside the United States shall conform to and comply in every respect to the provisions of the laws and regulations of the countries into which the goods are delivered and countries where the goods will be used (provided Buyer has advised Vendor which countries are involved), to the extent such laws and regulations are applicable to such goods.

REJECTION Payment for goods delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect and test such goods and to reject, and return to Vendor at Vendor’s expense, goods (a) delivered in excess of the quantity ordered, (b) which do not conform to specifications or are defective, or (c)

which in any way violate applicable law. Buyer's failure to inspect goods prior to use shall not constitute acceptance of such goods, regardless of the passage of a reasonable period of time. Buyer, at its option may require replacement of defective or rejected goods or a refund of the purchase price as well as payment of damages. Nothing contained in the Order shall relieve the Vendor in any way from the obligation of testing, inspection, and quality control.

PRICES Vendor warrants that prices shown on this Order shall be complete, and no additional charges of any type (e.g., shipping, packaging, labeling, custom duties, taxes, etc.) shall be added or borne by Buyer without its expressed written consent. Any cash discount periods will be calculated from receipt of invoice or receipt of acceptable goods, whichever occurs later. On invoices returned for correction, the cash discount period will be calculated from receipt of the corrected invoice.

SHIPPING Unless indicated to the contrary on the face of this Order, all shipments shall be made F.O.B. destination, freight prepaid. Vendor shall deliver all goods to a carrier for shipment by carrier to Buyer and shall own, and shall bear the risk of loss for, such goods until the goods are received by Buyer. Claims for loss and/or damage to goods shall be filed by the Vendor. The Vendor shall be responsible for paying all carrier's freight charges. Delivery shall not be deemed complete until the goods have been actually received by Buyer. All deliveries must be on weekdays during normal business hours to the address indicated on the face hereof, unless otherwise agreed to by Buyer.

Time of the Essence

1. Time limits stated in the Agreement are of the essence of the Agreement and all obligations under the Agreement. By signing the Agreement, the Vendor acknowledges that those time limits are reasonable.
 - a. The Vendor acknowledges that the Port will enter into other contracts based upon the Vendor properly providing the Services in a timely manner.
 - b. The Vendor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Project Schedule.
 - c. Time is of the essence of this Order, and if delivery of goods is not completed by the time promised, Buyer reserves the right, without liability and in addition to other rights and remedies, to:
 - i. Terminate this Order by notice effective when received by Vendor as to goods not yet shipped;
 - ii. Purchase substitute items; and/or,
 - iii. **Charge Vendor \$500/day for every day after the delivery date, unless waived by the Port.**

Termination for Convenience

1. Right to Terminate
 - a. The Port may terminate this Contract, in whole or in part, at any time for its convenience by giving written notice to the Vendor. The termination will be effective on the date stated in the notice.
2. Vendor's Duties
 - a. When the Vendor receives a termination notice, it shall:

- i. Stop work as specified,
- ii. Cancel any subcontracts and purchase orders related to the terminated work,
- iii. Protect and preserve any property or materials in which the Port has an interest, and
- iv. Deliver all completed and partially completed equipment, parts, materials, and related documents to the Port .

3. Payment

- a. The Port will pay the Vendor for:
 - i. Equipment, materials, or services completed and accepted before the termination date,
 - ii. Reasonable costs for work in progress and materials purchased that are identified to this Contract and delivered to the Port , and
 - iii. Reasonable costs of settling terminated subcontracts.
 - iv. No payment will be made for anticipated profits, loss of business, or other indirect damages.

4. Finality of Payment

- a. Payment under this Section will fully satisfy all obligations of the Port to the Vendor arising out of a termination for convenience.

Termination for Cause

1. Right to Terminate

- a. The Port may terminate this Contract, in whole or in part, if the Vendor:
 - i. Fails to deliver equipment, materials, or services as specified,
 - ii. Fails to perform any provision of the Contract, or
 - iii. Otherwise breaches the Contract in a material way.
- b. Before termination, the Port will provide written notice describing the failure or breach and allow the Vendor a reasonable period, not less than ten (10) calendar days, to cure the default. If the Vendor does not cure the default within the time allowed, the Port may terminate the Contract for cause.

2. Vendor's Duties

- a. Upon receipt of a termination for cause notice, the Vendor shall:
 - i. Stop work as directed,
 - ii. Cancel subcontracts and purchase orders related to the terminated work,
 - iii. Protect and preserve any property in which the Port has an interest, and
 - iv. Deliver all completed and partially completed equipment, parts, and related documents to the Port.

3. Payment

- a. If termination is for cause, the Port will pay the Vendor only for equipment and services that are completed, delivered, and accepted prior to the effective termination date.
- b. The Port may withhold payment for costs the Vendor incurs in correcting or curing its default, and may pursue any additional rights or remedies available at law or in equity.

4. Excess Costs

- a. If the Port procures substitute equipment or services as a result of termination for cause, the Vendor shall be liable for any additional costs the Port incurs.

5. Finality of Payment

- a. Payment, if any, under this Section does not limit the Port's right to recover damages or other remedies available due to the Vendor's default.
- b. The Vendor is only paid for **accepted work**, not for incomplete or defective work.

Vendor's Termination for Cause

1. The Vendor may terminate this Agreement for cause if the Port fails to pay undisputed amounts owed to the Vendor when required under this Agreement.
2. If the Vendor elects to terminate this Agreement for cause, the Vendor must give the Port written notice of (1) the Vendor's intention to terminate the Agreement and (2) an accounting of the undisputed amounts owed to the Vendor and the date(s) on which the Vendor believes payment of those amounts was due. If the Port does not cure the cause for termination by initiating the process to pay the undisputed amounts owed to the Vendor within 30 days after receiving the notice, the termination will take effect upon the Port's receipt of the Vendor's written notice of termination, which is in addition to the Vendor's notice of intention to terminate.
3. If the Vendor properly terminates this Agreement for cause, but subject to other provisions of this Agreement, the Port must pay the Vendor for Services performed by the Vendor before the date of termination. In no event will the Port be obligated to pay anything on account of Services the Vendor does not perform.
4. If the Vendor improperly terminates this Agreement under this Section (Vendor's Termination for Cause), the Vendor shall be obligated to the Port as described under Section Termination for Cause.

CHANGES Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly.

CONFIDENTIALITY Vendor shall consider all information furnished by Buyer, including the existence of this Order, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Vendor obtains written permission from Buyer. Upon the termination of this Agreement, or upon Buyer's request, Vendor agrees promptly to return to Buyer all documentation or other tangible materials containing and/or embodying any of the Information (including, without limitation, all copies, reproductions, summaries and notes of the contents

thereof), and to certify that all such Information has been returned to Buyer or disposed of in a manner approved by Buyer.

FORCE MAJEURE Each party will be excused from performance under this Agreement while and to the extent that it is unable to perform, for a cause beyond its reasonable control. Force majeure will not include labor shortages or work stoppages. If either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then the party affected by force majeure will give written notice with explanation to the other party immediately. The affected obligations of the party giving notice will be suspended only during the continuance of the events giving rise to the force majeure provided that the affected party is acting with due diligence to remedy the delay caused by the force majeure. If Vendor is unable to perform for a period of more than fifteen (15) business days due to any force majeure event, Buyer may terminate this Agreement.

INFRINGEMENT Vendor warrants that the goods and/or their use, sale and/or consumption, pursuant to this Order do not and will not infringe any patent, trademark, copyright, or other intellectual property right and there is no unauthorized use of proprietary rights of another party. Vendor agrees, upon receipt of notification, to promptly assume all responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers or vendors for alleged intellectual property infringement and/or alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished hereunder, and Vendor further agrees to indemnify Buyer, its agents, vendors and customers against any and all expenses, losses, royalties, profits and damages, including court and/or settlement costs and attorneys' fees resulting from any such suit or proceeding.

INDEMNIFICATION/INSURANCE Vendor shall defend, indemnify and hold Buyer harmless against all damages, claims, liabilities and/or expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods purchased hereunder, from any wrongful act or omission of Vendor, its employees, agents or subVendors, or from Vendor's breach of any warranty as provided herein or otherwise provided by law. Vendor shall maintain comprehensive liability insurance, including products liability coverage, contractual liability and broad form vendor's endorsements covering Vendor's obligations under this Order, such insurance to have aggregate limits of at least five million dollars (\$5,000,000), and to be with an insurance carrier reasonably satisfactory to Buyer. Vendor shall furnish certificates of insurance evidencing such coverage to Buyer at Buyer's request.

INSPECTION RIGHTS Upon reasonable notice to Vendor, Buyer or Buyer's independent service may inspect Vendor's plants where goods are manufactured. In accordance with Foth's Inspection Rights, as it pertains to the goods or services ordered herein, Buyer or Buyer's client's review or inspection of the goods or services ordered under this Purchase Order, either by physical examination or review of drawing or technical documents, do not constitute acceptance nor shall such review or acceptance affect or release any of Vendor's obligations with respect to the ordered goods or services.

DISPUTE RESOLUTION Any dispute between the parties relating to this Agreement or the breach thereof shall be resolved by binding arbitration in Cleveland, Ohio, pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association. The arbitrator(s) shall have no power to add to or modify the terms of this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall apply the substantive law of Ohio except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act.

The arbitrator(s) shall not award either party punitive damages, and the parties shall be deemed to have waived any right to such damages. The proceedings shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties' confidential information. The fees of the arbitrator and the American Arbitration Association shall be split equally between the parties.

ASSIGNMENT No part of this Order may be assigned or contracted by Vendor without the prior written approval of Buyer. With the consent of Vendor, which shall not be unreasonably withheld, Buyer may, at its option, either terminate or assign a portion or all of this Order in the event of a sale, transfer, or other disposition of any operating unit or business of Buyer participating in this Order, provided that such termination or assignment shall relate only to the requirements of such operating unit or business. In the event of assignment, Vendor agrees that Buyer shall have no further obligations with respect to the assigned portion of the Order after the date of such assignment.

WARRANTY ASSIGNMENT It is understood that Buyer is purchasing goods for the purpose of resale to Buyer's Customer. Accordingly, all warranties provided by the Vendor or other third parties under this agreement shall be transferable to Buyer's Customer. If requested by Buyer, Vendor will assist in transferring warranty/warranties to Buyer's Customer.

SETOFFS All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Vendor.

WAIVER Buyer's failure to insist on performance of any terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether of the same or similar type.

GOVERNMENTAL REGULATIONS Vendor's obligations hereunder shall be subject to and comply with all applicable governmental laws, rules, regulations, and executive orders, including but not limited to Equal Opportunity/Affirmative Action clauses contained in Executive Order 11246 (60-1.4(a)), as amended, 41 CFR 60-300.5(a) (Veterans) and 41 CFR 60-741.5 (Rehabilitation Act), which requires a written Affirmative Action Plan, annual EEO-1 and Vets-100 reports, and adherence to all relevant rules, regulations and orders of the Secretary of Labor.

INDEPENDENT VENDOR While delivering goods hereunder, Vendor shall, at all times and for all purposes, be an independent Vendor, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between Buyer and Vendor or its personnel. The personnel of Vendor shall not be deemed employees of Buyer for any purposes, but rather, shall be solely the employees of Vendor, and Vendor shall have sole responsibility to counsel, discipline, review, evaluate, set pay rates of, and terminate such Vendor personnel. Vendor assumes full responsibility for all contributions, taxes, state and local laws (including obligations under the Patient Protection and Affordable Care Act), and for purposes of withholding from wages of Vendor personnel, where required. Vendor shall have discretion on whether to obtain health, disability, life, or other personal insurance for Vendor and Vendor's employees. Buyer shall not provide such insurance to Vendor or any person employed by Vendor. In addition, neither Vendor nor any employee of Vendor shall be eligible for any pension, savings, investment or retirement plan offered by Buyer to its employees. Vendor acknowledges that, for all purposes, including for purposes of the individual mandate and/or the employer shared responsibility ("play or pay") provisions of the Patient Protection and Affordable Care Act ("ACA"), it is self-employed and the exclusive employer of any person employed by the Vendor, and that Buyer is not, in any way, the common-law employer or "co-employer" of

Vendor nor any employee of Vendor. Vendor also acknowledges and agrees that it is solely responsible to provide “minimum essential coverage” to self and any employee of Vendor (as required by the ACA), or to pay any taxes/penalties that might arise under the ACA pertaining to self or any employees of Vendor. If any agency of the federal or state government assesses any tax/penalty against Buyer under the ACA pertaining to Vendor or employee of Vendor, then Vendor will indemnify and reimburse Buyer for any and all taxes/penalties assessed against Buyer pertaining to Vendor or employee of Vendor. Vendor will also reimburse Buyer for any reasonable attorneys’ fees incurred by Buyer in connection with the assessment of such tax/penalty.

GOVERNING LAW This Order shall be governed and constructed by the substantive federal and state law of the state of Ohio as it applies to contracts made and to be performed wholly within such state.

ENTIRE AGREEMENT This Order, and any documents referred to on the face hereof, constitutes the entire agreement of the parties.

TOTAL COST is not to exceed the price listed on this purchase order without prior written authorization as evidenced by issuance of a written change order by Buyer.

INVOICES Any invoices submitted 45 days after goods are received or services rendered will not be eligible to be paid and any exceptions must be approved by the Buyer prior to invoice submission.

The Vendor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The vendor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the vendor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Lobbying Restrictions.

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. By signing and submitting this bid, the Vendor certifies, to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, Vendor shall complete and submit Attachment E [Standard Form -- LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was

made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting its bid that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Debarment and Suspension.

Vendor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act. Suspension and debarment information can be accessed at <http://www.sam.gov>. Vendor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

By signing and submitting this bid, the Vendor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment 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, 2 CFR 180.800;
- c. 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, 2 CFR 180.700 and 180.800; and
- d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor should attach an explanation to this bid. 2 CFR 180.335 and 180.340.

ATTACHMENT A

ELECTRIC VEHICLE DC CHARGING STATION SPECIFICATIONS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Guide specification of equipment items as listed below are provided to establish minimum performance requirements, operational criteria, and standards compliance of a DC charging system for commercial battery electric vehicles charged via CharIN CCS1 standard. Alternative systems that comply with these minimum performance requirements, operational criteria and standards compliance but are achieved by physically different equipment configurations than the guide layout and the components listed but achieve the same verifiable results will be considered and reviewed by Owner as equivalents.
- B. Vendor shall provide utility stub up locations recommended by manufacturer.
- C. Coordination of equipment and vehicle to allow for automated operation and communication of the Charging Dispenser: Coordination with other equipment and/or items shall include, but not necessarily be limited to, the following: Electric Vehicle Charge Management System per current industry standards and incorporating or provisioning for ISO 15118, 60311 and OCPP 1.6.

1.2 QUALITY ASSURANCE

- A. Equipment shall be produced by a manufacturer of established reputation with a minimum of five years' experience supplying specified equipment.
- B. Vendor's Representative:
 - 1. Installation: Provide a qualified Vendor's representative at site to supervise work related to equipment installation, check out and start up.
 - 2. Training: Provide technical representative to train Owner's maintenance personnel in operation and maintenance of specified equipment.
 - 3. Testing: Provide technical representative for final testing of equipment.
- C. Installation of this equipment item requires initial mock-up and acceptance by design team and owner. Refer to Part 3.2 of this specification section Installation for more details

1.3 STANDARD AND REGULATORY REQUIREMENTS

The Equipment indicated within this specification section shall comply with all applicable national, state and local codes and regulations, including seismic, fire, and racking codes and regulations.

1.4 REFERENCE STANDARDS

The following publications form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only. Perform all work and install all materials and equipment in full accordance with the latest publications. When interpreting the following consider advisory provisions to be mandatory, as though the word “shall” has been substituted for “should” wherever it appears. Interpret references to “authority having jurisdiction,” or other words of similar meaning, to mean the City.

- American Disabilities Act (ADA)
 - ADA Standards
 - Standards of Accessibility Design, 2010
- Deutsches Institut für Normung (DIN) Federal Communications Commission (FCC)
 - DIN 70121 Digital communication between a d.c. EV charging station and an electrical vehicle for control of d.c. charging in the Combined Charging System
- Federal Communications Commission (FCC)
 - Title 47 CFR Part 15 Rules and regulations regarding unlicensed transmissions
- International Electrotechnical Commission (IEC)
 - IEC 60309 Plugs, Socket-outlets and Couplers for industrial purposes
 - IEC 60529 Degrees of Protection Provided by Electrical Enclosures (IP Code)
 - IEC 61000-6 Electromagnetic Compatibility (EMC)
 - IEC 61851 Electric Vehicle Conductive Charging System
- Institute of Electrical and Electronics Engineers (IEEE)
 - IEEE 802.15.4 Standards for Low Rate Wireless Networks; 2020, with Amendment (2021)
- International Organization for Standardization (ISO)

- ISO 14443-4 Cards and Security Devices for Personal Identification – Contactless Proximity Objects
 - ISO 15118 Vehicle to Grid Communication Interface
 - ISO 15693 Cards and Security Devices for Personal Identification - Contactless Vicinity Objects
- National Electrical Manufacturers Association (NEMA)
 - NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum); 2020
- National Fire Protection Association (NFPA)
 - NFPA 70 National Electric Code (NEC)
 - NFPA 70E Standard for Electrical Safety in the Workplace
- Occupational Safety and Health Administration (OSHA)
 - 29 CFR 1910.147 General Environmental Controls, The Control of Hazardous Energy (Lockout/Tagout)
- Open Charge Point Protocol (OCPP)
 - OCPP 2.0 Communication between electric vehicle (EV) charging stations and a central management system
- Underwriters Laboratories (UL)
 - UL 50E Enclosures for Electrical Equipment, Environmental Considerations
 - UL 2202 Standard for Electric Vehicle (EV) Charging System Equipment
 - UL 2231-1 Standard for Safety for Personnel Protection Systems for Electric Vehicle
 - UL 2231-2 Standard for Safety for Personnel Protection Systems for Electric Vehicle (EV) Supply Circuits
 - UL 2594 Standard for Electric Vehicle Supply Equipment
- Society of Automotive Engineers (SAE)
 - SAE J1772 Electric Vehicle and Plug in Hybrid Electric Vehicle Conductive Charge Coupler
 - SAE J2847/2 Use Cases for Communication Between Plug-in Vehicles and Off-Board DC Chargers
 - SAE J2894/1 Power Quality Requirements for Plug-In Electric Vehicle Chargers
 - SAE J2931/1 Digital Communications for Plug-in Electric Vehicles
 - SAE J3400 North American Charging System (NACS) for Electric Vehicles

1.5 SUBMITTALS

- A. Submittal requirements for all equipment items included in this section are listed below.
- B. Product Data:
 - 1. Submit Product Data in accordance with these specifications.
 - 2. All Product Data submittals shall identify proposed project specific items marked by arrow, circle, underline, reproducible highlight, or other markings clearly discernable by the reviewer, to show which specific items, parts and accessories are being submitted for the project product data review. Non-marked or generic product data submittals with no marks indicating specific items, parts and accessories will be a cause for rejection.
 - 3. Restrict submitted material to pertinent data. For instance, do not include Vendor's complete catalog when pertinent information is contained on a single page.
- C. Operation and Maintenance Manual:
 - 1. Provide a Complete parts list, operating instructions, and maintenance manual covering equipment at time of installation including, but not limited to:
 - a. Description of system and components.
 - b. Vendor's printed operating instructions.
 - c. List of original Vendor's parts, including suppliers' part numbers and cuts, Vendor's recommended spare parts stockage quantity and local parts and service source based on anticipated frequently replaced and/or long lead (more than five workdays) components.
 - 2. Assemble and provide copies of manual in 8-1/2 by 11-inch word format. Foldout diagrams and illustrations are acceptable. Manual to be reproducible by dry copy method.
- D. Shop Drawings: Submit shop drawings in accordance with these specifications.
 - 1. Submitted shop drawings shall be project specific and shall include a minimum 1/8 inch to 1 foot scaled (or larger standard architectural imperial scale), dimensioned, graphical representation of the size, orientation, and location for all instances of submitted equipment in a floor plan view and reflected ceiling plan view for DC charging cabinets, dispenser, and other system elements. The drawings shall further include dimensions from structural elements or architectural grid lines to each major charging equipment item operational

clearances, locations of any utility service connection points, power and communication output points, mounting requirements, and structural supports required for the submitted equipment. Indicate which specific dispensers are connected to and energized by which specific DC charging cabinet.

2. Vendor's standard installation drawings will be accepted and reviewed but are not considered as a replacement to project specific shop drawings.
- E. Test Reports: Testing and Commissioning reports are required for all systems included in this specification and shall be included as part of the close-out documents. Vendor to provide a copy of all testing and commissioning reports for equipment specified herein. Refer to Part 3.3 Testing & Commissioning, of this specification.
- F. Required Documents for Permit and Local Jurisdictional Approval: Where required by local jurisdiction and/or code officials, the Vendor/supplier shall be responsible for producing and submitting all documentation required for obtaining all applicable approvals related to the specified equipment. This documentation may include, but may not be limited to, engineered signed and stamped plans, details, anchorage layouts for equipment on stands and as racks to show compliance with locally adopted ASCE, seismic, fire, and other codes. A copy of these required documents shall be included with the product submittal to the Design Team/consultant team for their review.

1.6 WARRANTY

- A. Warranty begins when installation is complete.
- B. Warranty work specified herein for five years from substantial completion against defects in materials, function, workmanship and charging system operational design.
- C. Warranty shall include materials and labor necessary to correct defects including replacement of charging system operational elements with re-designed components.
- D. Defects shall include, but not be limited to loose, damaged and missing parts and abnormal deterioration of finish, excessive cord wear.
- E. Software shall be warranted to ensure the charger functions as intended.
- F. Operational design defects include for dispenser charger and dispenser include systemic non-extending / retracting of dispenser due to factory installed elements, failure or intermittent failure to instigate charging process and dispenser deployment due to inability to connect and / or non-communications with vehicle, initiate or complete charging process due to interference from adjacent installed dispensers is an operational design defect. Dispensers conforming to this performance specification

are intended to perform in a dense vehicle parked environment with anticipated adjacent dispensers and battery electric vehicles on all four sides of surrounding each installed dispenser. Submit warranties in accordance with these specifications.

- G. All parts shall be readily available locally in the United States.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. The Vendor shall ship the equipment to the Port for storage. The Vendor shall return to the Port for the installation, testing and commissioning of the equipment. It is estimated that the site work will be substantially complete in the Spring of 2028. The Port will provide the vendor with 60 days notice of the estimated date when the Vendor shall install the equipment.
- B. Deliver equipment in Vendor's containers, appropriately packaged and/or crated for protection during shipment and storage in humid, dusty conditions. Equipment shall be stored per Vendor's recommendation.
- C. Indelibly label all containers, including those contained in others, on outside with item description(s) per title and Mark Number of this specification.
- D. Provide equipment and materials specified complete in one shipment for each equipment item. Split or partial shipments are not permissible.

1.8 LABELING

- A. Vendor shall securely attach in a prominent location on each major item of equipment a non-corrosive nameplate showing manufacturer's name, address, model number, serial number, and pertinent utility or operating data.
- B. All electrical equipment and materials shall be new and shall be listed by Underwriter's Laboratories, Inc. (U.L.), or other US National Recognized Testing Laboratory (NRTL) acceptable to both the design team and local code officials, in categories for which standards have been set by that agency and labeled as such in the manufacturer's plant.

PART 2 PRODUCTS

2.1 Electric Vehicle Charging Cabinets- DC Fast Charger with Dispenser Pedestals

- A. Provide electric vehicle charging units in compliance with NFPA 70, including required equipment, conduit, boxes, wiring, connectors, supports, accessories, software, system programming, etc. as necessary for a complete charging system that provides functional indicated intent.

The system shall consist of a 360-400kW standalone, upright charging cabinet

with integrated power modules and multiple fully integrated SAE J1772 CCS1 plug dispensers (or approved alternative).

B. Manufacturers:

1. Lincoln Electric Velion 400kW, paired with four single-cable dispenser pedestals.
2. ABB HVC360, paired with four single-cable dispenser pedestals.
3. Kempower C800-801 400kW, paired with four single-cable dispenser pedestals.
4. Power Electronic NB400, paired with four single cable dispenser pedestals.
5. Heliox Flex 360kW, paired with four single cable dispenser pedestals.
6. Chargepoint Power Express Plus 400kW, paired with four single cable dispenser pedestals.
7. Or approved equal approved by Engineer

C. Charging Units:

1. Input Voltage and Frequency: 3 Phase 480 V ($\pm 10\%$), 60 Hz ($\pm 5\%$)
2. Input Connection: 3-Phase: L1, L2, L3, and Ground (or approved alternative).
3. Power Output: 100 to 400 kW per plug dispenser. Power limit must be remotely configurable via CMS or locally on the charger.
4. Voltage Output: 150 – 1000 VDC (or approved alternative)
5. Plug Dispenser Cable Continuous Current Rating: 300 A minimum
6. Power Factor: The charger shall maintain a power factor of 0.95 or higher under typical operating conditions.
7. Total Harmonic Distortion: shall not exceed 5% at full load.
8. Power Conversion Efficiency: 95% or greater
9. Metering: Onboard, accuracy Class 1 ($\pm 1\%$) or better.

D. Connectivity and Communication:

1. Connectivity: Shall include a cellular antenna, 4G/LTE or better, enabling connection to cellular networks.
2. Backend Communication Protocol: OCPP 1.6j, upgradeable to OCPP 2.0.1
3. Vehicle Communication Protocols: DIN SPEC 70121, ISO 15118
4. Authentication: RFID (ISO 14443 Type A & B, ISO 15693), Plug and

Charge (ISO 15118)

E. User Interface:

1. Display Requirements: Must include a screen that displays:
 - a. Charging Status
 - b. Vehicle's current state of charge (SOC)
 - c. Real-time charging rate (kW)
 - d. Estimated time remaining until full charge

F. Safety and Certifications:

1. Electrical Safety: Ground fault protection, automatic plug out detection, surge protection, over-temp protection, short circuit protection, over current protection, over voltage protection, insulation monitoring.
2. Electrical Safety Certifications: Listed and labeled as complying with UL 2594 or UL 2202. Provide personal protection in accordance with UL 2231-1 and UL 2231-2.
3. Additional Certifications: FCC Part 15 Class B, Energy Star

G. Environmental and Mechanical:

1. Enclosure Environmental Rating: The enclosure shall comply with NEMA 250 Type 3R or Type 4 (or approved alternative). All plastic components exposed to sunlight must be UV-resistant and validated through UL 746C or an equivalent standard.
2. Corrosion Protection: All metal components, including steel and aluminum, must meet ISO 12944 (minimum C3, C4 for coastal/industrial environments). Steel shall be galvanized per ASTM A123/A153 or equivalent; aluminum shall be anodized, powder coated or treated with an equivalent corrosion-resistant finish.
3. Operating Temperature: Minus 22 degree F to 122 degree F without derating
4. Operating Humidity: Up to 95 percent non-condensing
5. Operational Noise Level: The charger shall not exceed a maximum noise level of 70 decibels (dB) measured at a distance of 1 meter during normal operation.
6. Finish: Provide all color options to the port of Cleveland as part of the charger submittal.

7. Cable Length: 16.4 ft (5 m) or approved alternative
 8. Cable Management: Integrated into dispenser and ensuring cabling maintains at least 10” clearance from ground.
 9. Charger Cabinet Dimensions and Weight:
 - a. Maximum Width: 36 inches
 - b. Maximum Depth: 50 inches
 - c. Maximum Height: 95 inches
 - d. Maximum Weight: 2,100 pounds
- H. Components:
1. Charging Cabinet(s)
 2. Charging Cable(s)
 3. Plug(s)
 4. Cable Management System(s)
 5. Dispenser Pedestal
 6. All components, interconnecting cabling and conduits/ducts between components (of required), software, and accessories for a fully and properly operational device.
 7. Coolant, in quantity and type as required by manufacturer.
 8. Fabricated steel support stand, capable of elevating and properly supporting the Charging Cabinet. Steel shall be hot-dip galvanized in accordance with ASTM A123 Standard. Refer to drawings for details.
 9. Emergency Stop Button (E-Stop) – directly accessible on the outside of the Charging Cabinet. Allows for emergency stopping / de-energizing output of all remote dispenser units connected to a single Charging Cabinet whose E-Stop button is activated
 10. Group Remote Emergency Stop Button (E-Stop) – in quantities and locations as shown on the drawing. Allows for emergency stopping / de-energizing output of all remote dispenser units connected to a multiple Charging Cabinet in groupings as shown on the drawings.
- I. Software Features
1. Software Integration: Support for remote diagnostics, firmware updates, and load management via CMS.

J. Other Requirements

1. Dual Power Source Compatibility: The charger shall be capable of connecting to both the primary power supply grid and a low-voltage power distribution source, such as a Battery Energy Storage System (BESS), to support flexible energy management and backup operation.
2. Dynamic Power Sharing Across Multiple Dispensers: Power Sharing: The Charging unit shall support simultaneous power delivery and dynamic power sharing to all integrated plug dispensers. Dynamic power sharing granularity of 50 kW or finer. Concurrent charging is preferred but sequential charging systems will be accepted based on submitted charging performance.

On concurrent controlled and powered dispensers, shared dispensers connected (i.e. dispenser A, dispenser B, dispenser C, dispenser D, etc.), to a single DC power cabinet, the nominal output (voltage, current, power, charging telemetrics and controls) to the simultaneously connected remote dispensers will be split from the DC power cabinet and, as controlled by the DC power cabinet's shared dispenser charging priority system, power one remote dispenser unit (dispenser A) up to the nominal maximum outputs while simultaneously and concurrently providing minimal or remaining DC power cabinet's output to the other shared connected remote dispenser units (dispenser B, C, D) until all vehicles connected to the shared charging dispensers are fully energized. During this concurrent controlled charging process, after vehicle's initial dispenser connection, plug-in or dispenser connection at the beginning of the charging process, no manual re-plugging / disconnection, re-plugging / reconnection, re-parking or wireless connection of charge connector or dispenser will be necessary.

The systems should be capable of being configured to operate dispenser configuration and energizing a minimum quantity of four (4) remote Charging Dispenser pedestals capable of providing average simultaneous charging power of 80-100kW to each dispenser at a time.

3. Integral Raised Base: The charging cabinet shall include an integral raised base for protection of internal components and secure fastening to a sub-structure. The base must be designed for mounting to an elevated steel support frame and shall not require direct-to-concrete pad installation, or an approved alternative that meets equivalent structural and installation requirements.
4. Lifting and Handling: The charging cabinet shall include integrated forklift pockets at the base and/or lifting lugs on the top or sides of the

unit to facilitate safe handling and installation. Units that rely solely on external strapping or wrapping around the cabinet for lifting, positioning, or removal are not acceptable.

5. Integrated Disconnect: The AC input to the charging cabinet shall enter through an internally integrated disconnecting means compliant with NEC 625.43. Systems that require a separate external disconnect will not be considered.
6. Access Control Under Live Conditions: Lock-out / Tag-out functionality shall include, at a minimum, the following safety interlocks:
 - a. AC Supply Entry Cabinet:
 - 1) Must not be accessible under live grid conditions.
 - 2) Access shall only be permitted when the main power supply to the charger is locked out.
 - b. Power Module (AC/DC converter) Cabinets:
 - 1) Must not be accessible under live grid conditions.
 - 2) Access shall only be permitted when there is no live grid input and the main power supply breaker is locked out.
 - c. Chiller Cabinet (If applicable):
 - 1) Must not be accessible while the charger is energized.
 - 2) Access shall only be permitted when the charger is fully de-energized and the auxiliary power switch is locked out.
7. Emergency Stop Function: The charger shall include an emergency stop button that is directly accessible on the exterior of the unit, or an approved alternative. This feature must allow immediate shutdown of the charging process and de-energization of the charging system in the event of an emergency.

K. Security:

1. Tamper Resistance: Lockable access panels and tamper proof external hardware
2. Lockable Plug (optional): The charging plug must include a locking mechanism that secures it to the charger or holster when not in use. This feature helps prevent unauthorized use, vandalism, or accidental disconnection, and may be either manual or electronically controlled.
3. Charging Access Control: Flexible Access Control including RFID card reader or plug and charge (ISO 15118)

PART 3 EXECUTION

3.1 INSPECTION

- A. Vendor shall provide location of utility stub-outs to assure match and/or non-interference with equipment to be installed.
- B. Inspect delivered equipment for damage from shipping and exposure to weather. Compare delivered equipment with packing lists and specifications to assure receipt of all items.

3.2 INSTALLATION

- A. Vendor shall install equipment. Vendor shall coordinate installation of scheduled equipment with the Owner.
- B. Coordinate work with Manufacturer's Representative.
- C. Install all equipment in strict accordance with:
 - 1. Contract plans and specifications
 - 2. Approved shop drawings
 - 3. Manufacturer's installation instructions
- D. Install equipment in accordance with any specified positioning requirements. Equipment shall be set level, plumb, and square to adjacent work unless otherwise noted.
- E. Where field cutting or trimming is required, perform all work in a neat, accurate, and professional manner. Take care to avoid damage to the equipment or adjacent finishes.
- F. Securely anchor DC charging cabinets to the elevated support frame in accordance with the manufacturer's instructions and as directed by the Design Team.
 - 1. Fasteners shall be installed to prevent scratching or damage to adjacent surfaces.
 - 2. Upon completion, all visible surfaces shall be free of tool marks, scratches, blemishes, and stains.
 - 3. Anchorage shall be sufficient to resist seismic forces and prevent movement or damage under normal operating conditions.

3.3 SYSTEM TESTING AND COMMISSIONING

- A. General
 - 1. Vendor will commission and test all installed charging systems using authorized engineers experienced with the system(s)

2. The Port will not accept any system or authorize final payment until commissioning activities are complete and testing has verified that the installed system meets the full performance requirements of the technical specification
 3. Commissioning and testing shall be completed for each unique charging position to confirm performance as specified above of each complete charging system. The complete charging system consists of the charging dispensers and associated charging cabinet, and all associated equipment to fully perform the charging process as specified.
 4. Port will provide battery electric vehicles for commissioning tests, and will arrange for a technical representative of the Vehicle Supplier to be present during testing
 5. The Vendor is expected to coordinate and collaborate with Vehicle Supplier(s) to ensure that installed charging systems can operate with full functionality when charging battery electric vehicles provided by the Vehicle Supplier(s)
 6. Refer to specification detailed commissioning documentation for further details.
- B. Commissioning Protocol
1. The Vendor shall develop a Commissioning Protocol that includes the following:
 - a. Draft documentation and checklists
 - b. Test procedures which specify required equipment, test conditions, and acceptance criteria
 - c. Process for resolving problems and deficiencies
 2. A draft commissioning protocol shall be submitted to Port for review and approval a minimum of 90 days prior to scheduled commissioning of the first charging system
 3. At a minimum the Commissioning Protocol will include procedures and tests to verify:
 - a. Equipment alignment and calibration
 - b. Proper functioning of components and features
 - c. Proper functioning of safeguards and protective functions
 - d. Ability to initiate, complete, and terminate charging for vehicles supplied by the Vehicle Manufacturer
 - 1) Each system shall be tested with at least two (2)

different vehicles supplied by Port

- 2) At a minimum, vehicles will be charged from less than 40% to greater than 95% state of charge during each test
- e. Ability to automatically sequentially charge vehicles parked at two different charging positions without operator intervention to start second charge event. This requirement only applies to charging systems designed for sequential charging
- f. Ability to collect and report real-time and historical charging data via manufacturer's cloud-based reporting system.
4. Vendor shall submit to Port certified test reports for all commissioning tests included in the Commissioning Protocol

3.4 CLEANUP

- A. Touch-up damage to painted finishes with approved charger vendor paint.
- B. Wipe and clean equipment of any oil, grease, and solvents, and make ready for use.
- C. Clean area around equipment installation and remove packing or installation debris from job site.
- D. Notify Design Team for acceptance inspection.

3.5 TRAINING

- A. The Vendor shall provide comprehensive training to designated Port personnel to ensure safe, informed, and effective use of the DC fast charging equipment. Training shall be delivered by a qualified technical representative and shall include both classroom-style instruction and hands-on demonstrations.
- B. Scope of Training: Training shall cover, at a minimum, the following topics:
 1. System Overview
 - a. Charger components and functions
 - b. Power flow and communication architecture
 2. Safe Operation
 - a. Initiating and ending charging sessions
 - b. Emergency stop procedures
 - c. Lock-out / tag-out awareness
 3. User Interface & Software
 - a. Display navigation and status indicators
 - b. RFID and Plug and Charge authentication

- c. Reporting and logging faults
 - 4. Site-Level Responsibilities
 - a. Visual inspections and basic issue identification
 - b. Coordination with third-party maintenance providers
 - 5. Incident Response
 - a. Procedures for charger faults, electrical hazards, or emergencies
 - b. Contact protocols and documentation
- C. Training Delivery:
 - 1. Format: In-person
 - 2. Duration: Length as necessary to cover all scoped topics with designated Port staff.
 - 3. Materials: Vendor shall provide printed and digital training materials, including quick reference guides and safety checklists.
 - 4. Scheduling: Vendor shall coordinate with Port to finalize training dates and identify personnel to be trained.
 - 5. Certification: Upon completion, participants shall receive a certificate of training and a sign-in sheet shall be submitted to Port for recordkeeping.
- D. Direct the technical representative to provide specified hours of training to designated Owner's maintenance personnel in operation and maintenance of the following equipment. Coordinate, with Owner, training schedule and list of personnel to be trained.
- E. Obtain, from technical representative, a list of Owner's personnel trained in equipment operations and maintenance.
- F. Provide a Windows compatible movie file in MP4 format recording on USB stick of the training session. The training movie can be a recording of a live session or a produced training video.
- G. Allow Port to record any training sessions for any of the charging systems covered in the specification.

3.6 MAINTENANCE

- A. Vendor shall provide maintenance services for all supplied charging equipment to include all manufacturer recommended scheduled maintenance, and timely trouble shooting and repair of in service failures.

- B. Maintenance services will be provided for a term of 60 months from date of commissioning.
- C. Vendor shall submit to the Port a Maintenance Services Plan that will include a Scheduled Maintenance (section 3.7) and detailed procedures for submission and resolution of requests to trouble shoot and repair in-service failures in accordance with the requirements of section 3.8.

3.7 SCHEDULED MAINTENANCE

- A. Vendor shall perform all scheduled maintenance tasks recommended by the manufacturer for each piece of supplied equipment, including but not limited to:
 - 1. Inspections, tests, calibrations, adjustments, and cleaning
 - 2. Replacement of filters and other consumable parts
 - 3. Recommended scheduled replacements of internal and external parts and components including control boards, pumps, power modules, relays, fuses, bearings, charging cables and connectors, springs, any cables where applicable.
- B. Vendor shall perform all scheduled maintenance tasks at the interval specified by the equipment manufacturer $\pm$ one (1) week.
 - 1. Vendor shall develop and submit to Port a Scheduled Maintenance Plan that lists all required scheduled maintenance tasks for each piece of supplied equipment over the first 60 months of operation. For each unique task in the plan the following information will be provided, at a minimum: Equipment ID, Equipment Name, Task ID, Task Name, Task Description, Projected Date, Hours to complete.
 - 2. By the last day of each month Vendor shall submit to Port project manager a list of tasks from the Scheduled Maintenance Plan performed in the prior month, and those to be performed in the following two calendar months, noting the day of each service task, the piece of equipment to be serviced, a brief task description, and estimated time (hrs) that equipment will be out-of- service during maintenance.
- C. Vendor shall only perform scheduled maintenance at Port facility between the hours of 9:00 AM to 8:00 PM daily, when charging equipment will not normally be in use.
 - 1. Port Project manager shall establish procedures to credential Vendor employees for working at Port facilities.
 - 2. Prior to beginning any work Vendor employees shall check in with facility supervisory staff, in accordance with established procedures.

3. Vendor staff shall comply with all Port rules, procedures, and safety standards while on Port property.
- D. All labor, travel, overheads, required equipment, disposable supplies, and consumable and replacement parts required to complete scheduled maintenance activities for the first 5 years after charging equipment has been placed into service shall be included in Vendor's bid price and will not be invoiced separately.

3.8 TROUBLE SHOOTING AND REPAIR OF IN-SERVICE FAILURES

- A. Vendor shall maintain remote monitoring and diagnostic capability for supplied equipment.
- B. Vendor shall maintain the ability to receive and timely respond to the Port service requests 24 hours per day, 7 days per week, 365 days per year in accordance with the response time standards specified here.
- C. Vendor shall specify method of Port service requests: telephone, text, or email, and shall provide detailed instructions for submitting service requests. Vendor shall provide time-stamped confirmation that each service request was submitted.
- D. Upon receipt of Port service request Vendor shall attempt remote diagnostics and repair.
- E. Port personnel will provide limited assist to Vendor technicians to effect remote repairs, under their direction, as follows:
 1. Relaying system fault codes
 2. Relaying information based on visual exterior inspection
 3. Cycling on/off, disconnect or power switch(s)
 4. Rebooting computer systems
- F. Port personnel will not complete any tasks requiring the use of tools, or requiring disconnection, repair, or replacement of internal or external parts or components.
- G. If Vendor technicians cannot complete required repairs remotely, Vendor shall dispatch a technician to the Port facility to complete necessary repairs on-site.
- H. Upon arrival at the Port facility, Vendor technician shall be equipped with all required tools, equipment, and replacement parts necessary to complete all expected in-service failures, including specific failures associated with active fault codes.
- I. All Vendor costs to accept service requests and to conduct remote diagnostics and repair shall be included in Vendor's bid price and shall not be invoiced separately. Vendor shall monthly bill the Port only for actual

- labor and materials expended for on- site repairs not covered under warranty.
- J. Repair labor shall include actual technician time on site at the Port facility plus actual round-trip travel time from technician's dispatch location, not to exceed 2 hours per trip.
 - K. Vendor shall adhere to the following service level standards for responding to service requests:
 - 1. Response to Initial request: no more than four (4) hours from submission of Port's service request
 - 2. Completion of remote diagnostics and repairs: no more than 12 hours from submission of initial Port service request
 - 3. Arrival of Vendor technician for on-site repairs (if required): no more than 24 hours from submission of initial Port service request.
 - 4. Completion of on-site repairs (if required): no more than 72 hours from submission of the initial Port service request.
 - L. Response time standards shall apply for both warranty and non-warranty repairs.
 - M. At their own expense Vendor shall maintain an adequate supply of all required replacement parts and components, including long lead time items, close enough to Port facilities to arrive within 24 hours of determination by Vendor's on-site technician that a part or component is required to return a charger or charging system to service. This requirement shall apply for all warranty and non-warranty repairs.
 - N. Failure to comply with response time standards for repair of charging equipment failures shall subject Vendor to liquidated damages in the amount of \$5000 per affected charging position for every 24 hours, or part thereof, that diagnosis and/or repair is delayed beyond when the equipment would have been available for service had the response time standards been met. A charging position is defined as the complete system including all hardware and software utilized to provide charging in a vehicle parking space.
 - O. Liquidated damages shall be assessed for failures to timely respond to initial service requests, for failures to timely complete remote diagnostics, for failures in timely dispatching a service technician, and for failures to timely provide required replacement parts and components, including long lead time items.
 - P. Assessed liquidated damages shall be deducted from monthly payments for on-site repair services.

ATTACHMENT B

ELECTRIC VEHICLE CHARGER MANAGEMENT SYSTEM (CMS)

1. GENERAL

1.1 SUMMARY

The Work specified in this Section consists of furnishing, installing, commissioning, and configuring of the charger management system (CMS) in conformance with these Specifications.

1.2 REFERENCE STANDARDS

The equipment and final design shall comply with the most current editions of all applicable local, state, and federal codes and regulations. Additional compliance shall include, but not necessarily be limited to, the following:

- International Electrotechnical Commission (IEC)
 - IEC 61850 Communication networks and systems for power utility automation
 - IEC 63110 Protocol for the management of electric vehicle charging and discharging infrastructure (emerging standard)
- Institute of Electrical and Electronics Engineers (IEEE)
 - IEEE 1547 Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces
 - IEEE 2030.5 Smart Energy Profile Application Protocol
- International Organization for Standardization (ISO)
 - ISO 15118 Road vehicles — Vehicle to grid communication interface (for Plug and Charge functionality)
 - ISO 27001 Information security, cybersecurity and privacy protection - Information security management systems - Requirements
- OpenADR Alliance
 - OpenADR 2.0b Automated Demand Response standard for utility integration
- National Fire Protection Association (NFPA)
 - NFPA 70 National Electric Code (NEC), most recent edition
- Federal Communications Commission (FCC)
 - All standards as applicable
- Open Charge Point Protocol (OCPP)
 - OCPP 1.6j (or later) Network Communication Protocol by the Open Charge Alliance

1.3 QUALITY ASSURANCE

- A. Software and equipment shall be produced by a Vendor with an established reputation and a minimum of five (5) years of experience in supplying the specified software and equipment or an approved equivalent.
- B. The Vendor shall have a documented history of successful deployments of similar systems in comparable operating environments.
- C. Vendor Support Requirements:

1. **Installation Oversight:** A qualified Vendor's authorized representative shall be present on-site to supervise installation and system startup.
2. **Training:** The Vendor shall provide a qualified technical representative to train PO maintenance personnel in the operation and troubleshoot of software and specified equipment.
3. **Testing Support:** A Vendor -authorized technical representative shall be present during final testing to verify proper system performance and compliance with specifications.

1.4 SUBMITTALS

- A. **Product Data:** Submit Vendor's standard catalog sheets and technical data for all CMS software and hardware components. Include ratings, configurations, wiring diagrams, dimensions and service condition requirements.
- B. **Vendor's Installation Instructions:** Submit documentation outlining application conditions, limitations of use, and installation requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and operation of all CMS hardware.
- C. **Vendor's Field Testing Procedures:** Submit detailed procedures for field testing of the CMS, including pre-functional and functional testing steps, pass/fail criteria, and required test equipment.
- D. **Field Quality Control Test Reports:** Submit completed test reports documenting results of all field testing, including verification of system functionality, charger communication, and smart charging performance.
- E. **Maintenance Contracts:** If applicable, submit proposed maintenance service agreements, including scope of services, response times, and contact information for service providers.
- F. **Warranty Documentation:** Submit a sample of the Vendor's warranty and a copy of the final executed warranty registered in the Owner's name.
- G. **Project Record Documents:** Submit as-built documentation showing actual locations of system components, wiring arrangements, and routing. Where required by local jurisdiction, utility provider, or code officials, the Vendor or supplier shall be responsible for producing and submitting all documentation necessary to obtain applicable approvals. This may include, but is not limited to, engineered signed and stamped plans, system diagrams, anchorage layouts, and documentation demonstrating compliance with seismic, fire, and other locally adopted codes.

1.5 LABELING

- A. All electrical equipment hardware and materials shall be new and shall be listed by Underwriter's Laboratories, Inc. (UL), or other National Recognized Testing Laboratory (NRTL), in categories for which standards have been set by that agency and labeled as such in the manufacturer's plant.

1.6 WARRANTY

- A. The Vendor shall warrant all work specified under this section for a period of five (5) years from the date of Substantial Completion.
- B. The warranty shall cover defects in materials, workmanship, software functionality, and overall system performance, including but not limited to:

1. Substandard or intermittent system operation
 2. Software or hardware failures
 3. Incompatibility or interference with existing Owner systems (e.g., IT infrastructure, vehicle telematics, or scheduling platforms)
- C. The warranty shall include all labor, materials, and software updates necessary to correct any deficiencies. If required to restore compliance with the specification, the CMS shall be fully or partially replaced at no cost to the Owner.
- D. All replacement parts and components shall be readily available within the United States to minimize downtime.
- E. Warranties shall be submitted in accordance with these specifications and shall clearly identify the responsible party, coverage terms, and procedures for warranty service.

2. PRODUCTS

2.1 ELECTRIC VEHICLE CHARGER MANAGEMENT SYSTEM

- A. General Description:
1. The CMS shall be delivered as a cloud-based subscription service with current commercial vendor or local technical support services for the entire lifecycle, that enables centralized monitoring, control, and optimization of EV charging infrastructure. The system shall support both Level 2 and DC fast charging stations and be compatible with hardware from multiple Vendors, provided they support the OCPP version 1.6J or later (e.g. 2.0.1). The CMS shall communicate with all connected chargers using OCPP to enable real-time data exchange and remote control. It shall also provide the necessary data interfaces and integration capabilities to capture charger operational data in real time, supporting smart charging strategies and load management. Secure, browser-based access to system functions and data shall be available from both desktop and mobile devices.
- B. Vendors:
1. The Mobility House
 2. Flipturn
 3. Or approved equal
- C. Functional Requirements:
1. Real-Time Monitoring
 - a. Charger Status Monitoring
 - b. Display the live operational status of each charger and port, including availability, charging, idle, fault, or offline states.
 - c. Charging Session Data
 - d. Monitor active charging sessions in real time, including vehicle ID (if available), energy delivered, session duration, and current power level (kW).
 - e. Power and Load Monitoring
 - f. Track real-time power draw per charger, per group, and across the entire site. Display total site load and compare against configured demand limits.
 - g. Battery and Vehicle Data

- h. Where supported by the vehicle or telematics integration, display battery state of charge (SOC), estimated departure time, and energy required to meet operational targets.
- D. Smart Charging
 - 1. Time- and Load-Based Charging Control
 - 2. Limit charging activity based on time-of-day schedules.
 - 3. Avoid peak time-of-use (TOU) utility rate periods.
 - 4. Maintain total site charging load within configurable static demand limits.
- E. Automated Load Management
 - 1. Support automated load management as defined in NEC 2020 625.42.
 - 2. Dynamically control power at the individual charging port level (not just station level), if supported by hardware.
 - 3. Ensure total load remains within the capacity of shared infrastructure (e.g., transformers, switchboards) using real-time monitoring.
- F. Vehicle-Aware Charging Optimization
 - 1. Prioritize charging based on vehicle state of charge (SOC), dispatch time, and energy requirements.
 - 2. Dynamically schedule and adjust charging power to ensure vehicles meet operational readiness targets, even if a full charge is not required.
- G. Charging Priority Logic
 - 1. Support multiple prioritization strategies, including: first-come, first-served allocation during constrained power conditions, and sequential charging based on vehicle departure time, SOC, and energy demand.
 - 2. Allow manual or automated prioritization of charge sessions via the CMS interface.
- H. Control
 - 1. Operators shall be able to remotely start and stop individual charging sessions at any charge point through the CMS interface.
 - 2. The system shall allow authorized users to remotely reboot or reset charging stations in the event of a fault or communication issue.
 - 3. The interface shall allow authorized users to manually adjust the charging power level (kW) for individual charge points, within the limits supported by the hardware and site infrastructure. This feature shall enable operational flexibility during load balancing, maintenance, or emergency scenarios.
 - 4. The interface shall support manual prioritization of specific charge points or vehicles, enabling operators to override automated logic when operational needs require it.
- I. Maintenance
 - 1. Support over-the-air (OTA) updates for both firmware and software components. Updates shall be automatically deployed or scheduled by administrators, with minimal disruption to operations.
 - 2. Continuously monitor charger health and performance and automatically detect and report faults or anomalies. Diagnostic data shall be accessible remotely and include charger status, error codes, and recommended actions.
 - 3. Support configurable fault alerting, including the ability to send real-time notifications to designated recipients when specific fault conditions occur.
 - 4. Remain operational during internet or network outages. Chargers must continue to function in a safe fallback mode using locally stored configuration and control

logic. Upon reconnection, the system shall automatically synchronize data and resume normal operations.

- J. Site-Specific Configuration:
 - 1. Support site-by-site configuration of smart charging features and other system functions. This includes the ability to tailor charging logic, prioritization rules, load limits, and reporting preferences to the operational needs and infrastructure constraints of each individual deployment location.
- K. Reporting and Analytics:
 - 1. The Owner shall own all data.
 - 2. Provide comprehensive reporting capabilities to support operational oversight, cost tracking, and performance optimization. At a minimum, the system shall support the following:
 - a. Standard Reports
 - b. Energy and Usage: Total energy delivered per session, sessions per day/facility, average session duration.
 - c. Cost and Billing: Charging cost per vehicle and fleet, daily and monthly charging costs, TOU-based cost breakdowns.
 - d. Operational Logs: Automated incident logs, charger uptime, fault history, and maintenance alerts.
 - e. KPI Dashboards: Utilization rates, energy efficiency, and other key performance indicators with actionable insights.
 - 3. Vehicle-Specific Efficiency and Usage Reports
 - a. Energy consumption per vehicle over time
 - b. Cost per mile or per kWh by vehicle
 - c. Charging frequency and average session duration per vehicle
 - d. Comparison of vehicle charging behavior against fleet averages
 - e. Identification of underutilized or inefficient vehicles
 - 4. Custom Report Creation
 - a. Allow authorized users to create custom reports by selecting specific data fields, time ranges, charger groups, or vehicle IDs.
 - b. Custom reports shall be savable for reuse and schedulable for automated delivery.
 - 5. Access and Export
 - a. All reports shall be accessible via the CMS web interface and exportable in standard formats (e.g., CSV, Excel, PDF).
 - b. Support scheduled report delivery to designated users or groups via email or secure download.
 - 6. User Notification:
 - a. Provide configurable user notifications to ensure timely awareness of system events, operational updates, and performance insights. At a minimum, the system shall support the following notification types:
 - System Alerts: Charger faults, communication failures, or power interruptions
 - Charging Events: Session start, session complete, session failure
 - Custom Triggers: User-defined conditions based on charger status, energy usage, or vehicle behavior
 - 7. Delivery Methods

- a. Email
 - b. SMS
 - c. In-app or web-based dashboard alerts
8. User Preferences and Subscriptions
 - a. Users shall be able to manage their own notification preferences, including types of alerts received, frequency (real-time, daily summary, weekly digest), and delivery method(s)
 - b. Administrators shall have the ability to configure default notification settings for user roles or groups.
9. User Interface:
 - a. Provide a user-friendly, browser-accessible interface that is compatible with desktop and mobile devices.
 - b. Include a customizable dashboard that allows users to display critical information such as real-time rate of charge, power levels and load, meter data, vehicle information, and report analysis.
 - c. Include interactive map and depot/site views that provide real-time visualization of charger locations and charging status. These views shall support filtering by charger status and location.
 - d. Provide access to a sandbox or demo environment that mirrors the production system. This environment shall be used for training, testing, and familiarization without impacting live operations. It shall support simulated data and allow users to safely explore system features, workflows, and reporting tools.
10. Platform Compatibility:
 - a. Must support OCPP version 1.6 JSON or newer (e.g., OCPP 2.0.1).
 - b. Capable of establishing and maintaining two-way communication with all compliant charging stations using OCPP.
11. Compatible with AC and DC charging stations from multiple Vendors, provided the stations meet the following minimum requirements:
 - a. Support for OCPP 1.6 JSON or newer.
 - b. Support electric vehicles from multiple OEMs, ensuring interoperability across a mixed fleet environment.
 - c. Must not rely on proprietary protocols or hardware that would limit compatibility with industry-standard EVs or chargers.
12. Third Party Integration:
 - a. Planning and scheduling software
 - b. Grid operator software in order to respond to real time grid conditions through Open ADR or specified method by electric provider.
 - c. Site-level controller that is in charge of distributed energy resources such as solar systems, battery storage, and microgrids via Modbus TCP/IP. This site-level controller may also be a local energy management system
13. Charger Access Control:
 - a. Administrators shall be able to assign access rights to individual users or user groups, enabling or restricting access to specific chargers or charger groups based on operational roles or organizational structure.
 - b. Support multiple methods for identifying and authenticating electric vehicles prior to initiating a charge session, including:
 - RFID card authentication

- AutoCharge (based on vehicle MAC address or similar identifier)
 - Plug and Charge (ISO 15118-compliant)
 - c. Allow administrators to define time-based access windows for users or groups, supporting shift-based operations, scheduled access, and after-hours restrictions.
 - d. All access and authentication events shall be logged, including user logins, vehicle authentications, charger access attempts, and permission changes. Logs shall be accessible to authorized personnel for review and compliance purposes.
- 14. Interface Access Control:
 - a. CMS online platform must require Username and Password to access.
 - b. Support configurable user roles with tiered permissions. Custom roles shall be supported to accommodate unique operational needs. At a minimum, roles should include:
 - Administrator – Full access to all system settings, user management, and reporting tools.
 - Operator – Access to charger monitoring, session control, and operational dashboards.
 - Viewer – Read-only access to system status and reports.
 - c. Support integration with enterprise identity providers using industry-standard protocols such as SAML 2.0 or OpenID Connect (OIDC). This enables Single Sign-On (SSO) for seamless and secure user authentication using existing organizational credentials
 - d. Support optional MFA for enhanced security, either natively or through the integrated identity provider.
 - e. All user access and interface interactions shall be logged, including login attempts, role changes, and configuration updates. Logs shall be exportable for compliance and security review.
- 15. Security:
 - a. The CMS provider must demonstrate robust information security practices by meeting the following compliance standards:
 - SOC 2 Type II Certification: The provider must maintain a current SOC 2 Type II certification, covering at minimum the Security and Availability trust service criteria. The certification must be issued by an independent CPA firm and renewed annually.
 - ISO/IEC 27001 Certification: The provider must be certified under ISO/IEC 27001, the international standard for information security management systems. The certification must be issued by an accredited certification body and remain valid throughout the contract term.
 - b. Documentation of both certifications must be provided as part of the bid submission.
- 16. Data Access and Protection:
 - a. The system shall be delivered as a cloud-based subscription service, providing secure storage and analysis of the Owner's data on the Vendor's

- or service provider's infrastructure. The system shall guarantee 24/7/365 access to all collected data for a minimum of five (5) years, with options to extend.
- b. All operational and user data shall be stored on servers physically located within North America, in compliance with applicable data residency and privacy regulations.
 - c. All backend communications between chargers, the CMS, and user interfaces shall be secured using Transport Layer Security (TLS) encryption (TLS 1.2 or higher). This includes:
 - Real-time data streams from chargers
 - User authentication and session data
 - API integrations with third-party systems
 - d. The Owner shall retain full ownership of all collected data. Upon request or contract termination, the CMS provider shall make all data available in a commonly used, machine-readable format.
 - e. The system provider shall implement automated data backup and redundancy protocols to prevent data loss and ensure high availability.
17. Local Control:
- a. For maximum reliability and operational continuity, the CMS shall include a combined hardware and software solution featuring a local controller installed on-site. This local controller shall ensure that managed charging operations can continue autonomously in the event of a site-wide internet or network outage.
 - b. The local controller shall:
 - Maintain functional safety through predefined fallback behaviors and safe-state mechanisms.
 - Support autonomous operation of smart charging logic, including load management and prioritization, based on locally stored configurations.
 - Be capable of enforcing a predefined charging level for each charger in the event of communication loss, using OCPP-compliant messages such as "TxDefaultProfile" (non-zero value) and "ChargingProfileKind = DoNotAllowOfflineCharging" (zero value), to ensure electrical safety and system resiliency.
 - The local controller shall be housed in a weatherproof enclosure and connected to the CMS backend via a hardwired internet connection or a CMS-provided cellular network. It shall support physical Ethernet connections to on-site charging stations via an industrial-grade fast Ethernet switch.
 - The local controller should be capable of integrating with on-site distributed energy resources, such as solar photovoltaic systems, battery energy storage, or microgrid controllers. This integration may support local energy optimization strategies, including prioritizing renewable energy use or managing backup power availability during outages.

3. EXECUTION

3.1 INSTALLATION

- A. Installation of the CMS hardware shall be performed under the direct supervision of a qualified Foreman or Construction Superintendent with authority to coordinate all CMS hardware and installation activities with the Design Team.
- B. CMS hardware components (e.g., local controllers, network switches, gateway devices) shall be installed in accordance with Vendor instructions and project-specific shop drawings. All equipment shall be securely mounted, properly grounded, and protected from environmental exposure as required by site conditions.
- C. CMS software installation and configuration shall be coordinated with the Owner's IT department. This includes network provisioning, firewall rule updates, and secure access credentials for cloud-based CMS platforms. All software components shall be installed in accordance with Vendor guidelines.
- D. Each EV charger shall be registered with the CMS using its unique OCPP identifier. The Contractor shall verify successful two-way communication between each charger and the CMS platform. Chargers shall be configured with appropriate charging profiles, fallback logic, and site-specific load management parameters.
- E. The Vendor shall ensure that the CMS is fully integrated with all required third-party systems, including vehicle telematics, DER controllers, and utility interfaces. All API endpoints and data exchange protocols shall be tested and validated.
- F. The Vendor shall configure the CMS dashboard, user roles, and notification settings in accordance with Owner requirements. A sandbox environment shall be provided for training and testing purposes prior to go-live.
- G. Upon completion of installation, the Vendor shall perform a full system commissioning process as outlined in "System testing and Commissioning" section below. This includes validation of charger connectivity, smart charging logic, reporting functions, and fallback operation during simulated network outages.

3.2 SYSTEM TESTING AND COMMISSIONING

- A. Scheduling, phasing, documenting, and coordinating testing shall be the responsibility of the Vendor. Requests for items, equipment, information or personnel needed for the testing shall be put into writing and made known to the respective party no less than 30 days prior to any testing. A testing plan and schedule shall be submitted to the Owner and Design Team no less than 30 days prior to any testing.
- B. After final connections and installations are made and prior to authorizing payment, specified equipment shall be tested for compliance with all specified features in the presence of the Design Team using acceptance test procedures provided by the Vendor and testing requirements listed herein.
- C. Testing of specified system shall include on-site inter-operability testing with the following equipment and systems:
 - a. Level 3 Electric Vehicle Chargers
 - b. The Owner selected and procured electric vehicles.
 - c. The Owner selected computer terminals.
 - d. Distributed energy resources (e.g. solar, battery storage) and microgrid controllers

- D. At a minimum, testing shall include the following:
 - a. Demonstration of Vendor's software running on The Owner selected computer terminals and displaying specified information.
 - b. Linking and communication with each L3 EV charger.
 - c. Full 24-hour charging period of a single Owner provided EV at a charger of the Owner's choosing, and a demonstration of the ability of the system to provide a full report on the history of the charge cycle.
 - d. Connection of an Owner provided EV to each charger with a demonstration of the software's ability to read and display the test vehicle information at each connection.
- E. The testing shall demonstrate the entire system operates as intended and to the Owner's satisfaction. All testing shall be recorded in Test Reports and submitted to the Owner and Design Team for review.
- F. Test reports indicating non-performance or failure of any item shall result in immediate notification to the Owner and Design Team. Vendor shall then submit to the Owner a schedule and plan an action to address all deficiencies. Upon agreement from the Owner any necessary repair, adjustment, etc. to bring the system into conformance with the specification shall be conducted by the Vendor. Once complete a re-test of the system shall be conducted.
- G. Continued non-performance or failures of the system or its components and/or features may result in a determination of 'non-compliance' of the entire system by the Owner.
- H. Prior to authorization for final payment, all testing shall be complete with test reports indicating proper operation of the system submitted to the Owner and Design Team for final review.

3.3 TRAINING

- A. The Vendor shall provide comprehensive training to designated Port personnel to ensure safe, informed, and effective use of the CMS. Training shall be delivered by a qualified technical representative and shall include both classroom-style instruction and hands-on demonstrations using the live CMS interface and sandbox environment.
- B. Scope of Training: Training shall cover, at a minimum, the following topics:
 - a. System Overview
 - CMS architecture: cloud platform, local controller, charger integration
 - Communication protocols: OCPP, fallback logic, and network topology
 - Charger registration and site configuration
 - b. User Interface & Software Navigation
 - Dashboard layout and navigation
 - Accessing charger data, alerts, and performance metrics
 - Using the sandbox environment for testing and training
 - c. Monitoring and Control
 - Real-time charger status and session tracking
 - Manual control functions: start/stop, reboot, power adjustment

- Smart charging logic: load management, prioritization, and fallback behavior
 - d. Reporting and Analytics
 - Accessing standard and custom reports
 - Exporting data and scheduling automated reports
 - KPI dashboards and vehicle-specific usage insights
 - e. User Management and Access Control
 - Role-based permissions and user account setup
 - Authentication methods: RFID, AutoCharge, Plug and Charge
 - Managing access windows and audit logs
 - f. System Maintenance and Notifications
 - Fault detection, alert configuration, and diagnostics
 - Over-the-air (OTA) updates and system health monitoring
 - Incident response protocols and escalation procedures
 - g. Third-Party Integration Awareness
 - Overview of integrations with telematics, scheduling, DERs, and utility interfaces
 - Data flow and coordination with external systems
- C. Training Delivery:
 - a. Format: In-person, with access to a sandbox CMS environment for hands-on practice
 - b. Duration: As required to fully cover all scoped topics with designated Port staff
 - c. Materials: Vendor shall provide printed and digital training materials, including quick reference guides, system diagrams, and troubleshooting checklists
 - d. Scheduling: Vendor shall coordinate with Port to finalize training dates and identify personnel to be trained
 - e. Certification: Upon completion, participants shall receive a certificate of training. A sign-in sheet shall be submitted to Port for recordkeeping



Attachment C – Non-Collusion Affidavit

I _____, holding the title and position of _____ at the agency
(Printed Name) (Title)

_____, affirm that I am authorized to sign on behalf of
(Full Business Name)

the company, board of directors, and owners in setting the price on the quote, bid, or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of facts on the submission of the quote, bid, or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

1. The quote, bid, or proposal is genuine and not made on behalf of any other person, company, or client, including any member of the Cleveland-Cuyahoga County Port Authority.
2. The price of the quote, bid, or proposal was determined independent of outside consultation and was not influenced by collusion, conspiracy, connivance or unlawful agreement with other companies, clients or contractors, including any member of the Cleveland-Cuyahoga County Port Authority.
3. No companies, clients, or contractors, including any member of the Cleveland-Cuyahoga County Port Authority have been solicited to propose a fake bid or proposal for comparative purposes.
4. No companies, clients, or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
5. No member of the Cleveland-Cuyahoga County Port Authority, or any person in the employ of the Cleveland-Cuyahoga County Port Authority is directly or indirectly interested in the quote, bid, proposal, or the work to which it relates, or in any portion of the profits thereof.
6. The agency shall have no right to transfer, sublet or assign its bid, proposal, or any resulting contract or any portion thereof, or any underlying work or rights/responsibilities relating thereto to any person, firm, or corporation or to vary the terms of the contract without the written consent of the Cleveland-Cuyahoga County Port Authority.
7. Relative to sealed bids, the price of the quote, bid, or proposal has not been disclosed to any client, company or contractor, including any member of the Cleveland-Cuyahoga County Port Authority, and will not be disclosed until the formal bid/proposal opening date.

(Signature of Corporate Officer)

(Date)



State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by _____
(name of person acknowledged)

(Seal Below)

(Signature of Notarial Officer)

(Title)

(Serial Number (if any))



Attachment D - Delinquent Taxes Affidavit

I, _____, holding the title and position of _____ at the agency

(Printed Name)

(Title)

_____, affirm that pursuant to Ohio Revised Code Section 5719.042, at the time the quote, bid, or proposal was submitted, my company (was) (was not) (Circle One) charged with delinquent Personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such a charge for delinquent personal property tax exists on the General Tax List of Personal Property for Cuyahoga County, Ohio, the amount due and penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Treasurer within thirty (30) days from the date it is submitted. A copy of this statement shall also be incorporated into the contract between the Cleveland-Cuyahoga County Port Authority and my agency. No payment from Cleveland-Cuyahoga County Port Authority shall be made with respect to any contract unless such statement has been incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____
(If none, insert "0")

Penalties \$ _____
(If none, insert "0")

Interest \$ _____
(If none, insert "0")

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by _____
(name of person acknowledged)

(Seal Below)

(Signature of Notarial Officer)

(Title)

(Serial Number (if any))

AGREEMENT

This **Agreement** (“Agreement”), is made and entered into as of [insert full date] (“Effective Date”) as set forth below by and between the **Cleveland-Cuyahoga County Port Authority** (“CCCPA” or “Port Authority” or “Owner”), and [insert name of company], an [insert state] corporation with offices located at [insert address] (“Company”), individually and collectively referred to herein as the “Party” or “Parties” hereby agree and state as follows:

RECITALS

WHEREAS, Company is engaged in the business of providing certain construction services (“Services”); and

WHEREAS, the Owner desires to engage the Company to provide such Services; and

WHEREAS, Company and Owner desire to establish the terms and conditions pursuant to which such Services shall be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 - SCOPE OF WORK

- 1. Services.** The Company shall perform and provide the [Project] (“Services”) specifically set forth in **Exhibit A** and in accordance with the terms of this Agreement. The type of Services provided under this Agreement shall be for the Owner located at the [insert address(es) where Services will be performed] (“Site”). The Company agrees to perform the Services in a quality workman like manner consistent with industry standards for such similar Services.
- 2. Representatives.** The Parties agree that the following person(s) shall be the contact person(s) for each Party in relation to the Services to be performed under this Agreement:

Owner: Matthew J. Wenham, PE
1100 W. 9th Street, Suite 300
Cleveland, Ohio 44113
Matt.Wenham@portofcleveland.com

Company: [insert Company Staff Name]
[address 1]
[city, state zip code]
[insert Company Staff email address]
[insert Company Staff phone]
- 3. Budget.** The Budget shall not exceed **\$[total agreed upon cost]** which includes a 10% contingency to be used at the sole discretion of the Owner. Any proposed increase in the per month rate or charge shall be subject to required appropriations as outlined in Section(s) and written approval by the Owner via appropriate contract modification.
- 4. Schedule.** The approved Schedule shall be as follows: **[SCHEDULE]**.

5. **Materials.** All labor, material, supplies and equipment necessary to perform the assigned duties will be supplied by the Company, at its sole cost and expense.
6. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate upon the earlier of either the completion of all Services items or **[Date]**, whichever comes later, unless such Term is extended or otherwise modified and agreed to in writing by the Parties.
7. **Renewal.** This Agreement will automatically terminate at the expiration of the Term unless the Parties agree otherwise to extend or renew this Agreement through execution of a renewal contract or agreement.
8. **Termination.** In the event this Agreement proves to be unsatisfactory, it may be terminated thirty (30) days after notice by either Party.

ARTICLE 2 – COMPENSATION

1. **Total Compensation.** The Total Compensation for the Company's Services shall not exceed **\$ [total agreed upon cost]**, which includes the sum of all materials, labor, Services and any reimbursable expenses. The Owner shall pay the Total Compensation amount to the Company in exchange for the Company's proper, timely, and complete performance of the Services.
2. **Payment Schedule.**
 - 2.1. The Company shall submit its invoice and request for payment in accordance with this Article.
 - 2.2. The Owner shall pay the Company for its Services within thirty (30) days of receipt of full and complete invoicing ("Net 30").
2. **Invoicing.**
 - 2.1. Company shall submit any invoice for payment by the 10th of the month following the services provide to: accounting@portofcleveland.com and should include the following information in the invoice submission:
 - 2.1.1. Invoice Number
 - 2.1.2. Account Number
 - 2.1.3. Services Name
 - 2.1.4. Contact Information
 - 2.1.5. Federal Tax Identification Number
 - 2.1.6. A table of invoice tracking for subcontractor MBE/FBE firms, as applicable.
3. **Company Accounting Representative.** If Owner has questions pertaining to invoicing or accounting related matters, the Company provides the following contact information: **[insert company person name and email address]**.
4. **Liquidated Damages.**
 - 4.1. Damages to the Port Authority will result from the failure of the Contractor to timely complete the Work which will impact the operations of the facility and our site operator. Liquidated and disincentive damages will be assessed at \$4,000.00 for each Calendar Day of Overrun in Time.

5. **IRS Form.** Before any payment to be made by the Owner, the Company shall submit to Owner an IRS form W-9.

ARTICLE 3 – COMPANY RESPONSIBILITIES

1. **Cooperation.** The Company shall perform the Services without disrupting the work of other contractors or Owner operations.
2. **Timely Performance.** The Company shall not delay the Services due to disputes with other contractors or subcontractors.
3. **Recordkeeping.** The Company shall keep records of all expenses and payments related to the Services in accordance with standard accounting practices. These records shall be available to the Owner at all times and retained for at least 6 years after completing the Services.
4. **Return of Equipment.** If and where applicable, upon termination or non-renewal of this Agreement, the Company shall promptly return all Owner equipment, including keys, key FOBs, and parking passes.

ARTICLE 4 – INSURANCE

1. **Company's General Insurance Requirements.**
 - 1.1. The Company shall obtain and maintain the minimum insurance coverage specified in this Article throughout the Services, or longer as specified herein.
 - 1.2. Before commencing Services, upon policy renewal, and when changing insurance carriers, the Company shall provide the Owner with certificates proving that the required insurances are active.
 - 1.3. Except for government-controlled workers' compensation coverage:
 - 1.3.1. The Company shall place insurance with companies satisfactory to the Owner, holding an A.M. Best Rating of A- or higher, and authorized to conduct business in Ohio.
 - 1.3.2. Policies must include endorsements requiring the Company's insurer to provide the Owner (as certificate holder) with at least 30 days' notice of cancellation or non-renewal, and at least 10 days' notice of cancellation due to non-payment of premiums.
 - 1.3.3. Upon Owner's request, the Company shall promptly provide certified copies of the policies or endorsements, with the ability to redact premium amounts, within thirty (30) days.
 - 1.4. The Owner does not represent that required coverage or limits are adequate to protect the Company.
 - 1.5. Failure of the Owner to request a certificate or identify deficiencies from provided evidence does not waive the Company's obligation to maintain required insurance.

- 1.6. The Owner reserves the right to terminate the Agreement for cause if the Company fails to maintain the required insurance.

2. Company's Minimum Insurance Requirements.

- 2.1. **Workers Compensation.** Throughout the term of this Agreement, the Company must comply with Ohio's Workers' Compensation Laws. This includes paying all required premiums under these laws. The Company agrees to indemnify and hold harmless the Owner from any liabilities arising from or related to these laws. If Company employees may be at risk of injury under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or other laws applicable to maritime employees, coverage must also be provided for such injuries or claims.
- 2.2. **Employers Liability Coverage.** The Company shall maintain employer's liability coverage with (1) an each-accident limit of at least \$1,000,000, (2) a disease each-employee limit of at least \$1,000,000, and (3) a disease policy limit of at least \$1,000,000. If the Company's employees are exposed to injury under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or other applicable maritime laws, regulations, or statutes, coverage for such injuries or claims must be included.
- 2.3. **Commercial General Liability.** The Company shall maintain commercial general liability ("CGL") insurance with the following minimum coverage: (1) an each-occurrence limit at least \$1,000,000, (2) a general-aggregate limit of at least \$3,000,000, and (3) a products and completed-operations aggregate limit of at least \$3,000,000.
 - 2.3.1. **Coverage Requirements.** The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form that provides equivalent coverage. This insurance should cover liability arising from premises, operations, the Company's independent acts, and liability assumed under insured contracts.
 - 2.3.2. **Additional Insureds.** When performing the Services, the Company shall include any the following organization(s) as an additional insured(s) under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or substitute form(s) providing equivalent coverage: Logistec Corporation.
 - 2.3.3. **Separate Aggregate Limits.** The CGL policy must be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage, ensuring that the general aggregate limit applies separately to each of the insured's Services.
 - 2.3.4. **Primary and Non-Contributory Insurance.** The CGL insurance must operate as primary and non-contributory insurance in relation to any other insurance or self-insurance programs that cover the additional insured.
 - 2.3.5. **Coverage for Products/Completed Operations.** The CGL policy must not exclude coverage for bodily injury or property damage arising from the products/completed-operations hazard, for the additional insured.

2.3.6. Duration. The Company must maintain the CGL insurance for at least five years after either the termination of the Agreement or the Substantial Completion of all Work, whichever comes first.

2.4. Business Automobile Liability. The Company shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

2.4.1. The coverage shall extend to any auto: owned (if any), non-owned, leased, rented, hired, or borrowed.

2.4.2. Where applicable in performance of the Services, the Company shall include the following organization(s) whose legal interests are required to be adequately insured as an additional insured(s) under the BA policy: Logistec Corporation

3. Waivers of Subrogation.

3.1. Non-Professional Liability. To the maximum extent allowed by law, the Company waives all claims against the Owner, its agents, and employees for damages covered by any insurance, except for rights to insurance proceeds. Insurance policies must include an endorsement or other provision affecting this waiver of subrogation.

3.2. Professional Liability. To the fullest extent permitted by law, the Company waives all claims against the Owner and its employees for damages covered by any professional liability insurance, except for rights to the insurance proceeds. Insurance policies must include an endorsement or other provision ensuring this waiver of subrogation.

3.3. Property and Other Perils. The Owner and Company mutually waive all claims against each other for damages caused by fire or other perils to the extent of actual recovery of insurance proceeds under any property insurance or other insurance applicable to the Work. Insurance policies must include an endorsement or other provision affecting this waiver of subrogation.

4. Indemnification. The Company agrees to indemnify, defend, and hold harmless the Owner and its agents, employees, officers, and directors and from any claims, damages, or liabilities arising from the Services. This includes but is not limited to all losses, costs, expenses (including reasonable attorney's fees), and liabilities of any kind resulting from the Company's negligent performance or any negligent act or omission.

4.1. Coverage. The Company's indemnification obligation shall not be limited by any insurance policy provided or required in connection with the Services.

4.2. Preservation of Rights. The Company's obligations under this provision do not diminish any other rights or obligations of indemnity that the Indemnitees may have under this contract.

4.3. Survival. The Company's indemnification obligation under this Article will survive termination of the Agreement.

ARTICLE 5 - GENERAL PROVISIONS

1. Effectiveness.

- 1.1. The Company acknowledges that the rights, duties, and obligations outlined in the Contract Documents are contingent upon the Owner certifying the availability of funds free from prior encumbrances.
- 1.2. Subject to Section 1.1. above, upon execution by both the Owner and Company, this Agreement becomes binding and effective.
- 1.3. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and may be used as evidence or for any other purpose without requiring production of the other counterparts.

2. Notice. Any notice to be given under this Agreement shall be in writing and delivered to the address(es) listed below:

If to Owner: Cleveland-Cuyahoga County Port Authority
Attn: President & CEO
1100 W. 9th Street, Suite 300
Cleveland, Ohio 44113

With Copy to: Cleveland-Cuyahoga County Port Authority
Attn: Chief of Engineering & Capital Development
1100 W. 9th Street, Suite 300
Cleveland, Ohio 44113

If to Company: [company name]
[attn: title]
[address 1]
[city, state zip]

3. Independent Contractor Acknowledgment.

- 3.1. If the Company is an individual and where applicable, before payment under this Agreement, the Company must complete, sign, and return the OPERS Independent Contractor/Worker Acknowledgement Form ("PEDACKN form") to the Owner.
- 3.2. If the Company is a corporation, partnership, LLC, or another business entity with fewer than five (5) employees and where applicable, before payment under this Agreement, the Company must provide the PEDACKN form to each employee providing Services to the Owner (including any Owner, shareholder, or partner of the business providing Services) and ensure they complete, sign, and return the PEDACKN form to the Owner.

4. Independent Contractor Status.

- 4.1. Nothing in this Agreement shall be construed to create an agency, employment relationship, partnership, joint venture, or any similar association between the Company and the Owner.
- 4.2. Any instructions from the Owner regarding the work shall pertain to the desired results of the work and shall not affect the independent contractor status of the Company as described herein.

- 4.3. The Company shall ensure its personnel do not represent themselves as employees of the Owner and acknowledge they do not have authority to contract on behalf of the Owner.
5. **Successors, Assigns and Assignment.** The Owner and the Company bind themselves, their successors, assigns, and legal representatives to each other under this Agreement. The Company may not assign or transfer any rights, title, or interest in this Agreement without the Owner's prior written consent.
6. **Integration; Superseding Agreement.** This Agreement supersedes and cancels any written or oral agreements made prior to the Effective Date and shall constitute the only agreement between the Company and Owner with respect to the Services or any portion thereof covered by this Agreement. All statements of work, proposals, exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement. Any term(s) contained herein shall supersede any conflicting term(s) contained in any proposal, statement of work, or other attachments referenced in this Agreement.
7. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the rest of the Agreement shall remain valid and enforceable to the fullest extent allowed by law.
8. **Electronic Signatures; Counterparts.** The Parties agree that electronic signatures, as allowed by O.R.C. 1306.06, are acceptable and legally binding on behalf of either Party. Each Party may deliver a counterpart signature page via electronic signature software, fax, email, or web-based project management software. A Party may rely on an electronic, scanned, or facsimile signature of another Party as if it were an original.
9. **No Third-Party Interest.** Except as expressly provided by this Agreement, (a) no person or entity, other than the Owner and the Company, will have any right or interest under the Agreement, and (b) the Agreement does not create a contractual relationship of any kind between any people or entities other than the Owner and the Company.
10. **No Waiver.** The Owner's or Company's failure to insist on strict performance of any provision of the Agreement or to exercise any rights under the Agreement or provided by law in any instance, shall not be construed as a waiver of that provision or right. The rights and provisions of the Agreement remain in full force and effect, and the right to demand strict performance or exercise such rights in the future is preserved.
11. **Rights and Remedies.** The duties, obligations, rights, and remedies provided in this Agreement are in addition to, and not a limitation of, those otherwise imposed by or available under Laws and Regulations.
12. **Survival of Obligations.** All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Agreement, will survive final payment, completion and acceptance of the Work, and termination or completion of the Agreement.
13. **Mutual Waiver of Consequential Damages.** The Parties waive all claims against each other for consequential damages arising from or related to this Agreement. This includes, but is not limited

to, claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, and management and employee productivity, as well as damages resulting from termination of the Agreement or related to insolvency. Exceptions to this waiver include damages covered by insurance required or provided for the Services, the Company's indemnity obligations for third-party claims against the Indemnified parties, and claims arising from gross negligence or willful misconduct of the Owner or Company. This provision remains effective even after the Agreement is terminated.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Cuyahoga County in the State of Ohio.

15. Representations.

15.1. The Company represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the Company shall immediately repay to the Owner any funds paid under this Agreement.

15.2. The Company represents and agrees that throughout the performance of the Services or longer as may be described below, the Company shall obtain, pay for, and keep in force, the insurance coverage required by terms of this Agreement and by ORC Section 153.70, as applicable.

16. Enumeration of Documents. This Agreement incorporates includes the following documents contemporaneously executed herewith:

16.1. Company's Bid attached as Exhibit [insert LETTER IN CAPS: this should be their SOW/proposal/etc.]

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this **Agreement** as of the Effective Date first set forth above:

**CLEVELAND-CUYAHOGA
COUNTY PORT AUTHORITY**

[INSERT COMPANY NAME]

David Gutheil, Chief Operating Officer
1100 W. 9th Street Suite 300
Cleveland, Ohio 44113

Name: _____

Title: _____

Address: _____

Federal Tax I.D. _____

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3	02/28/2025
4	03/07/2025
5	03/14/2025
6	04/25/2025
7	05/02/2025
8	05/09/2025
9	05/16/2025
10	05/30/2025
11	06/06/2025
12	06/27/2025
13	07/11/2025
14	07/18/2025
15	07/25/2025
16	08/08/2025
17	08/15/2025
18	09/05/2025
19	09/12/2025
20	09/26/2025

BROH0001-001 06/01/2024

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

BROH0003-002 06/01/2024

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0005-003 06/01/2020

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

	Rates	Fringes
BRICKLAYER BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....	\$ 36.64	17.13

SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

BROH0008-001 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

BROH0009-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2024

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

Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0040-003 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate. Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate. ""Hot"" work: \$2.50 above journeyman rate.		

BROH0044-002 06/01/2024		

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

BROH0045-002 06/01/2023		

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 35.39	17.47

BROH0046-002 06/01/2024		

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &
Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &
Richland Townships) COUNTIES & the Islands of Lake Erie north
of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate. Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate. ""Hot"" work: \$2.50 above journeyman rate.		

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0002-024 05/01/2025

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69

CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

CARP0200-002 05/01/2025

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 35.94	23.59

CARP0285-001 05/01/2025		

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

CARP0285-002 05/01/2025		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025		

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025		

	Rates	Fringes
CARPENTER		
DEFIANCE, FULTON, HANCOCK,		
HENRY, PAULDING & WILLIAMS		
COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025		

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

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025		

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025		

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025		

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025		

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day		

CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

CARP1090-004 05/01/2025		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025		

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

Rates	Fringes
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Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

CARP1090-009 05/01/2025

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

ELEC0032-003 06/01/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

ELEC0038-002 04/28/2025

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

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 46.63	24.92

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-008 04/28/2025

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0064-003 11/25/2024

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.80	21.03

ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman DOT/Traffic Signal &		

Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25
LINE CONSTRUCTION:		
Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit Projects.....	\$ 54.96	27%+8.25

ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

ELEC0082-002 12/02/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

* ELEC0082-006 11/25/2024

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85 **	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0129-004 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

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

ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
Day; Independence Day; Labor Day; Thanksgiving Day; &
Christmas Day. Employees who work on a holiday shall be
paid at a rate of double their applicable classified

straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio; Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

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

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

ELEC0540-005 06/30/2025

CARROLL (Northern half, including Fox, Harrison, Rose &

Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.86	29.19

ELEC0573-003 06/01/2025		

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.37

ELEC0575-001 05/29/2023		

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 09/01/2025		

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 38.00	24.162

* ELEC0673-004 05/26/2025		

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

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 41.17	24.58

* ELEC0683-002 06/02/2025		

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

	Rates	Fringes
CABLE SPLICER.....	\$ 44.00	26.40
ELECTRICIAN.....	\$ 43.00	26.37

ELEC0688-003 05/30/2022		

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &
Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,
Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &
Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT
(Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2024		

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

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

ELEC1105-001 05/27/2024		

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,
Milford, Hilliar, Butler, Harrison, Pleasant & College
Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn,
York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &
Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41

ENGI0018-003 05/01/2024		

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insert/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand;

Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2024

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine

on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

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

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

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

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom;

Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

IRON0017-010 05/01/2024		

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 36.83	29.01

IRON0044-001 06/01/2025		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 38.27	23.90

IRON0044-002 06/01/2025		

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.88	23.90
Ornamental; Structural.....	\$ 37.77	23.90

IRON0055-003 07/01/2024		

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy

junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2025		

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

IRON0172-002 06/01/2025		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.87	23.15

IRON0207-004 06/01/2025		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing; Structural.....	\$ 36.26	28.16

IRON0290-002 06/01/2025

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.39	25.35

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88

IRON0769-004 06/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 39.70	29.59

IRON0787-003 06/01/2025

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.10	24.65

LAB00265-008 05/01/2024

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or

Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Guniting Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

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

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

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2025

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

	Rates	Fringes
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PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
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PAINTER

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

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
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PAINTER

HEAVY & HIGHWAY BRIDGES-
GUARDRAILS-LIGHTPOLES-
STRIPING

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

PAIN0093-001 12/01/2024

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

	Rates	Fringes
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PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 36.44	24.46
Power Generating Facilities..	\$ 33.29	24.46

PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
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PAINTER

GROUP 1 - Brush & Roller....	\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 29.90	13.97
GROUP 4 - Steeplejack Work..	\$ 30.10	13.97

GROUP 5 - Coal Tar.....	\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
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PAINTER

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

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
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PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 30.64	18.36
GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure
Washing; Epoxy & Two Component Materials; Lead Abatement;
Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of
25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day;
July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1
Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid
vacation; After 2, but less than 10 years' service - 10
days' paid vacation; After 10, but less than 20 years'
service - 15 days' paid vacation; After 20 years' service -
20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of
mother, father, brother, sister, spouse, child,
mother-in-law, father-in-law, grandparent and inlaw
provided employee attends funeral

PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA
(Allen, Bay, Bono, Catawba Island, Clay Center, Curtice,
Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem
Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
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PAINTER

Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 07/01/2025

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

	Rates	Fringes
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Painters:

GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15
Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

PAIN1020-002 07/01/2025

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54
Wallcoverings.....	\$ 28.34	18.54

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2025

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

	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16

Stacks; Tanks; & Towers.....\$ 34.46	15.16
Structural Steel & Swing	
Stage.....\$ 30.50	15.16

PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....\$ 33.00		23.83

PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....\$ 33.00		23.83

PLAS0132-002 07/01/2025

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

	Rates	Fringes
PLASTERER.....\$ 31.35		17.65

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....\$ 29.63		17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

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

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....\$ 28.21		17.11

PLAS0886-001 07/01/2024

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

	Rates	Fringes
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PLASTERER.....	\$ 33.73	23.25

PLAS0886-003 07/01/2024		
DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA		
	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-004 07/01/2024		
ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT		
	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLUM0042-002 07/01/2025		
ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT		
	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45

PLUM0050-002 06/30/2025		
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD		
	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 51.00	32.56

PLUM0055-003 05/05/2025		
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)		
	Rates	Fringes
PLUMBER.....	\$ 44.86	30.03

PLUM0083-001 07/01/2023		
BELMONT & MONROE (North of Rte. #78)		
	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2025		
CARROLL (Northern Half), STARK, and WAYNE COUNTIES		
	Rates	Fringes

PLUMBER/PIPEFITTER.....	\$ 47.48	27.14
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PLUM0120-002 05/01/2025

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

	Rates	Fringes
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PIPEFITTER.....	\$ 49.17	28.55
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PLUM0162-002 06/01/2024

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

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18
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PLUM0168-002 06/01/2025

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

	Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 40.92	37.20
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PLUM0189-002 06/01/2024

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

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94
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PLUM0219-002 06/01/2025

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
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Plumber and Steamfitter.....	\$ 46.87	28.39
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PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 43.30	27.40
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PLUM0396-001 06/01/2025

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

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 40.55	29.25
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PLUM0495-002 06/01/2025

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 39.32	37.60
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PLUM0577-002 06/01/2025

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

Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56
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PLUM0776-002 07/01/2025

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

Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81
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TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

Rates	Fringes
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TRUCK DRIVER		
GROUP 1.....	\$ 34.26	18.85
GROUP 2.....	\$ 35.26	18.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;

4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.92	19.30
GROUP 2.....	\$ 35.73	19.30

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"