



2442 JACLYN COURT, SOUTH BEND, INDIANA 46614-3700
Telephone (574) 291-7511 FAX (574) 299-1297

December 20, 2025

Board of Public Works
County City Building, Room 1316
227 W. Jefferson Blvd.
South Bend, IN 46601
bpwbids@southbendin.gov

Re: Water Works Utility Service Line Repair Program

To Whom It May Concern:

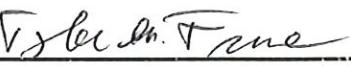
Bob Frame Plumbing Services, Inc. is currently in your Water Works Utility Service Line Repair Program and have been for many years. We have read the 4-page attached letter "Request For Applications" and meet the minimum specifications listed. Enclosed you will find the following:

- Plumbing Corporation License #CO81053737
- Plumbing Contractor Licenses for David P. Frame #PC88700840/Tyler M. Frame #PC11200080
- Copy of Performance Bond for \$25,000
- Certificate of Insurance
- Non-Collusion Affidavit, Non-Debarment Affidavit, Employment Eligibility Verification, and Non-Discrimination Commitment Form.

Bob Frame Plumbing Services, Inc. is interested in continuing the program and accepts the stated conditions/requirements.

Thank you for your time and consideration.

Sincerely,



Tyler M. Frame, President



PLUMBING SERVICES

2442 JACLYN COURT, SOUTH BEND, INDIANA 46614-3700
Telephone (574) 291-7511 FAX (574) 299-1297

December 22, 2025

Board of Public Works
County City Building, Room 1316
227 W. Jefferson Blvd.
South Bend, IN 46601
bpwbids@southbendin.gov

Re: Pre-Qualification Checklist for Water Works Utility Service Line Repair Program & Sewer Insurance Lateral Repair Program

To Whom It May Concern:

Section (b)

- (i) IN Secretary of State online copy of Business Entity Information (attached).
- (ii) Prior business name: Bob Frame Plumbing & Heating, Inc.6,
- (iii) No violations within the preceding five (5) years.
- (iv) We utilize our staff on payroll which consists of members from Local #150 & Local #172. We have 4 operators and 1 apprentice operator, 7 plumbers, 3 plumbing apprentices, 2 maintenance tradesmen and 2 helpers to ensure that we have sufficient employees on staff to complete the work we are bidding on.
- (v) Individuals who will perform work on the public work project on my behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.
- (vi) See attached for evidence of participation in apprenticeship and training programs are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization.
- (vii) Written plan for employee drug testing from Local 172 attached.
- (viii) Statement attached re: utilizing a surety company which is on the Bureau of Fiscal Service "Dept. of Treasury's Listing of approved Sureties".
- (ix) We do not have any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the preceding three years.
- (i) City of Mishawaka – Similar jobs for both South Bend Water Works Utility Service Line Repairs and South Bend Sewer Insurance Lateral Repairs

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler M. Frame".

Tyler M. Frame, President

CITY OF SOUTH BEND, INDIANA
CONTRACTOR'S BID FOR PUBLIC WORK
RESPONSIBLE BIDDER CHECKLIST

Project Name 2024 Water Works Utility Service Line Repair Program
Project No. _____
For Bids Due 1-13-24
Contractor Name: Bob Frame Plumbing Services, Inc.

The City seeks to enhance its ability to identify responsive and responsible bidders on all City public works projects by institution of comprehensive submission requirements in compliance with State law. Quality workmanship, efficient operation, safety, and timely completion of projects requires that all bidders meet certain minimum requirements to be responsive and responsible bidders.

THIS FORM MUST BE SUBMITTED WITH YOUR BID.

****THIS FORM ONLY APPLIES TO BIDS GREATER THAN \$250,000. ****

INSTRUCTIONS:

If you are a pre-qualified bidder, complete Section I only.

If you are not a pre-qualified bidder, complete Section II only.

Section II acts as an application for pre-qualification. Submission of Section II will allow the bidder to be considered for pre-qualification for bids with the City of South Bend Department of Public Works. Pre-qualified bidders will then be exempt from a portion of the submission requirements outlined in Section 6-71 of The Responsible Bidding Ordinance No. 10975-23 (hereinafter, "Responsible Bidding Ordinance") for a period of twelve (12) months.

Thereafter, contractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the City ("Responsible Bidder Checklist (1) Pre-Qualified Bidders") within twelve (12) months of obtaining pre-qualified standing. If the status of any item changes within the twelve (12) months, it is the responsibility of the contractor to notify the City. Failure by any pre-qualified contractor to submit its complete application for continuation of "pre-qualified" standing within the time prescribed above shall result in automatic removal of the designation, effective immediately following the twelve (12) months of pre-qualified standing.

However, the "removed" contractor or subcontractor shall still be permitted to bid on City public works projects, though the contractor must submit all required documents under 6-71 until "pre-qualified" status is re-established.

Please Note: The City reserves the right to request supplemental information from the bidder, additional verification of any information provided by the bidder, and may also conduct random inquiries of the bidder's current and previous customers regardless of pre-qualified standing.

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6-71 of the Responsible Bidding Ordinance no later than the date of the public bid opening.

POST BID SUBMISSIONS:

Post-bid submissions must be submitted in accordance with Section 6-72 of the Responsible Bidding Ordinance. The post-bid submission requirements are as follows:

1. All bidders shall collect, maintain, and provide upon request, a current written list that discloses the name, address, licensing status, and type of work for any subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors.
2. Each subcontractor, whose portion of the project is estimated to be at least two-hundred fifty thousand dollars (\$250,000.00), shall be required to adhere to the requirements of Section I of the Responsible Bidder Ordinance as though it were bidding directly to the City, except that the subcontractor shall submit the required information (including the name, address, and type of work) to the successful bidder prior to the commencement of work.
3. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City may withhold all payment otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City approves such information.
4. The disclosure of a subcontractor list ("Disclosed Subcontractor(s)") to the City by a bidder shall not create any rights in the Disclosed Subcontractor(s). Thus, a bidder may substitute another subcontractor for a Disclosed Subcontractor by giving the City, upon request, written notice of the name, address, licensing status, and type of work of the substitute subcontractor.
5. The successful bidder for projects greater than \$250,000 and all subcontractors performing work greater than \$250,000 on a public works project are required to submit certified payroll utilizing the federal form known as WH-347 or a similar form on a bi-weekly basis, submitted within 10 days after the end of each bi-weekly payroll period. Certified payrolls shall identify the job title and craft for each employee. **Certified payrolls shall be submitted electronically.**

Please Note: Submissions deemed inadequate, incomplete, or untimely by the City may result in the automatic disqualification of the bid.

The City, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible, and provide a Pre-Qualification Verification Letter. The City specifically reserves the right to utilize all information provided in the contractor's submission and any information obtained by the City through its own independent verification of the information provided by the contractor.

I. PRE-QUALIFIED BIDDER CHECKLIST

(a) Acknowledgements:

- (i) By checking this box, I hereby acknowledge that I am a pre-qualified bidder with the City of South Bend and that I have met the pre-qualification requirements within the last twelve (12) months. **A copy of my Pre-Qualification verification letter is attached.**
- (ii) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided by me, and may also conduct random inquiries of my current and prior customers.
- (iii) By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (iv) By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments:

- (i) Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships).
- (ii) Statement on staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work. It outlines how I intend to meet the staffing needs of the work.
- (iii) List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within the last three (3) years.
- (iv) For every project, submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of Apprenticeship Programs for each type of work to be performed on the project.

II. PRE-QUALIFICATION CHECKLIST (FOR BIDDERS THAT ARE NOT PRE-QUALIFIED)

(a) Acknowledgements:

- (i) By checking this box, I hereby acknowledge that I am not a pre-qualified bidder with the City of South Bend.
- (ii) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided, and may also conduct random inquiries of my current and prior customers. The City reserved the right to utilize all information provided in this submission and all information obtained in inquiries or requests to determine if a bidder is responsive and responsible. Additionally, I acknowledge that all information provided to the City shall be regarded as public records.
- (iii) By checking this box, I hereby acknowledge that copies of all Applicable apprenticeship certificates or standards for training programs applicable to the work performed on the project may be requested at any time and shall be furnished upon request.
- (iv) By checking this box, I hereby acknowledge and ensure that I and all sub-contractors, from whom I have accepted a bid and/or intend to hire to perform work on the public work project, are properly licensed. Furthermore, I acknowledge my understanding that it is my responsibility to ensure that all sub-contractors have the necessary licenses to undertake the work called for in this bid. If a sub-contractor loses their license at any point, it is the responsibility of that sub-contractor to notify the City.
- (v) By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (vi) By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments:

- (i) Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships).
- (ii) List identifying all former business names.
- (iii) Any determinations by a court or governmental agency any violations of federal state, or local laws including, but not limited to, violations of contracting or antitrust laws, tax or licensing laws, environmental laws, Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts, within the preceding five (5) years.
- (iv) Statement about staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work I am bidding on OR outlines how I intend to meet the staffing needs of the work.
- (v) Statement that individuals who will perform work on the public work project on my behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.
- (v) For every project, submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with

the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of Apprenticeship Programs for each type of work to be performed on the project.

- (vi) Copy of a written plan for employee drug testing that covers all of my employees who will perform work on the public work project and meets or exceeds the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6.
- (vii) Evidence that I am utilizing a surety company which is on the Bureau of Fiscal Service "Department of Treasury's Listing of Approved Sureties" as required in the bid specifications or contract.
- (viii) Written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the preceding three years.
- (ix) List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within three (3) years prior to the date on which the bid is due.

Date: 12-22-25

Tyler M. Frame
(Sign Here)

Tyler M. Frame
(Print Name Here)

Bob Frame Plumbing Services, Inc.
(Name of Company)

3442 Jaclyn Court
(Address of Company)

South Bend
(City)

IN
(State)

574-291-7511
(Telephone Number)

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
12/20/2025 01:05 PM

Business Details

Business Name: **BOB FRAME PLUMBING SERVICES, INC.** Business ID: **197505-304**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **05/16/1975** Inactive Date:
Principal Office Address: **2442 JACLYN CT, SOUTH BEND, IN, 46614 - 3700, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **05/31/2027**
Years Due:

Governing Person Information

Title	Name	Address
CEO	David P Frame	2442 Jaclyn Court, South Bend, IN, 46614 - 3700, USA
President	Tyler M. Frame	2442 Jaclyn Court, South Bend, IN, 46614, USA
Vice President	Amanda P. Frame	2442 Jaclyn Court, South Bend, IN, 46614, USA

Registered Agent Information

Type: **Individual**
Name: **David Frame**
Address: **20700 ROCKSTROH ROAD, LAKEVILLE, IN, 46536 - 0000, USA**

State of Indiana

DEMOGRAPHIC INFORMATION

Name: Bob Frame Plumbing Services, Inc

ADDRESS INFORMATION

City/State/Zip: South Bend IN 46614-3700
County: Saint Joseph

LICENSE INFORMATION

Lic #:	CO81053737	Profession:	Plumbing Commission	Type:	Plumbing Corporation	Secondary:
Status:	Active	Issued:	1/1/1900	Expiration:	12/31/2027	Renewed:
Method:	Application					12/12/2025

DISCIPLINE INFORMATION

RELATED LICENSES

Lic #:	PC88700840	Name:	FRAME, DAVID P
License Type:	Plumbing Contractor	License Status:	Active
		Relationship:	Manager

State of Indiana

DEMOGRAPHIC INFORMATION

Name: DAVID P FRAME

ADDRESS INFORMATION

City/State/Zip: LAKEVILLE IN 46536
County: Saint Joseph

LICENSE INFORMATION

Lic #:	PC88700840	Profession:	Plumbing Commission	Type:	Plumbing Contractor	Secondary:
Status:	Active	Issued:	5/26/1987	Expiration:	12/31/2027	Renewed:
Method:	Examination					12/12/2025

DISCIPLINE INFORMATION

RELATED LICENSES

Lic #:	CO81053737	Name:	Bob Frame Plumbing Services, Inc	
License Type:	Plumbing Corporation	License Status:	Active	Relationship: Manager
Lic #:	PA21200241	Name:	Claeys-Smith, Adam C	
License Type:	Plumbing Apprentice	License Status:	Expired	Relationship: Employer/Employee
Lic #:	PA20802079	Name:	Frame, Tyler M.	
License Type:	Plumbing Apprentice	License Status:	Expired	Relationship: Employer/Employee
Lic #:	PA20802042	Name:	Palmer, Steve A.	
License Type:	Plumbing Apprentice	License Status:	Expired	Relationship: Employer/Employee

State of Indiana

DEMOGRAPHIC INFORMATION

Name: Tyler M. Frame

ADDRESS INFORMATION

City/State/Zip: South Bend IN 46614

County: Saint Joseph

LICENSE INFORMATION

Lic #:	PC11200080	Profession:	Plumbing Commission	Type:	Plumbing Contractor	Secondary:
Status:	Active	Issued:	11/9/2012	Expiration:	12/31/2027	Renewed:
Method:	Examination					12/17/2025

DISCIPLINE INFORMATION

RELATED LICENSES

No Related Licenses

SOUTH BEND PLUMBERS & PIPEFITTERS
JOINT APPRENTICESHIP & TRAINING COMMITTEE
4172 Ralph Jones Court
South Bend, IN 46628
Telephone: (574)273-0500 Fax: (574)273-1560

February 6, 2024

To Whom It May Concern,

Plumbers & Pipefitters Local 172 Joint Apprenticeship & Training Committee (J.A.T.C.) has been registered and certified with the US Department of Labor, Bureau of Apprenticeship and Training since December 22, 1941. The Office of Apprenticeship Administration number is IN020410001 (please see attached Certificate of Registration). Bob Frame Plumbing Services Inc. became a signatory contractor with Local Union 172 – Plumbers & Pipefitters in 1968 making them also a signatory with our Joint Apprenticeship Training program.

Sincerely,



Jeremy J. Lucas
Apprentice Coordinator



February 6, 2024

Re: Bob Frame Plumbing Services, Inc.

To Whom It May Concern:

This is to advise you that, based upon our current information, we are willing to entertain bonds for this organization for construction contracts, subject to the usual underwriting criteria. Bob Frame Plumbing Services, Inc. is in good standing with Granite Re, Inc.

Please understand that any arrangement for surety credit is a matter between contractor/applicant and ourselves and we assume no liability to you or any third parties if for any reason we do not supply said bond or bonds.

This letter is not an assumption of liability nor is it a bond. It is issued only as a letter of recommendation requested from us by our client.

Granite Re, Inc. is an "A+" rated company by A.M. Best and is a federally approved surety by the United States Department of the Treasury.

Sincerely,

Granite Re, Inc.

A handwritten signature in black ink, appearing to read "Aaron Fischer".

Aaron Fischer, AFSB
Underwriter

**Continuation Certificate
PLUMBING CONTRACTOR**

IN CONSIDERATION of the payment of a premium of \$ 100.00

Federated Mutual Insurance Company hereby continues in force to 07-12-2026
its bond No. 6075769 effective 07/12/2018, in the sum of
TWENTY-FIVE THOUSAND AND NO/100-- Dollars (\$ 25,000.00), on behalf of
BOB FRAME PLUMBING SERVICES INC

represented by (if applicable) _____, Principal, in favor of
CITY OF SOUTH BEND BOARD OF PUBLIC WORKS

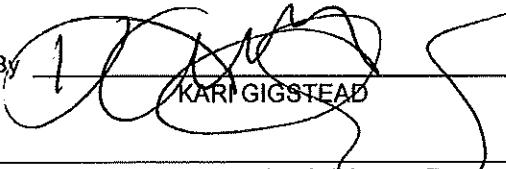
Obligee subject to all its terms, conditions and limitations as set forth and expressed in said bond.

This certificate is executed upon the express condition that the Company's liability under said bond and this and all continuation certificates issued in connection therewith shall not be cumulative, and shall not in any event exceed the amount set forth in said bond, or said amount as it may have been increased or decreased by any rider(s) or endorsement(s) properly issued by the Company.

Dated this 22ND day of MAY, 2025

Federated Mutual Insurance Company

By

 KARI GIGSTEAD

Attorney-in-Fact

*** If Renewal Not Desired, Please Return Original Continuation Certificate with Power of Attorney
Upon Receiving in Order to Return Premium.**



PO Box 328
Owatonna, MN 55060

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KARI GIGSTEAD of the City of OWATONNA State
of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

TWENTY-FIVE THOUSAND DOLLARS (\$25,000) EACH

BOB FRAME PLUMBING SERVICES INC SOUTH BEND, IN

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 21st day of December, 2022

(SEAL)



FEDERATED MUTUAL INSURANCE COMPANY

BY Sean Pick

Executive Vice President

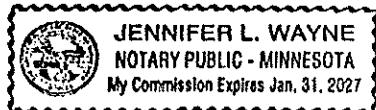
and BY Jonathan R. Hanson

Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 21st day of December, 2022 personally appeared before me, the undersigned notary public, Sean G. Pick and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said Sean G. Pick and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)



COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KARI GIGSTEAD

of

OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 22ND day of MAY, 2025.



(SEAL)

FEDERATED MUTUAL INSURANCE COMPANY

Sean Poirier

Executive Vice President

Continuation Certificate

IN CONSIDERATION of the payment of a premium of \$ 100.00

Federated Mutual Insurance Company hereby continues in force to 12-31-2026
Its bond No. 0942853 effective 12/31/2015, in the sum of
FIVE THOUSAND AND NO/100-- Dollars (\$ 5,000.00), on behalf of
BOB FRAME PLUMBING SERVICES INC

represented by (if applicable) _____, Principal, in favor of
CITY OF SOUTH BEND BOARD OF PUBLIC WORKS

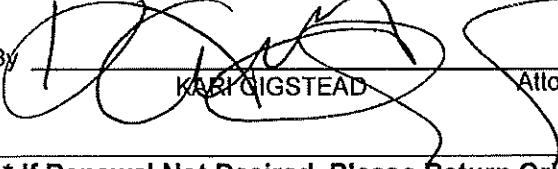
Obligee subject to all its terms, conditions and limitations as set forth and expressed in said bond.

This certificate is executed upon the express condition that the Company's liability under said bond and this and all continuation certificates issued in connection therewith shall not be cumulative, and shall not in any event exceed the amount set forth in said bond, or said amount as it may have been increased or decreased by any rider(s) or endorsement(s) properly issued by the Company.

Dated this 7TH day of OCTOBER, 2025

Federated Mutual Insurance Company

By

KARI GIGSTEAD

Attorney-in-Fact



*** If Renewal Not Desired, Please Return Original Continuation Certificate with Power of Attorney
Upon Receiving in Order to Return Premium.**



PO Box 328
Owatonna, MN 55060

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KARI GIGSTEAD of the City of OWATONNA State
of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

FIVE THOUSAND DOLLARS (\$5,000) EACH

BOB FRAME PLUMBING SERVICES INC SOUTH BEND, IN

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 21st day of December, 2022.

(SEAL)



FEDERATED MUTUAL INSURANCE COMPANY

BY Sean Pick

Executive Vice President

and BY

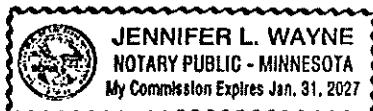
Jonathan R. Hanson

Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 21st day of December, 2022 personally appeared before me, the undersigned notary public, Sean G. Pick and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said Sean G. Pick and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)



Jennifer L. Wayne

COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KARI GIGSTEAD

of

OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 7TH day of OCTOBER, 2025.



(SEAL)

FEDERATED MUTUAL INSURANCE COMPANY

Seean Poir

Executive Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2025

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
INSURED BOB FRAME PLUMBING SERVICES INC 2442 JACLYN CT SOUTH BEND, IN 46614-3700	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	9403507	04/01/2025	04/01/2026	EACH OCCURRENCE
							\$1,000,000
							DAMAGE TO RENTED PREMISES (Es occurrence)
							\$100,000
							MED EXP (Any one person)
							EXCLUDED
A	GENL AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
	OTHER:						PRODUCTS & COMP/OP ACC
A	AUTOMOBILE LIABILITY X ANY AUTO	N	N	9403507	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Es accident)
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						\$1,000,000
	Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per Person)
							BODILY INJURY (Per Accident)
							PROPERTY DAMAGE (Per Accident)
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	9403508	04/01/2025	04/01/2026	EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$2,000,000
	DED <input type="checkbox"/> RETENTION						AGGREGATE
							\$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	N	04/01/2025	04/01/2026	X PER STATUTE
							OTHER
							E.L EACH ACCIDENT
							\$500,000
							E.L DISEASE EA EMPLOYEE
							\$500,000
							E.L DISEASE · POLICY LIMIT
							\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

CITY OF SOUTH BEND
227 W JEFFERSON BLVD
SOUTH BEND, IN 46601-1830

220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.
This endorsement shall not increase the applicable limits of insurance.

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF Indiana)
) SS:
St. Joseph COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 22nd day of Dec., 2025

Bob Frame Plumbing Services, Inc.

Contractor/Bidder (Firm)

Tyler M. Frame

Signature of Contractor/Bidder or Its Agent

Tyler M. Frame, President

Printed Name and Title

Subscribed and sworn to before me this 22nd day of December, 2025

My Commission Expires 3-15-31

Carol A. Yankowski

Notary Public

County of Residence

St. Joseph

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

SOUTH BEND PLUMBERS & PIPEFITTERS LOCAL 172 J.A.T.C.

SOUTH BEND, INDIANA

FOR THE TRADE CLASSIFICATIONS: PLUMBER, PIPEFITTER, HVACR SERVICE TECHNICIAN

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

DECEMBER 22, 1941

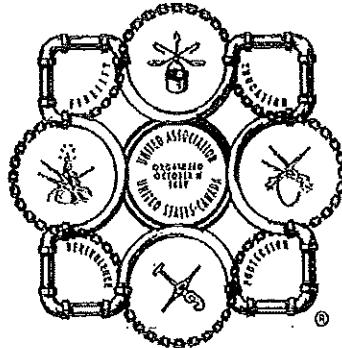
Date Revised: July 20, 2017

IN020410001

Registration No.



Mr. V. Held
Administrator, Office of Apprenticeship



**INDIANA STATE PIPE TRADES
ASSOCIATION/MECHANICAL
CONTRACTORS
ASSOCIATION OF INDIANA**



**STATEWIDE DRUG and
ALCOHOL TESTING
POLICY and PROGRAM**

Effective July 1, 2018, this policy supersedes all prior policies, procedures, and practices related to the use and/or abuse of drugs and/or alcohol.

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A. POLICY STATEMENT

MECHANICAL CONTRACTORS ASSOCIATION OF INDIANA, on behalf of its member contractors (collectively, the "MCAI"), and the **INDIANA STATE PIPE TRADES** and its affiliated United Association Local Union Nos. 136, 157, 166, 172, 440, (collectively, the "Union"), together recognize that the use and abuse of drugs and alcohol can seriously impair a participant's ability to perform safely and efficiently his or her duties. Drug and alcohol use and abuse not only jeopardizes the public's, participant's and co-worker's safety, they undermine the public's confidence in the construction industry.

Because the use of drugs and alcohol in the work place pose a significant threat to the safety of the public and participants, the MCAI and the Union have established this policy as a part of their ongoing efforts to maintain a drug and alcohol-free work place.

All participants are expected to report to work free of alcohol and illegal drugs and not to sell, purchase, distribute, dispense, possess, or use or conspire to sell, purchase, distribute, dispense, possess, or use an illegal drug or alcohol on a job site or during working time. Likewise, all participants are expected not to misuse or abuse any prescription or nonprescription medications. MCAI and the Union look to all participants to support this policy to ensure quality service to the public and to better the overall safety, health, productivity, and welfare of all participants. Participants are asked to discourage co-workers from violating this policy and are expected to cooperate in efforts to enforce this policy and in any investigation of its violation.

It is the intention of this policy to comply with state and federal laws. Where state and federal law differ, however, the policy will comply with federal law. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes. Federal law does not. Consistent with federal law, the policy considers marijuana to be an illegal drug for purposes of this policy.

All participants and applicants for employment to positions covered by the collective bargaining agreements supplemented by this negotiated policy are subject to this policy. All non-bargaining unit Contractor participants that are directly involved in the piping industry at all locations of shops and or offices, within the above mentioned local jurisdictions, either full or part-time are subject to this policy if their Contractor chooses to have them participate. Each individual will be issued an Identification Card. To be eligible to work on a job site, an individual must possess a valid Identification Card, as defined in this policy.

Upon a participant's arrival at a job site or office, the Contractor shall require the participant to present his/her Identification Card. Contractors may verify with DISA/Midwest Toxicology Services (DISA/Midwest Toxicology) or Construction Safesite (www.constructionsafesite.org) the status of an individual, whether or not he/she presents a valid card. If the participant does not possess a valid card, he must take, and pass, an initial test, as described in this policy, prior to commencing work.

B. POLICY ADMINISTRATION

1. Prohibited Substances

A drug is any substance which may impair mental or motor functioning including but not limited to illegal drugs, controlled substances, "designer" drugs, synthetic drugs, and, under certain circumstances described in this policy, prescription or nonprescription drugs and medications. Alcohol includes all beverages, mixtures, substances, medications, inhalants, or preparations which contain alcohol. Drugs and alcohol as defined above are prohibited substances.

Although this policy prohibits the use of any illegal drug, at a minimum testing will be done for the following substances:

Marijuana

Cocaine

Opiates – including: Morphine, Codeine, Heroin, Hydrocodone, Hydromorphone, Oxycodone and Oxymorphone

Amphetamines/Methamphetamines/Ecstasy

Phencyclidine (PCP)

Barbiturates

Benzodiazepine

Methadone

Propoxyphene

Depending upon the circumstances, testing may also be done for alcohol. Participants involved in an accident/incident, or who demonstrate a reasonable cause for testing, shall be required to take an alcohol and drug test.

Tests for alcohol shall be performed using breath, saliva or blood to determine a BAC (blood alcohol content). If possible, a Breathalyzer type instrument conforming to DOT standards should be used. If that is not available, then a blood draw may be used.

2. Testing Procedures

- a. All urine collections for drug testing purposes shall be conducted in accordance with standard procedures that are patterned but are not exactly the same as those found in "49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs." A separate urine collection procedure document has been developed for this program.
- b. All urine and blood testing shall be performed only by a laboratory certified by the U.S. Department of Health and Human Services.
- c. All drug and alcohol testing shall be conducted in accordance with the U.S. Department of Health and Human Services' "49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs."
- d. Any result on a screening test which exceeds the levels set forth below

shall be confirmed by a subsequent test conducted using the Gas Chromatography/Mass Spectrometry assay or other approved method recognized by the U.S. Department of Health and Human Services. No adverse action or discipline shall be taken against any participant or applicant for employment on the basis of the result of a screening test which is not confirmed to be "positive" by such subsequent test.

e. A "positive" drug test result shall mean that a drug(s) was detected at or above cutoff levels on both the screening test and the confirmatory test using the cutoff levels established by "Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs" or standard industry cutoff levels for those drug categories that are not included in Part 40.

The following cutoff levels will be used to determine a positive drug test:

	<u>Screening Levels</u> ng/ml	<u>Confirmation Levels</u> ng/ml
Amphetamines		
Amphetamine	500	250
Methamphetamine	500	250
MDMA, MDA, MDEA (Ecstasy)	500	250
Cocaine Metabolites	150	100
PCP-Phencyclidine	25	25
Opiate Metabolites		
6-Acetylmorphine	10	10
Morphine	300	300
Codeine	300	300
Extend Opiates		
Hydrocodone	300	300 /100*
Hydromorphone	300	300 /100*
Oxycodone	100	100
Oxymorphone	100	100
Marijuana Metabolites	50	15
Barbiturates	300	200
Benzodiazepine	300	300
Methadone	300	300
Propoxyphene	300	300

*Effective April 1, 2019, the Confirmation Levels for Hydrocodone and Hydromorphone will be 100 ng/ml.

A "positive" alcohol test result shall mean alcohol concentration at or above .04%.

f. In the case of a "positive" drug test result, the participant shall be so advised by the Medical Review Officer ("MRO"),¹ on a confidential basis, prior to the reporting of the results to the employer, and the participant shall have the right to discuss and explain the results including the right to advise the MRO of any medication prescribed by the participant's own physician which may have affected the results of the test. Expired prescriptions will not be accepted by the MRO as a valid explanation for a positive lab result. Use of hemp products will not be an acceptable explanation for a positive marijuana test result. Use of CBD oil that complies with Indiana law will not cause a participant's specimen to test positive for marijuana and therefore will not be an acceptable explanation for a positive marijuana test result. The MRO may order additional laboratory tests in the course of verifying a prescription that is known to contain THC, the metabolite of marijuana that is detected on the testing panel. After notification to the participant, the employer and the union shall be notified by 10:00 a.m. the following business day.

The MRO may verify tests as positive without having communicated directly with an individual about the results if the individual expressly declines the opportunity to discuss the test or does not return a call to the MRO service in a timely manner. If the MRO needs assistance with reaching a collective bargaining participant, the MRO must only seek assistance from the participant's union, not the participant's contractor.

g. A participant testing "positive" shall have the right to have the split specimen or the balance of the original sample tested at another SAMSHA accredited lab if the participant makes a written request to retest to the Substance Abuse Policy Coordinator within 72 hours of receipt of notice of a positive drug test from MRO. A retest is based on the presence of the controlled substance. If no presence is detected, the test will be considered negative, and the participant shall be allowed to resume work immediately and be reimbursed for the cost of the test, and lost time, if any. A retest will not be conducted until the participant has paid for the test. The participant must prepay the cost of retest at the time he/she requests the retest with an acceptable form of payment (credit card, cash, or money order.)

h. Alcohol tests, when required, will be conducted by a trained Breath Alcohol Technician (BAT) if possible. Screening tests may be done using an evidential breath-testing device (EBT) or non-evidential screening device approved by the National Highway Traffic Safety Administration. Confirmatory tests will be done using an evidential breath-testing device. If it is not possible to test using the breath, then a saliva test or blood draw may be performed. Standard DOT breath alcohol testing procedures will

¹ An MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

be followed when possible.

- i. Individuals subject to this policy continue to have access to the usual protections provided as a part of their union membership and/or as members of bargaining units covered by collective bargaining agreements. Such individuals may request that a union representative be available or present prior to any action taken by an employer, if any, at any stage of the policy and its administration.

3. **Substance Abuse Policy Coordinator**

DISA/Midwest Toxicology Services, an independent corporation with a history of managing drug testing programs, has been contracted to serve as the Substance Abuse Policy Coordinator (SAPC). It is the intent of the MCAI and the Union to outline the specific duties of the Substance Abuse Policy Coordinator and to govern those activities by serving as advisors to the Substance Abuse Policy Coordinator.

4. **Testing Outside of Program**

In the event that a contractor is required to test a participant but due to unforeseen events, the testing is not completed through the Substance Abuse Policy Coordinator, the contractor is responsible for providing a copy of the test results to the Substance Abuse Policy Coordinator of the program.

C. **VOLUNTARY IDENTIFICATION AND REHABILITATION/TREATMENT**

Any participant who voluntarily identifies himself as having a drug- or alcohol-related problem will not be subject to discipline for volunteering that fact. Rather, the participant must surrender his Card and pursue counseling, rehabilitation, or treatment to eliminate dependence on drugs or alcohol.

Participants who volunteer such information and participate in a counseling/rehabilitation/ treatment program are not relieved of their obligation to comply with this policy and applicable rules concerning alcohol and drugs.

Since the key to any rehabilitative effort is a participant's willingness to admit and seek to remedy the problem, this provision is not available to an participant who requests protection after being asked to submit to a test or after the participant's use of drugs or alcohol becomes a personnel issue based on direct observation or other reliable evidence, such as an arrest or criminal conviction for a drug- or alcohol-related offense.

If the participant is actively participating or has successfully completed the counseling/rehabilitation/ treatment program as verified in writing by the Participant Assistance Program (EAP), the participant will be eligible to work after passing a return-to-work test, as described in this policy. Return from rehabilitation is also conditioned upon the participant's compliance with individual responsibilities, which may include obtaining follow-up counseling and/or treatment as recommended by the EAP.

Any costs associated with the voluntary counseling/rehabilitation/treatment program will be at the participant's expense unless the charge is specifically covered under the EAP or an applicable insurance policy, and the participant is an active participant in the insurance program.

MCAI and the Union encourage all participants troubled by their own or a family member's drug or alcohol abuse to seek professional care and treatment. Early recognition and treatment of alcohol and drug abuse provides the greatest opportunity for successful recovery. MCAI and the Union provide an Employee Assistance Program (EAP) for all participants and their families who need professional guidance in assessing their substance abuse or alcohol-related problem and choosing an appropriate course of treatment. Current participants will be referred to an EAP representative as a result of a positive drug test or upon an individual's own request. In either case, the content of discussion with the EAP will be totally protected and confidential to the extent it is allowed, by law, with the exception that the EAP will be free to speak with the privacy officer of your union regarding dates of contact with EAP and assigned counselor, compliance/noncompliance of recommendations, and appropriateness of recommendation if contested by member. EAP will also be free to communicate to the union's privacy officer the steps needed to be taken by member to be released to take a return to duty urine screen and to remain in compliance. A participant, who seeks the services of the EAP on his/her own, will never have his/her use of the program brought to the attention of MCAI and the Union or any of its subscribing organizations or participants. Individuals who use the EAP as a consequence of a positive drug test will be subject to the conditions established in the drug testing portion of this policy.

The Employee Assistance Program (EAP) is a member resource sponsored by MCAI and the Union. The EAP provides confidential assistance to participants who are experiencing substance abuse or alcohol-related problems in their own lives, or who have family members with a similar problem that requires attention. Because alcohol and drug problems affect all areas of a person's life and because individuals and families often recognize the consequences of alcohol and drug problems without attributing these problems to the alcohol and/or drug use, the EAP is also available to assist with family, marital, parenting, emotional health, mental health, stress and financial issues. Addressing these issues not only uncovers cases of alcohol and drug abuse, but also provides preventive services to help families cope with issues in everyday living that can lead to substance abuse. The staff of the EAP has knowledge of the level and types of benefits available to MCAI and the Union participants. Participants can access the service of the EAP through a hotline that is staffed twenty-four (24) hours a day, seven (7) days a week, throughout the entire year for emergency or crisis situations. Participants calling the EAP hotline are put in touch with a counselor who will conduct a professional assessment and may meet with them to further assess the nature of the problem in order to provide the best and most appropriate level of care. Participants that need to schedule a non-emergency appointment, should contact the EAP between 8:00 am and 4:30 pm (EST), Monday through Friday at 800/745-4838, ext. 2. The EAP is staffed by certified and credentialed human services professionals who are sensitive to the needs of the individual. Individuals who take the initiative to contact the EAP for assistance do so with the

assurance that their calls will be treated respectfully and confidentially. The direct services provided by the EAP are sponsored by MCAI and the Union.

D. TESTING OF PARTICIPANTS

The following are circumstances under which testing will be conducted. Participants may be eligible for a reimbursement check for initial, random, and annual reasons for testing. Reimbursement checks will be void after 60 days from the date of the check.

1. Initial Testing

All persons who are otherwise eligible to obtain an Identification Card will be instructed to report and provide a urine sample at an approved collection site at a specified time, under procedures that will be provided to the individual.

2. Random Testing

In order to maintain a valid Identification Card, all individuals are subject to random testing. The participants will be chosen for a random drug test by one of the following methods:

- a. Participants will be selected anonymously from a computerized selection program. If an individual is selected for testing, he/she will be notified to report to an approved collection site as soon as possible, within 7 days of the date of the random letter. Random selection by this method will test 1/12th of the then-current covered workforce of each participating local union, each month, without prior notice. Only a drug test will be administered for this type of random testing.

If a participant fails to report for the random test within the designated time frame but has an acceptable excuse that is approved by the Substance Abuse Policy Coordinator, their card status will be invalid until they report for the test. If a participant fails to report for the random testing within the designated time frame and does not have an acceptable excuse, a refusal to test violation will be recorded for the participant and they will be referred to the EAP. It is in the participant's best interest to contact EAP immediately after learning of the violation. If there is any delay, there is a greater chance that the participant may be delayed in being able to return to work in a timely manner.

- b. An owner/job site may require participants to be subject to random testing. If feasible and if the testing meets the program's requirements, the test results shall be submitted for entry into this program.

3. Annual Testing

In order to maintain a valid Identification Card, each individual will be tested at least every twelve (12) months.

4. Reasonable Cause Testing

When there is reasonable cause to believe that a participant is under the influence of drugs, testing shall be required. When there is reasonable cause to believe that a participant has used alcohol, testing shall be required. The EAP will make

available supervisory training in the signs and symptoms of alcohol and drug abuse in the workplace as well as in how to intervene with reasonable cause cases. The EAP will be available 24 hours a day to consult with supervisors regarding probable cause cases.

"Reasonable cause" testing may be based upon such things as:

- a. Specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the participant, including observation of drug use, drug possession, or possession of drug paraphernalia, physical signs or symptoms of being under the influence of a drug or alcohol, and signs and symptoms of chronic and/or withdrawal effects of drugs;
- b. A pattern of abnormal or erratic behavior as evidenced by the participant's work time actions, appearance, or conduct;
- c. Arrest for a drug-related offense while at the worksite or in company vehicle;
- d. Newly discovered evidence that the participant has tampered with a prior drug test.

If feasible, the participant's conduct will be witnessed by at least two supervisors. If not feasible, one supervisor's observations are sufficient. Reasonable cause can also be based upon a report received from a third party observer if the report is independently corroborated. A copy of the report will be sent to the employer, participant and the union.

If a participant is suspected of using illegal drugs or alcohol, the appropriate supervisor (one who was involved in the reasonable cause determination) will gather all information, facts, and circumstances leading to and supporting the suspicion. If the supervisor has evidence and/or specific indicators that the participant is using a controlled substance illegally that is not known to be detected under the program's normal testing panel, the employer may request that an expanded testing panel be used to detect the suspected controlled substance. A controlled substance may include any substance listed on Schedule I through V of Section 202 (21 U.S.C. 812) of the Controlled Substance Act (example: synthetic marijuana known as "K2" or "Spice", designer stimulants known as "bath salts"). Permission to test for additional drugs will be granted by the Substance Abuse Coordinator with approval by the Drug Testing Policy Committee. Should the participant test positive for a controlled substance not normally detected on the program's testing panel, the participant's card status will be changed to "not valid" and the participant will be required to complete the rehabilitation steps described in this policy. A participant who is required to submit to a reasonable cause drug screen will be suspended until the results of the test are disclosed to the employer. If the test result is negative, the participant will be paid for the days of work missed.

When the supervisor(s) has reasonable cause to believe that the participant has used drugs or alcohol, a written report detailing the circumstances, which formed

the basis to warrant testing, will be made, and the participant will be directed to submit to testing. A copy will be sent to the employer, participant and the union.

In any reasonable cause situation, the employer will ensure that the participant is transported to an appropriate facility. The participant may request that a Union representative also be present. In the absence or unavailability of a Union representative, the testing process will not be delayed. The employer will ensure the participant is transported back to the work site, where a spouse, family member, or other individual will be contacted to transport the participant to the participant's residence. In the event no such individual is available, the employer will provide transportation to the participant's residence. If the participant refuses to agree to any of these procedures and attempts to operate his or her own vehicle, the employer may take appropriate efforts to discourage the participant from doing so, up to and including contacting local law enforcement officials. Any participant failing to cooperate with any of the procedures described above will be subject to discharge and revocation of the Identification Card.

5. Post-Accident Testing

For purposes of this policy, an accident is an event that occurs while an participant is on working time or conducting a contractor's business, whether on or off a job site, when that event results in (1) death, (2) bodily injury to a person who receives medical treatment away from the scene of the accident, or (3) property damage. This will include serious near miss accidents.

As soon as possible, but no later than two (2) hours after an accident, each participant whose performance either may have contributed to the accident or cannot be completely discounted as a contributing factor to the accident, will be tested for drugs and alcohol. A participant who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization for obtaining samples, hospital reports, and/or other documents that would indicate whether there were drugs or alcohol in his or her system at the time of the accident. A participant who refuses to provide such authorization will be considered to have refused to submit to testing.

If there is a reasonable cause basis for the post-accident test, the participant will be subject to all the reasonable cause provisions.

6. Return To Work And Follow-Up Testing

- a. Any participant returning to work after an absence of any duration for a positive test result and/or counseling/rehabilitation/treatment purposes must satisfactorily pass a drug screen to be eligible to work.
- b. Follow-up tests will be required for a minimum of 12 months after an participant returns to work from a positive test result and/or counseling/rehabilitation/treatment and the time could be longer if recommended by the SAP. The participant will be subject to not less than four (4) unannounced follow-up tests. Four (4) follow up tests is the minimum number required and the SAP may recommend more than four (4). The Substance Abuse Policy Coordinator will schedule any

unannounced tests under this policy. The Substance Abuse Policy Coordinator will give the participant notice of such unannounced tests by phone or mail. The participant must take the test within twenty-four (24) hours after receiving notice; if not the participant will be considered to have failed the test.

The participant may be marked as non-compliant by the SAPC for any of the following reasons:

- i. The participant fails to report timely for a follow-up test due to an acceptable reason.
- ii. The participant is working out of the area and unable to do follow-ups while out of the area.
- iii. The participant is incarcerated.

The length of time to complete follow-up tests may be extended by the SAPC for any of the reasons above.

- c. If a follow-up test is dilute, the participant will be required to re-test. Under these circumstances the initial diluted test will not count as one of the required follow-up tests.
- d. If alcohol tests are required for follow-up testing the SAP will require the participant to sign appropriate releases for the monitoring of the alcohol follow-up test through his/her employer for the duration of follow-up testing.
- e. The program will pay for the return to duty and follow-up testing required after the first violation. The participant will be required to pay for the return to duty and follow-up testing required after the second or subsequent violations. There will be no reimbursement for Return to Work and Follow-Up Testing.

E. PRESCRIPTION / NONPRESCRIPTION DRUGS OR MEDICATIONS

The misuse of any prescription or nonprescription drug or medication is also prohibited.

If an individual is using a prescription drug that may impair his/her mental or motor functions so as to affect his/her ability to perform safely their duties and responsibilities, the individual must report the use of that prescription drug to his/her supervisor prior to reporting to work after its use. Each contractor reserves the right to determine whether an individual can safely perform his/her duties and responsibilities while taking the prescription drug. The contractor will determine the appropriate action to ensure workplace safety.

If an individual is using a non-prescription medication that has a written warning that indicates use may impair mental or motor functions so as to affect his/her ability to perform safely their duties and responsibilities, the individual must report the use of that non-prescription medication to his/her supervisor if the

medication is taken prior to or during work time. The contractor will determine the appropriate action to ensure workplace safety.

F. SANCTIONS / CONSEQUENCES

1. Positive test results:

- a. A participant testing positive for the first time must surrender his/her Identification Card, will be ineligible to work, and will be discharged. The participant will be ineligible for work for a minimum period of thirty (30) days from the date the violation is reported to the union and/or contractor and, upon returning to work, is subject to unannounced Follow-Up testing for a minimum of one (1) year.
- b. A second positive test will result in the participant being discharged and revocation of the Identification Card. The participant will be ineligible for work for a minimum period of ninety (90) days from the date the violation is reported to the union and/or contractor and, upon returning to work, is subject to unannounced Follow-Up testing for a minimum of one (1) year.
- c. A third positive test will result in the participant being discharged and revocation of the Identification Card. The participant will be ineligible to retest or obtain the Identification Card for a minimum period of one (1) year. The participant will be ineligible for work for a minimum period of one (1) year from the date the violation is reported to the union and/or contractor. The participant may apply for reinstatement to the Drug Policy Committee after one (1) year. If the participant is reinstated, he/she is subject to unannounced Follow-Up testing for a minimum of one (1) year. Any subsequent positive tests will be treated the same as a third positive test.
- d. The participant will be directed to contact the EAP for evaluation and recommendations for assistance. The EAP can be reached at 1-800-745-4838, ext. 2. It is in the participant's best interest to contact EAP immediately after learning of the violation. If there is any delay, there is a greater chance that the participant may be delayed in being able to return to work in a timely manner.
- e. Before becoming eligible to work, the participant must complete an evaluation with the EAP, complete and/or continue to follow the treatment prescribed by the EAP, and obtain from the EAP a written report of compliance with the EAP's recommendations for assistance, which will be sent to DISA/Midwest Toxicology and will include a statement as to the participant's completion of EAP recommendations or the participant's required involvement in ongoing EAP recommendations as well as the recommended timing of the Return to Work test.
- f. The participant must also submit to a return to work test, as described in this policy, and is subject to unannounced follow-up testing as recommended by the EAP, and as described in this policy.

- g. The costs of the education/treatment described above are to be borne by the EAP program or the participant. Starting with the third violation the participant is responsible for all costs associated with the EAP program.
 - h. If the participant is currently in a JATC sponsored apprenticeship program, additional sanctions/consequences may apply, up to and including discharge. Please refer to JATC policies for further guidance.
- 2. Participants whose test results show an alcohol concentration of at least 0.04 shall be deemed as testing positive and shall be discharged pursuant to the Sanctions/Consequences (F. Sanctions/Consequences, 1. Positive test results: a through g). Participants whose test results show an alcohol concentration 0.02 or greater but less than 0.04 shall be removed from the worksite for twenty-four (24) hours or until their next scheduled work shift, whichever is longer.
- 3. A diluted specimen result will require a retest. The Substance Abuse Policy Coordinator will report the dilute to the designated contractor and/or union representative in the event that the MRO assistant is unable to reach the participant to go over the following information. A participant providing a diluted specimen shall be given the opportunity to retest the following day after notification. The participant should refrain from consumption of fluids after 9:00 p.m. the night before recollection. The participant should limit fluid intake to a minimum the day of and up to collection time. If the participant cannot attend the retest the following day, the participant must receive approval from the Substance Abuse Policy Coordinator to retest at a later date. A second diluted test without a medical reason carries the same consequences as testing positive. The Substance Abuse Policy Coordinator can at their discretion reject the explanation. If the two parties cannot agree, the Drug Policy Committee may consider the matter further.
- 4. Participants who switch, tamper, or attempt to switch or tamper with any screening test or sample will be discharged and the Identification Card revoked. This would include an event where a collector discovers a prosthetic or other device designed to carry "clean" urine and urine substitutes on the participant in the course of conducting a urine collection for drug testing. The result will be considered a refusal to test, having the same consequences as a positive drug test.
- 5. Participants who refuse to submit to a drug or alcohol test as required by this policy or to execute any relevant documentation such as consent or release of information forms are subject to discharge and revocation of the Identification Card. The result will be considered a refusal to test, having the same consequences as a positive drug test.
- 6. Any participant who is convicted of, or pleads guilty to, a drug or alcohol related offense that occurred in the workplace will be discharged. The result will be treated as a positive drug test, having the same consequences as a positive drug test.
- 7. Any participant who is convicted of, or pleads guilty to, an alcohol or drug related offense that occurred outside the workplace may be discharged if driving is part of the participant's duties and responsibilities. The result will be treated as a positive drug test, having the same consequences as a positive drug test. If the

participant is in his own vehicle and on his own time, it will not be treated as a positive.

G. CONFIDENTIALITY

Test results will be disclosed only to those management participants and union representatives with a "need to know."

Any information related to a participant's drug or alcohol test results will otherwise be disclosed only if:

- (1) The participant gives written permission to release the information;
- (2) The information is released as evidence in an arbitration hearing, administrative proceeding, or legal action;
- (3) The information is released as part of a governmental investigation; or
- (4) Required by law, as follows:
 - i. Lawsuits (e.g. wrongful discharge action)
 - ii. Grievances (e.g. an arbitration concerning disciplinary action taken by the employer)
 - iii. Administrative proceedings (e.g. an unemployment compensation hearing)
 - iv. Criminal or civil actions – to the decision maker in the proceeding (e.g. the court in the lawsuit)

All records and information regarding the personnel actions taken with respect to participants with verified positive test results will be maintained in a confidential file with the employer and/or the local union.

H. DUTY TO COOPERATE

As a condition of employment, participants are expected to abide by the terms of this policy. To enforce this policy, a contractor may, from time to time, as part of an investigation, inspect personal property and all contractor property and equipment. This does not include a participant's personal vehicle.

Participants have an obligation to respond to the Substance Abuse Policy Coordinator or their union hall if either is attempting to reach the participant regarding this program. Failure to respond within a reasonable amount of time could result in an Invalid card status for the participant or a refusal to test to be recorded for the participant depending on the circumstances. A participant's failure to cooperate with action to investigate and enforce this policy will subject the participant to discharge.

I. AMENDMENTS TO POLICY

The governing body of this Policy and Program is the Drug Testing Policy Committee, which is comprised of an equal number of labor and management representatives. This body may institute negotiated changes to the policy outside the scope of any general collective bargaining negotiations. This body will generally follow the DOT guidelines when periodically modifying preliminary cut off and confirmation levels and adding new drugs.

J. DISPUTE RESOLUTION

The following procedures shall be used to resolve all disputes relating to the administration of this Drug Policy:

Any dispute or disagreement concerning the application or interpretation of this Agreement shall be referred to the Drug Testing Policy Committee (The Committee) for resolution. As set forth in Article I, The Committee shall consist of an equal number of labor and management representatives. The Committee has full discretionary authority to interpret and administer all provisions of this Drug Policy.

All disputes or requests for review must be set forth in writing and submitted via mail or email by a representative of the Local Union of the Complainant to The Committee in accordance with the time constraints of the grievance and arbitration provisions of the Complainant's collective bargaining agreement. The Drug Testing Policy Committee can waive the timeframe requirements of this section upon good cause shown by the Complainant.

The Committee shall generally hear and decide all timely requests for review within three (3) business days of receipt of the request, unless extended by The Committee for cause. If an extension is necessary, The Committee will notify the parties in writing of the extension.

All decisions of The Committee shall be accomplished only by a majority vote at a meeting at which a quorum is present. A quorum of The Committee shall consist of two (2) labor members and two (2) management members. The labor and management representatives shall have an equal number of votes, regardless of the number of committee members actually present at a meeting. In person hearings are not required. Decisions can be made upon review by The Committee of the evidence submitted and meetings may be conducted over the phone or via computer.

Once a decision has been reached by The Committee, the parties will be notified of the decision as soon as possible, but generally not later than three (3) business days after the decision has been reached. In the event of a deadlock of any issue, the dispute shall be referred as a grievance under the procedures set forth in the complainant's collective bargaining agreement. The Committee shall endeavor to answer any questions related to Drug Policy disputes for which no deadlock exists.

Notwithstanding the provisions of this Article I, all individuals subject to this policy shall continue to have access to the usual protections provided as part of their union membership and/or as members of the bargaining units covered by a collective bargaining agreement, including the usual grievance and arbitration provisions of the individual's collective bargaining agreement. Any timeframes set forth in a local grievance procedure may be tolled and/or a grievance stayed while a dispute is pending before The Committee.

K. DEFINITIONS

TO ENSURE COMMON UNDERSTANDING OF TERMS, THE FOLLOWING DEFINITIONS SHOULD BE CONSISTENTLY USED:

Accredited Laboratory (SAMHSA): A federally certified laboratory approved by the Department of Health and Human Services (DHHS) for testing of prohibited items and substances.

Accident/Incident: An accident is an event that occurs while a participant is on working time or conducting a contractor's business, whether on or off a job site, when that event results in (1) death, (2) bodily injury to a person who receives medical treatment away from the scene of the accident, or (3) property damage. This will include any serious near miss accidents.

Adulterated specimen: Tampering with a test sample by the substitution or addition of other ingredients to mask the presence or use of illegal drugs, resulting in a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration (or content): the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test (BrAC).

Alcohol screening device (ASD): A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Alcohol screening test: An analytic procedure to determine whether a participant may have a prohibited concentration of alcohol in a breath or saliva specimen.

Alcohol use: The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

Annual Testing: Each participant's obligation to be tested at least every 12 months.

Breath Alcohol Technician (BAT) is an individual who is certified as trained to operate an Evidential Breath Testing device (EBT) and who is proficient in breath-testing procedures.

Collection site: A designated place where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of controlled substances, or for purposes of providing a saliva or breath sample to be analyzed for alcohol concentration.

Confirmation Test: A second test performed by a SAMHSA – certified laboratory, on the same sample used for the screen test, which uses the more complex methodology of GC/MS (Gas Chromatography/Mass Spectrometry) or other approved method, that is more precise for the purposes of confirming or refuting screen test results.

Contractor: An employer employing anyone working under an associated collective bargaining agreement.

Controlled substances: Includes all illegal drugs as listed in this policy and per the Department of Transportation (DOT) limits (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not

prescribed, overuse of prescription drugs prescribed for the user, drug paraphernalia, and alcoholic beverages in the personal possession of or being used by an participant on the premises, or while assigned to work off premises.

DHHS-approved laboratory: A laboratory that is certified under the U.S. Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing programs.

Diluted specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Drug test: A test conducted for controlled substances.

Follow-Up Testing: For a minimum of twelve (12) months after a participant returns to work from a positive test result and/or counseling/rehabilitation/treatment, the participant will be subject to not less than four (4) unannounced follow-up tests. The Substance Abuse Policy Coordinator will schedule any unannounced tests under this policy. The Substance Abuse Policy Coordinator will send the participant notice of such unannounced tests by mail. The participant must take the test within twenty-four (24) hours after receiving notice; if not the participant will be considered to have failed the test.

Initial test: (for drugs) An immunoassay screen to eliminate "negative" urine specimens from further consideration.

Medical Review Officer: A licensed physician responsible for receiving laboratory results generated by a substance abuse testing program, who has knowledge of substance abuse disorders, and who has received appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with the individual's medical history and any other relevant biomedical information.

Negative Test: A negative test is obtained if: (1) the screen test indicated the absence of legal or illegal substance in excess of the screen limit; or, (2) the screen test indicates the presence of legal or illegal substances in excess of the screen limit but the confirming test indicates the absence of legal or illegal substance in excess of the confirmation limits; or, (3) the screen test and confirmation test indicated the presence of a legal or illegal substance(s) in excess of the limits but the donor had a valid medical reason for the substance being detected in the specimen.

Non-Bargaining Unit Personnel: Includes all Union office employees either full or part-time including, but not limited to Business Managers, Assistant Business Managers, Business Agents, Field Representatives, Fulltime Financial Secretaries, etc. secretaries, clerks, receptionists, etc., and all office or shop employees of the Signatory Employer directly involved in the piping industry at all locations of shops and or offices, within the local jurisdictions noted earlier, either full or part-time, including but not limited to: office managers, clerks, salespersons, staff, shop hands, including truck drivers, superintendents, and others, whether or not such employee visits job sites. If participation is required by the employer, the employee shall be bound by all terms and conditions of this Alcohol and Drug Policy including all rehabilitation and discipline articles and sections.

Participant: Anyone working under an associated collective bargaining agreement. All Non-Bargaining Unit Personnel.

Positive Test (alcohol): A positive alcohol test is obtained when a participant's confirmatory test result reads 0.04% BAC or higher.

Positive Test (drug): A positive drug test is obtained when a participant's confirmatory test or retest result is at or above cutoff levels listed in this policy, as verified by the MRO to be a positive test.

Probable Cause/Reasonable Cause: Probable Cause/Reasonable Cause testing may be based upon such things as: (a.) Specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the participant, including observation of drug use, drug possession, or possession of drug paraphernalia, physical signs or symptoms of being under the influence of a drug or alcohol, and signs and symptoms of chronic and/or withdrawal effects of drugs; (b.) A pattern of abnormal or erratic behavior as evidenced by the participant's work time actions, appearance, or conduct; (c.) Arrest for drug-related offense while at the worksite or in company vehicle; (d.) Newly discovered evidence that the participant has tampered with a prior drug test.

Random Testing: An unannounced, unscheduled drug and/or alcohol test, pursuant to an objective method for random selection of participants to be tested. The selection must be truly random without discrimination or arbitrary selection.

Refusal to Test: It is considered a refusal to test if the participant adulterated and/or substituted or refused to provide a urine specimen, or if the participant failed to appear for testing within a reasonable time, or to remain at the testing site until testing process is complete, or if the participant failed to provide a sufficient amount of urine without a medical reason, and/or failed to undergo an MRO directed medical evaluation for such a reason. Failure to cooperate with any part of the testing process, including the use of abusive language or behaving in a threatening manner, or behaving in a confrontational way that disrupts the testing procedure, or refusing to permit a direct observation collection when required by the policy, shall also be considered a refusal to test. It will also be considered a refusal if a participant is wearing a prosthetic device or possesses any other device, container, etc. that could be used to interfere with the collection process or if the participant admits to the collector or MRO that they adulterated or substituted their specimen. A refusal to test will be treated as a positive test.

Return to Work Test: Any participant returning to work after an absence of any duration for a positive test result and/or counseling/rehabilitation/treatment purposes must satisfactorily pass a drug screen to be eligible to work.

Substance Abuse Professional (SAP): A licensed physician (Medical Doctor or Doctor of Osteopathy); a licensed or certified psychologist, a licensed or certified social worker, a licensed or certified employee assistance professional, state licensed or certified marriage and family therapist, or alcohol and drug abuse counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse (ICRC) or by the National Board of Certified Counselors (NBCC), with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Attachment I

Letter of Notice for Random Testing

Date: (Example: April 8, 2016)

Re: Testing Procedure for MCAI/Indiana State Pipe Trades (ISPTA) Identification Card

Dear _____:

Your name has been randomly picked by MCAI/ISPTA computer generated selection program to take a drug test as soon as possible in order to update your MCAI/ISPTA identification card. Our computer program selects the names of one-twelfth (1/12) of all participant cardholders for update each month. We want to re-emphasize that your selection for a test is purely a random one. You will be taking the same test, which you initially took when you received your MCAI/ISPTA card.

In order to avoid any potential interruption in the status of your card, you must be tested by (Example date: April 15, 2016). Tests are to be taken on your own time at any one of the facilities identified on the attached list. You will be mailed a \$35.00 MCAI/ISPTA expense reimbursement check if your test is negative/valid. Reimbursement checks will be void after 60 days from the date of the check.

All MCAI/ISPTA participants who are working may have their MCAI/ISPTA card verified with the database administrator in order to determine if their card is "valid" or "not valid" under MCAI/ISPTA Program. This procedure will protect everyone's confidentiality.

Please remember that if you fail to take the test by the date listed above, the result may be treated as a positive test.

**Please be aware of the closing time of the collection facility you choose to report to for your random test. If you start the testing process, you will be expected to finish the process (by providing a sufficient urine specimen) within 2 hours OR by the time the facility closes, which ever is sooner. If you fail to finish the process, it will be considered a refusal to test which has the same consequences as a positive test result. Collection site hours are subject to change without notice – please call site to verify BEFORE going.

Sincerely,
Substance Abuse Policy Coordinator
DISA/Midwest Toxicology Services, LLC

PS: Remember it is your responsibility to keep the MCAI/Indiana State Pipe Trades and the Substance Abuse Policy Coordinator (800/358-8450, ext. 5014) informed of any change in your address or telephone number.

PPS: Also remember the MCAI/Indiana State Pipe Trades offers a fully independent, professional Participant Assistance Program (EAP) for you and your family. The EAP's 24 hours, 7 day a week hotline number for the local area is 317/962-8001 or toll-free 800/745-4838, ext. 2.

ATTACHMENT II

MCAI/INDIANA STATE PIPE TRADES APPLICANT/CARDHOLDER DRUG TEST INFORMATION AND INSTRUCTION SHEET

MCAI/Indiana State Pipe Trades is exercising extreme care to insure that strict quality control measures are followed in the collection, handling, and analysis of your urine specimen. You play an important role in this process and should be certain that you have provided an unadulterated urine specimen to the laboratory. Remember, you are certifying that the urine specimen, which you provide is yours and is unadulterated. Any adulteration or switching of urine is a breach of MCAI/Indiana State Pipe Trades rules and, if you are employed, may subject you to discipline up to and including termination by your employer.

For your own protection and peace of mind, we ask that you:

- provide a picture identification to the collection site/technician at time of arrival;
- be escorted to a collection room and asked to provide an unadulterated urine specimen in the collection container provided. The container should be filled to 45ml;
- return the specimen container to the collector and witness the collector pour your specimen into specimen bottles;
- initial and date the integrity seals placed on your specimen bottles;
- verify the proper spelling of your name as recorded on the chain of custody;
- verify that your social security number (or other identification number) has been properly recorded;
- verify that the identification number placed on your specimen bottle is the same as that recorded on the chain-of-custody form.

If you provide an unacceptable specimen (ex. temperature of specimen that falls outside of the acceptable range (90-100 degrees Fahrenheit)), the collector will inform you that they cannot accept the specimen and the specimen will be discarded. You will be required to provide another specimen under direct observation by the same gender. The observer will direct you to raise and lower clothing in order to conduct the direct observed collection properly in accordance with DOT guidelines. If there is not a same gender person to perform the observation, then the collection will occur unobserved. You must remain at the collection site until a valid specimen is provided or else a refusal to test may result.

If you are unable to provide a specimen on your initial attempt, you will be allowed up to two (2) hours to provide a specimen. You may drink up to 40 ounces of fluids. You will not be allowed to leave the collection site until you provide a valid specimen. If you leave the collection site without providing a valid specimen, it could be deemed a refusal to test which has the same consequences as a positive test result.

For alcohol testing:

- If an initial (screening) breath alcohol test result has an alcohol concentration (BAC) of less than 0.02, no further testing is authorized. Any initial test indicating a BAC of .02 or greater will be confirmed on an EBT operated by a BAT. The confirmation test will be performed no sooner than fifteen (15) minutes and no later than thirty (30) minutes following the completion of the initial test
- In the event the confirmation test indicates a BAC of .020 to .039, you shall be removed from the worksite for twenty-four (24) hours or until your next scheduled work shift, whichever is longer. Any confirmation test with a result of a BAC of .04 or greater is considered to be positive and will require the immediate removal from the worksite. The consequences for a positive alcohol test are outlined in the Sanctions/Consequences section of this policy. All alcohol tests shall be performed only while you are considered on duty.

ATTACHMENT III

Mechanical Contractors Assoc. of Indiana/Indiana State Pipe Trades (MCAI/ISPT) PARTICIPANT CONSENT FORM AND TESTING AUTHORIZATION FORM

Participant instructions: This form must be presented at the time of your drug and/or alcohol test. All blank spaces below must be filled out and witnessed by the collector.

I, the undersigned, _____, do hereby authorize the testing of my urine for employment reasons and understand and agree that the results of any such testing will be released to DISA/Midwest Toxicology Services, LLC and, further that the testing procedures will be limited to tests for prohibited and illegal drugs and controlled substances.

I understand that the results of these tests may be used for employment and disciplinary reasons and hereby authorize the release of such information from the laboratory and MRO.

I further certify that the urine specimen collected from me is mine and not adulterated or altered in any manner. I have been advised that matters affecting me relative to the interpretation or application of the Drug Policy are subject exclusively to the grievance and arbitration procedure under my collective bargaining agreement (if applicable).

Reason for test: _____ Deadline to test: _____

Your Signature: _____

Social Security Number: _____ Telephone Number: _____

Mailing address: _____

City, State & Zip Code: _____

Witness: _____

Date: _____ Time: _____

Please check only one box. Check local jurisdiction that you are currently working in.

Union Local: 136 157 166 172 440
 contractor participant (not covered by collective bargaining agreement)

Current employer: _____
 Not currently working

Instructions to Collector:

FAX and then mail this form along with the MRO copy of the chain of custody to the MRO at 317/262-2222, 603 E. Washington St., Suite 200, Indianapolis, IN 46204. If you have any questions, please contact DISA/Midwest Toxicology Services at 800/358-8450 or 317/262-2200. After 5 pm, contact 317/941-1222 or 317/847-2309.

Attachment IV

CARD STATUS CONFIRMATION PROCEDURE

STATUS CONFIRMATION

Participating contractors will verify the status of all MCAI/Indiana State Pipe Trades participants, who are working, in order to determine if the participant has a valid card under the MCAI/Indiana State Pipe Trades program. All participating contractors are encouraged to verify the status of all MCAI/Indiana State Pipe Trades participants on a weekly basis.

When a participant's status is "Not Valid", he/she will be advised to contact the Substance Abuse Policy Coordinator's office to resolve the Not Valid status. The individual may be required to repeat the initial test procedure for non-compliance with the random test requirements or follow the protocol for a positive test within the MCAI/Indiana State Pipe Trades Policy.

This procedure will protect the participant's confidentiality and allow the employer to audit the status of his participants which may be required by the owner to be submitted monthly.

Card status can be verified through the Construction Safesite system, www.constructionsafesite.org.

CARD MANAGER

Each MCAI/Indiana State Pipe Trades participating employer will designate a person as card manager who will be able to access data information by phone, fax, email or a secure website which will confirm the status of participant's card for:

1. Not On File
2. Not Valid
3. Valid

The card manager shall maintain the strictest confidentiality of the MCAI/Indiana State Pipe Trades membership. When a member is not in possession of his/her MCAI/Indiana State Pipe Trades identification card, the Card Manager may request to use the member's Social Security Number to secure the participant's status. The Card Manager shall receive permission from the individual through written consent, which is kept on file and good for that date only to use the Social Security Number and shall obtain a photo I.D. confirming the identity of the individual to the Social Security Number and make a copy of same to be maintained with said record.

REFERRAL

A MCAI/Indiana State Pipe Trades participant must have a "Valid" status before being referred to work by his/her union.

Flat Rate for Stop Box Repairs:

Applicants will unearth a single excavation up to five cubic feet in grass for a flat rate of \$556. For stop box repairs that require the removal of a hard surface, such as asphalt or concrete, the flat rate is increased to \$667. This flat rate will include all equipment, material and labor necessary to replace the stop box and rod. This flat rate will be used for all emergency repairs made during normal business hours. A curb valve found to be inoperable and/or leaking must be replaced, and the repair is billed as a basic service leak at the rates described herein.

Flat Rate for Basic Service Leak Repairs:

Applicants will unearth a single excavation up to five cubic feet in grass for a flat rate of \$1,724. For basic leak repairs that require the removal of a hard surface, such as asphalt or concrete, the flat rate is increased to \$1,835. This flat rate will include all equipment, material and labor necessary to replace the curb valve, stop box and rod or repair a single leak on a three feet or less section of the service line. This flat rate will be used for all emergency repairs made during normal business hours. Repairs that require exceeding these specifications to complete must be reported to Water Works Utility management staff to determine if a leak repair is not considered basic repair due to special circumstances. Any special circumstance requires City approval, and the repair is billed for equipment, material and labor at the rates described herein.

Special Circumstance Plumber Rates for Equipment, Material and Labor:

Equipment Rates per Job:

Pneumatic Ground Piercing Mole \$167
Trench Shoring/Shield Box \$144
Arrow Board \$139
Air Compressor \$123
Hammer/Rotary Drill \$106
Partner Saw \$100
Barricades \$95
Freeze Kit \$89
Plate Compactor \$83
Trash Water Pump \$56
Work Truck \$44

Equipment Rates per Hour:

Vactor \$334
Backhoe \$134
Dump Truck/Trailer \$77

Material Rates per Job:

#53 Recycled Concrete Backfill \$100
Black Dirt & Seed \$100

Labor Rates per Hour:

Plumber \$100
Laborer \$77

Special Circumstances include, but are not limited to:

- Any leak repair that requires subcontracting for heavy traffic control.
- Any leak repair that requires more than a single excavation.
- Any leak repair that requires excavating greater than a five feet square area.
- Any leak repair that requires excavating greater than five feet of depth and must have trench shoring or a shield box installed for OSHA compliance.
- Any leak repair that requires a portion of the street to be removed.
- Any leak repair that requires extensive landscape removal.
- Any leak repair involving the foundation of the structure.
- Any service line repair that requires more than a single leak to be repaired.
- Any leak repair that requires replacing any length of the service line greater than three feet.
- Emergency leak repair designated by the Water Works Utility to be completed before/after normal business hours, weekends and holidays.

2026 Water Works Utility Service Line Program

Applications must meet the minimum specifications as provided herein. There is no scoring matrix as all qualified vendors whose applications meet the minimum specifications and who meet and accept the following required conditions will be accepted into the program:

- Plumber Contractor License in Indiana; and
- Worker's Compensation Insurance; and
- Performance bond in the amount of \$25,000 or cash bond in the amount of \$25,000; and
- Proof of Commercial General Liability Insurance per Person in the amount of \$50,000; and
- Proof of Commercial General Liability Insurance per Occurrence in the amount of \$1,000,000
- Three (3) year warranty on all work performed through this program.
- Must follow City of South Bend Department of Public Works Design & Construction Standards.
- Availability for on-call emergency response scheduled on a weekly rotation which includes before/after normal business hours, weekends and holidays. Emergency repairs require completion within 24 hours. Regular repairs require completion within five working days.
- Ability to work in year-round adverse weather conditions.
- Must follow IUPPS 811 compliance prior to and throughout all excavation work performed.
- Customer contact prior to repairs with account information provided by the Water Works Utility.
- Responsible for the planning, set-up and removal or subcontracting of all necessary traffic control according to INDOT requirements found in the Indiana Manual on Uniform Traffic Control Devices and the ability to work safely on heavily trafficked streets.
- Ability to pinpoint water leaks and trace water service lines.
- Must be fully equipped to work safely in underground excavations five feet deep or greater in compliance with OSHA trenching and excavation safety requirements. Company safety manual must be followed and a minimum requirement of two qualified persons for all excavations.
- Ability to temporarily freeze water service lines to replace inoperable and/or leaking curb valves.
- Must have experience working on water lines in the City of South Bend including new service line installation using open trench excavation and trenchless ground piercing methods. New service line installation will be paid per foot for one-inch service line and only Type K copper tubing pipe is allowed. The water line shall have a minimum earth cover of five feet and a maximum of six feet.
- Responsible for the preparation and pouring or subcontracting of all sidewalks, driveway and street cuts, according to City specifications. Four inches of depth for sidewalks, six inches of depth for driveway and driveway approaches. Street cuts must match existing depth, but not be less than eight inches minimum.
- Responsible for repairing all grass/sod property damage caused by excavation work by spreading topsoil and grass seed within two calendar weeks of leak repair. A list of all repairs completed in grass during the winter season must be kept for returning to complete the topsoil and grass seed work at the start of the spring season.
- A Plumber Inventory Tracking Form must be e-mailed to Water Works Utility management staff with details for each leak repair performed within one calendar week of repair date.
- Invoices (two copies required) for work performed must be delivered to 915 S. Olive St. by the fifth day of the following month. All material provided by the Water Works Utility must be indicated on the invoices. City inspection and approval prior to payment being remitted within 45 days of receipt.
- A Plumber Material Request Sheet must be e-mailed to Water Works Utility management staff when requesting provided parts. All material requests must be picked up at 915 S. Olive St. the following business day between the hours of 7:30am and 3:00pm unless otherwise specified by Water Works Utility management staff.

Flat Rate for Stop Box Repairs:

Applicants will unearth a single excavation up to five cubic feet in grass for a flat rate of \$590. For stop box repairs that require the removal of a hard surface, such as asphalt or concrete, the flat rate is increased to \$714. This flat rate will include all equipment, material and labor necessary to replace the stop box and rod. This flat rate will be used for all emergency repairs made during normal business hours. A curb valve found to be inoperable and/or leaking must be replaced, and the repair is billed as a basic service leak at the rates described herein.

Flat Rate for Basic Service Leak Repairs:

Applicants will unearth a single excavation up to five cubic feet in grass for a flat rate of \$1,828. For basic leak repairs that require the removal of a hard surface, such as asphalt or concrete, the flat rate is increased to \$1,945. This flat rate will include all equipment, material and labor necessary to replace the curb valve, stop box and rod or repair a single leak on three feet or less section of the service line. This flat rate will be used for all emergency repairs made during normal business hours. Repairs that require exceeding these specifications to complete must be reported to Water Works Utility management staff to determine if a leak repair is not considered basic repair due to special circumstances. Any special circumstance requires City approval, and the repair is billed for equipment, material and labor at the rates described herein.

Special Circumstance Plumber Rates for Equipment, Material and Labor:

Equipment Rates per Job:

Pneumatic Ground Piercing Mole \$177
Trench Shoring/Shield Box \$153
Arrow Board \$148
Air Compressor \$131
Hammer/Rotary Drill \$113
Partner Saw \$106
Barricades \$101
Freeze Kit \$95
Plate Compactor \$88
Trash Water Pump \$60
Work Truck \$47

Equipment Rates per Hour:

Vactor \$354
Backhoe \$142
Dump Truck/Trailer \$82

Material Rates per Job:

#53 Recycled Concrete Backfill \$106
Black Dirt & Seed \$106

Labor Rates per Hour:

Plumber \$106
Laborer \$82

Special Circumstances include, but are not limited to:

- Any leak repair that requires subcontracting for heavy traffic control.
- Any leak repair that requires more than a single excavation.
- Any leak repair that requires excavating greater than a five feet square area.
- Any leak repair that requires excavating greater than five feet of depth and must have trench shoring or a shield box installed for OSHA compliance.
- Any leak repair that requires a portion of the street to be removed.
- Any leak repair that requires extensive landscape removal.
- Any leak repair involving the foundation of the structure.
- Any service line repair that requires more than a single leak to be repaired.
- Any leak repair that requires replacing any length of the service line greater than three feet.
- Emergency leak repair designated by the Water Works Utility to be completed before/after normal business hours, weekends and holidays.

The successful applicants shall comply with the City's ordinance and all other federal, state and local laws and regulations governing nondiscrimination in employment.

The City reserves the right to accept, negotiate scope, or reject any or all applications.