



City of Cleveland

Justin M. Bibb, Mayor

Department of Finance
Division of Purchases and Supplies
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September 9, 2026

ADDENDUM 1

BID TITLE: **File No. 85-2026 – Parks and Playgrounds**

BID DUE: **Wednesday, September 16, 2026, at Noon**

Attention Bidders: We have been requested to issue this addendum to advise vendors of the following:

1. Answer to a question received, regarding Section C-9.E-1.

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

Signature of Potential Bidder & Name of Company

Today's Date

Thank you,

Steven Decker

Steven Decker
Purchases & Supplies
CC: Attachments



File 85-2026 – Parks and Playgrounds

Addendum No. 1

ANSWERS TO QUESTIONS RECEIVED FROM BIDDERS

1.	Question	Will the City permit this requirement to be satisfied through the documented experience of the bidder's principals and key personnel, predecessor organizations, or through an approved joint venture/mentor-protégé structure when the bidding entity itself was established in 2022?
	Answer	"Section C-9.E.1 requires the bidding entity itself to have maintained an organization capable of performing the specified work in continuous operation for at least five years; therefore, an entity established in 2022 would not satisfy the five-year requirement, and the prior experience of the bidder's principals or key personnel would not serve as a waiver of said requirement. Any modification of that requirement would need to be issued by the City through a formal solicitation addendum. Please also note that the terms of the attached agreement do not permit a bidder to aggregate or rely on the experience of predecessor organizations, joint-venture members, mentors, or affiliated entities."

D. RIGHTS AND REMEDIES

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

E. QUALIFICATION OF BIDDERS

1. The bidder shall show that he/she has available under his direct employment supervision the necessary organization and facilities to properly fulfill all the services and conditions required under these specifications. BIDDER SHALL SUBMIT WITH HIS BID A NOTARIZED STATEMENT ATTESTING TO THE FOLLOWING:
 - a. That the bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past five (5) years as qualified in the above section.
 - b. The names of his employees in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experience in the field of site development. The supervisors and work crews assigned to this job shall be actively employed by the Contractor, and have a minimum of three (3) years' experience.
 - c. The present address of the main operating facilities of the organization.

F. TESTING

1. Contractor shall retain and pay for an independent testing laboratory to perform all testing services called for in the Specifications or otherwise required by the Director's Designee, including Special Inspections as defined and required by the Ohio Building Code or by the Authority Having Jurisdiction. However, the laboratory shall be approved by the City, and the Contractor shall instruct the laboratory to provide duplicate copies of all reports directly to the City. Upon City approval, the laboratory shall submit to the Authority Having Jurisdiction its credentials and certification that it will perform the required Special Inspections for the Project.
2. For tests and inspections to be made at the place of manufacture or fabrication, and reports required on tests and inspection of materials, fabrication and workmanship, see the detailed Trade Specifications. Costs of these items shall be paid by the Contractor.
3. If laws or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall provide the City and Architect with timely notice and an opportunity to such inspection, testing, or approval. The Contractor shall bear all costs of such inspection, tests, or approvals conducted by public authorities.
4. The City may, at its sole discretion, choose to engage a testing agency to act as the City's agent for certain testing. If a Testing Allowance is listed in the Schedule of Prices, the Testing Allowance shall only be used for such testing as designated by the Director or Director's Designee in addition to or apart from that required by the Contract Documents and not for testing services called for in the Contract Documents. In accordance with Part A, the Contractor shall include the cost of all testing services called for in the Contract Documents in their Bid Price.

G. LINES AND LEVELS

1. The Contractor shall employ an experienced, reliable surveyor registered to practice in Ohio who shall make a survey to check and establish all basic dimensions, levels, etc., and who shall lay out all new construction, establish and maintain all lines and levels as required by all trades for the duration of this contract. The surveyor's work shall include base lines and benchmarks, and the checking of trueness and alignment of all formwork, tops of rough slabs, and furnished paving and sidewalk elevation. The Contractor shall be responsible to the City for the accuracy of the surveyor's work.
2. Surveyor shall maintain and check all lines and levels of existing construction inside and outside, including grades where said lines and levels affect or are affected by new construction and grades. Where differences occur between existing lines and levels as shown on drawings and existing lines and levels as determined by the Contractor's surveyor, said differences shall immediately be reported in writing to the Architect. If differences are not reported in writing to the Architect, the Contractor assumes all responsibility, including financial penalties and non-payments and any monies related to correcting improperly constructed improvements including (but not limited to) non-conformance with lines/layout and levels/grades as shown on drawings. Lines and levels established by the Contractor's surveyor shall govern and new construction shall be adjusted to suit differences, but only when and as approved by the Architect in writing, and before fabrication and installation of construction work.
3. A full, complete, legible record of all lines, levels, surveys, and benchmarks shall be kept, and copies of