

# BID ADVERTISEMENT FOR THE WEEKS OF

May 13, 2026 & May 20, 2026

## BID OPENS - THURSDAY JUNE 11, 2026

**FILE NO. 53-26 Fence Installation, Maintenance and-or Repair**

FOR THE DIVISION OF WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES AS AUTHORIZED BY ORDINANCE 824-2025. PASSED BY COUNCIL SEPTEMBER 22, 2025.

There will be a **NON MANDATORY Pre-Bid Meeting, Thursday, May 21, 2026 at 10:00 am., Via Microsoft Teams, To call into meeting dial in 1-929-352-1743, Access Code 167 600 68#.**

**Note:** Bid must be delivered to the Office of the Commissioner of Purchases and Supplies, Cleveland City Hall, 601 Lakeside Avenue, Room 128, Cleveland, Ohio 44114 before 12 o'clock noon (Eastern Time).



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**CITY OF CLEVELAND,  
OHIO**

**DEPARTMENT OF FINANCE**



**DIVISION OF PURCHASES AND SUPPLIES**

**INVITATION TO BID**

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**INVITATION TO BID AND FORMAL BID PACKAGE  
TABLE OF CONTENTS**

<u>ITEMS</u>	<u>SEQUENCE ORDER NUMBER</u>
Authorizing Ordinance.....	1
Bidder's Checklist.....	2
Instructions to Bidders (Part A).....	3
W-9 Form.....	4
Vendor Information Form.....	5
Bidder's Affidavit.....	6
Bid Bond.....	7
Bid Form.....	8
Bid Schedule of Items (Price Sheets).....	9
General Conditions (Part B).....	10
Specifications/Description of Products and/or Services (Supplemental Sections C, D, etc.).....	11
Nothern Ireland Form.....	12
Prevailing Wage, Davis Beacon or Living Wage (If applicable).....	13
Fannie M. Lewis, Chapter 188 (If applicable).....	14
Office of Equal Opportunitay Notice to Bidders, Chapter 187.....	15
Office of Equal Opportunity Clause.....	16
OEO Participation Form.....	17
OEO Schedules Checklist.....	18
OEO Schedules 1- 4.....	19
Subcontracting Participation or Waiver Form.....	20
OEO Submission Schedule.....	21

CITY OF CLEVELAND  
Department of Finance  
Division of Purchases and Supplies  
City Hall, Room 128  
Cleveland, Ohio 44114  
216-664-2620

**Ordinance No. 824-2025**

**By Council Members:** Kazy and Griffin (by departmental request)

**An emergency ordinance authorizing the Director of Public Utilities to enter in one or more requirement contracts of various types of fencing, gate operators, gates, vertical pivot lift gates, barriers, walls, and guardrails, including associated appurtenances, and labor and materials necessary to repair or maintain existing equipment and appurtenances, including installation if necessary, at various facilities, for the divisions of the Department of Public Utilities, for a period up to two years.**

**WHEREAS**, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:**

**Section 1.** That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period up to two years, of various types of fencing, gate operators, gates, vertical pivot lift gates, barriers, walls, and guardrails, including associated appurtenances, and labor and materials necessary to repair or maintain existing equipment and appurtenances, including installation if necessary, at various facilities, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the divisions of the Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contracts for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

**Section 2.** That the costs of the contract or contracts shall be charged against the proper appropriation accounts, and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts, and certified by the Director of Finance. (RQN 2002, RL 2025-32)

**Section 3.** That under division (b) of Section 108 of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

**Section 4.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it

shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**Passed September 22, 2025.**

**Effective September 29, 2025.**

# City of Cleveland

DEPARTMENT OF FINANCE  
PAUL C. BARRETT  
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES  
TIFFANY JOHNSON  
COMMISSIONER

## BIDDER'S CHECK LIST

*The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.*

### CHECK WHEN COMPLETED

#### A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
- 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
- 3. Is the delivery time stated? Is the payment discount given?

#### B. Bid Bond

- 1. Is the bond made out in the names of and signed by both the principal **and** surety?
- 2. Is the bond amount sufficient for the amount of the bid?
- 3. Is there a power of attorney attached to the bond?

#### C. Bid Check (if submitted in lieu of Bid Bond)

- 1. Is the check in an amount sufficient for the amount of the bid?
- 2. Is the check either properly certified or a cashier's check?
- 3. Is the Check made payable to: THE CITY OF CLEVELAND?

#### D. Bid Form (not to be confused with the Bid Bond)

- 1. Is all the required information given?
- 2. Is the form signed?

#### E. Affidavit

- 1. Does the affidavit contain all the information required ON BOTH SIDES?
- 2. Is it properly Signed? Is it properly notarized by a Notary Public?

#### F. Contract Compliance Certifications for Bid Consideration

- 1. Do you have questions about a contract compliance certification number or a CSB/ minority/female business enterprise certification number, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therein?
- 4. Did you read and complete OEO Schedules 1-4? Did you include signed Schedule 3's from all certified subcontractors?

#### G. Bid Envelope

- 1. Is the envelope identified with the correct title of the bid and the due date?
- 2. Is the envelope securely sealed?

#### H. Performance Bond

- 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-8 of INSTRUCTIONS TO BIDDERS, and/or in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check is **not acceptable in lieu of a Performance Bond!**

**I. Federal Tax ID Form**

- \_\_\_ 1. Is all the required information given?
- \_\_\_ 2. Is the form signed?

**J. Northern Ireland Fair Employment Practices Disclosure**

- \_\_\_ 1. Is all the required information given?
- \_\_\_ 2. Is the form signed?

**K. Project Plan**

- \_\_\_ 1. Is all the required information given?

**L. Contractor Qualifications**

- \_\_\_ 1. Is all the required information given if requested?

**M. Additional Information:**

- \_\_\_ 1. **Wage Theft and Payroll Fraud Disclosure**  
Is the form signed and returned?
  
- \_\_\_ 2. **Project Labor Agreement (If included in the invitation to bid)**

**Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, please review your bid carefully to verify that you have accurately and completely supplied all such data. Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications**

## **INSTRUCTIONS TO BIDDERS**

### **A-1 INVITATION TO BID**

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

### **A-2 FORM OF BID (BID FORM)**

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

### **A-3 BIDDERS AFFIDAVIT**

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

### **A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK**

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

**A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK**

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

**A-6 EXPLANATIONS WRITTEN OR ORAL**

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

**A-7 PRICE BIDS AND DISCOUNTS**

- a. **Unit Prices**  
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. **Trade Discounts**  
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. **Catalog Pricing**  
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

**A-8 BIDDER'S DESCRIPTION OF ITEMS**

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

**A-9 MANUFACTURER'S NAME**

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

**A-10 SAMPLES**

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

**A-11 TIME OF DELIVERY**

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

**A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID**

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

**PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE SCHEDULE OF ITEMS AND ON THE BID FORM.**

**A-13 REQUIREMENT CONTRACT DEFINED**

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

**A-14 PURCHASES UNDER A REQUIREMENT CONTRACT**

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, Duration of Contract.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

**A-15 LIMITATION OF PERIOD OF CONTRACT**

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

**A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).**

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A, and A-16B, above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

**A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).**

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

**A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).**

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

**A-19 SUBCONTRACTING:**

- a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.



must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(f)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about Identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



## VENDOR INFORMATION FORM

Please fill in:

Business Name \_\_\_\_\_

IRS Reporting Name \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Toll Free Number 800 \_\_\_\_\_

Vendor Fax Number \_\_\_\_\_

Vendor Email Address \_\_\_\_\_

Ordering Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Remit Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Contact Person: (Ordering) \_\_\_\_\_

Remit \_\_\_\_\_

**PLEASE INCLUDE THE ABOVE INFORMATION**

**WHEN SUBMITTING YOUR BID OR PROPOSAL**

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS AFFIDAVIT

\_\_\_\_\_ being first duly sworn deposes and says:

**Individual only:** That he/she is an individual doing business under the name of \_\_\_\_\_, at \_\_\_\_\_, State of \_\_\_\_\_.

**Partnership only:** That he/she is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_.

**Corporation only:** That he/she is the duly authorized, qualified and acting \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
And that he/she said partnership or said corporation is filling herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

**Individual only:** Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract \_\_\_\_\_

\_\_\_\_\_ Affiant further says that he/she is represented by the following attorneys: \_\_\_\_\_ and is also represented by the following resident agents in the City of Cleveland: \_\_\_\_\_

**Partnership only:** Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: \_\_\_\_\_

\_\_\_\_\_ Affiant further says that said partnership is represented by the following attorneys: \_\_\_\_\_ and is also represent by the following resident agents in the City of Cleveland: \_\_\_\_\_

**Corporation only:** Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Directors:

Vice President:

Secretary:

Treasurer:

Cleveland Manager or Agent

Attorneys:

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

\_\_\_\_\_  
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here)  $\Rightarrow$  \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

CITY OF CLEVELAND

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_

as Principal, and

\_\_\_\_\_

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

THE CITY OF CLEVELAND

as Obligee, in the penal sum of \_\_\_\_\_

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the said principal is herewith submitting bid for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_  
Attorney in Fact

CITY OF CLEVELAND

**BID FORM**

STANDARD CONTRACT BID  
 REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR Fence Installation, Maintenance and/or Repair

FOR: The Department of: Public Utilities, Various Divisions

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ \_\_\_\_\_

or a cashier's check or certified check on a solvent bank in the sum of \$ \_\_\_\_\_ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the percentage of the total price bid set forth in Part B – General Conditions and in conformity with the provisions of The Codified Ordinances of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check shall be forfeited to and become the property of the City as liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

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

The firm, corporation, or individual name  
MUST BE SIGNED IN SPACE INDICATED.  
ERASURES MAY INVALIDATE THIS BID.

\_\_\_\_\_  
Complete: *CORPORATION OR FIRM*

Sign Here By \_\_\_\_\_

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
BUSINESS ADDRESS OF BIDDER

\_\_\_\_\_  
STATE OF INCORPORATION

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

**BID - SCHEDULE OF ITEMS**

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 1 OF 4  
BIDDER MUST  
COMPLETE & SIGN BELOW

TITLE OF BID <b>Fence Installation, Preventative Maintenance and/or Repair</b>			NAME OF FIRM
STREET ADDRESS			
ORDINANCE NO. 824-2025	PASSED September 22, 2025	SIGNED September 29, 2025	CITY STATE ZIP CODE
DEPARTMENT Public Utilities	DIVISION CWD, WPC, CPP, ORC		
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID	AUTHORIZED SIGNATURE
Buyer: Jules Gilliam jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov	BID OPENING DATE Per Advertisement		DATE

BID ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>CHAIN LINK FENCE</b>				
1	7' Chain Link Fence Fabric, Vinyl Clad	250 lf		
2	7' Chain Link Fence Fabric, Galvanized	250 lf		
3	Line Posts for 7' Chain Link Fence, Vinyl Clad	30 ea		
4	Line Posts for 7' Chain Link Fence, Galvanized	30 ea		
5	Corner and Terminal Posts, 7' Chain Link Fence, Vinyl Clad	30 ea		
6	Corner and Terminal Posts, 7' Chain Link Fence, Galvanized	30 ea		
7	Top Rail, 7' Chain Link Fence, Vinyl Clad	250 lf		
8	Top Rail, 7' Chain Link Fence, Galvanized	250 lf		
9	Bottom Rail, 7' Chain Link Fence, Vinyl Clad	250 lf		
10	Bottom Rail, 7' Chain Link Fence, Galvanized	250 lf		
11	Brace Unit, 7' Chain Link Fence, Vinyl Clad	5 ea		
12	Brace Unit, 7' Chain Link Fence, Galvanized	5 ea		
13	Barbed Wire-Six Strands, Vinyl Clad	250 lf		
14	Barbed Wire-Six Strands, Galvanized	250 lf		
15	V-Shape Extension Arms for Barbed Wire	30 ea		
16	V-Shape Extension Arms for Galvanized Wire	30 ea		
17	6-5/8" O.D. Gate Posts, Vinyl Clad and Foundation for 7' Chain Link Fence	3 ea		
18	6-5/8" O.D. Gate Posts, Galvanized and Foundation for 7' Chain Link Fence	3 ea		
19	Gate, Single or Double Swing and Foundation, 7' Chain Link Fence	5 ea		
20	Gate, Single or Double Swing and Foundation, 7' Chain Link Fence Galvanized	5 ea		
21	Gate Sliding, 7' Chain Link Fence, Vinyl Clad	30 lf		
22	Gate Sliding, 7' Chain Link Fence, Galvanized	30 lf		
23	Loop Cap	75 ea		
24	Fence Post or Gate Post Removal and Disposal	15 ea		
25	Chain Link Fence Removal and Disposal	125 lf		
26	Rivets, 1-3/16" with 1' pin Sure-Loc and .27 Strip Load, per linear foot	250 lf		

The contract(s), if any, shall be for a period of two (2) years. All items are approximate quantities.	Delivery (Days)	Payment Discount % Days
FOR PURCHASING USE ONLY		

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

**BID - SCHEDULE OF ITEMS**

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 2 OF 4

BIDDER MUST  
COMPLETE & SIGN BELOW

TITLE OF BID <b>Fence Installation, Preventative Maintenance and/or Repair</b>				NAME OF FIRM	
STREET ADDRESS				CITY STATE ZIP CODE	
ORDINANCE NO. 824-2025	PASSED September 22, 2025	SIGNED September 29, 2025	CITY STATE ZIP CODE		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		AUTHORIZED SIGNATURE	
CITY RECORD ADVERTISEMENT DATES			X	REQUIREMENT CONTRACT BID	
Buyer: Jules Gilliam jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov		BID OPENING DATE Per Advertisement		DATE	

BID ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>BID ITEM ORNAMENTAL PICKET IRON FENCE</b>				
27	8' Ornamental Iron Picket Fence	75 lf		
28	Line Post 8' Ornamental Picket Fence, Including Foundation	10 ea		
29	Gate Post, 8' Ornamental Picket Fence Gate, Including Foundation	5 ea		
30	Gate, Single or Double Swing, 8' Ornamental Picket Fence	25 lf		
31	Gate, Sliding, Ornamental 8'	15 lf		
32	Post Tops for Ornamental Fence	5 ea		
33	Column/Wall Attachment Bracket for Ornamental Picket Fence	5 ea		
34	Fence Post or Gate Post, Ornamental Picket Fence Removal and Disposal	5 ea		
35	Ornamental Picket Fence Removal and Disposal	25 lf		
<b>BID ITEM HIGH SECURITY FENCE</b>				
36	7' High Security Fence Fabric	15 lf		
37	Line Posts for 7' High Security Fence, Vinyl Clad	3 ea		
38	Corner and Terminal Posts, 7' High Security Fence, Vinyl Clad	3 ea		
39	Rails (as required), 7' High Security Fence, Vinyl Clad	3 ea		
40	Brace Unit, 7' High Security Fence	3 ea		
41	Barbed Wire-Six Strands, Vinyl Clad	15 lf		
42	V-Shape Extension Arms for Barbed Wire	3 ea		
43	6-5/8" O.D. Gate Posts, Vinyl Clad and Foundation for 7' High Security Fence	3 ea		
44	Gate, Single or Double Swing and Foundation, 7' High Security Fence, Vinyl	3 ea		
45	Gate Sliding, 7' High Security Fence, Vinyl Clad	3 sf		
46	Loop Cap	3 sf		
47	High Security Fence Post or Gate Removal and Disposal	3 ea		
48	High Security Fence Removal and Disposal	15 lf		
The contract(s), if any, shall be for a period of two (2) years. All items are approximate quantities.			Delivery (Days)	Payment Discount
			%	Days

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**BID - SCHEDULE OF ITEMS**

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 3 OF 4  
BIDDER MUST  
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TITLE OF BID Fence Installation, Preventative Maintenance and/or Repair			NAME OF FIRM		
STREET ADDRESS			CITY STATE ZIP CODE		
ORDINANCE NO. 824-2025	PASSED September 22, 2025	SIGNED September 29, 2025	AUTHORIZED SIGNATURE		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC	DATE		
CITY RECORD ADVERTISEMENT DATES		X	STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		
Buyer: Jules Gilliam jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov		BID OPENING DATE Per Advertisement			

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>BID ITEM</b>	<b>SECUREX RETRO FENCE SYSTEM</b>			
49	7' Tall, galvanized, black or green powder coated expanded steel mesh, 1/2" #13 standard 60" wide x 84' tall panels bolted to existing 7' tall chain link fence using heavy duty post and splice brackets	250 lf		
<b>BID ITEM</b>	<b>GUARD RAILS</b>			
50	Type 4 guard rail, deep beam rail, per linear foot	15 lf		
51	Type 4 guard rail, post, per each	3 ea		
52	Type 4 guard rail, flared end section, per each	1 ea		
53	Type A anchor assembly for Type 4 guard rail, per each	1 ea		
54	2" O.D. pipe frame barrier gate, including 4" O.D. minimum post, per sq. ft.	10 lf		
55	Type 4 guard rail, driven post, per each	3 ea		
56	Remove guard rail post, no new installation, per each	3 ea		
57	Remove guard rail, no new installation, per linear foot	10 lf		
<b>BID ITEM</b>	<b>VERTICAL PIVOT LIFT GATES, SLIDE GATES BARRIER ARM GATES</b>			
58	Labor for repairs to vertical pivot lift gates Slide gates Barrier Arm Gate- allowance  M-F 8:00 a.m. - 5:00 p.m. Hourly Rate \$ _____  M-F 5:00 p.m. - 8:00 a.m. Hourly Rate \$ _____  Saturdays Hourly Rate \$ _____  Sundays/Holidays Hourly Rate \$ _____	\$25,000.00		\$25,000.00
59	Allowance to pay for any purchases that may be required under C-1 C.: Parts, Materials, Equipment, and/or Supplies to refurbish vertical pivot lift gates.	\$25,000.00	Discount from list price.  %	\$
<b>BID ITEM</b>	<b>ADDITIONAL ITEMS</b>			
60	Fence Grounding	125 lf		
61	Black Vinyl Windscreen Fabric, (30x13 Thread Construction) per sq. yard	20 sy		
62	Gate Operator for use with items 11, 12, 31, and 45.	3 ea		
The contract(s), if any, shall be for a period of two (2) years. All items are approximate quantities.			Delivery (Days)	Payment Discount
			%	Days

FOR PURCHASING USE ONLY

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**BID - SCHEDULE OF ITEMS**

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 4 OF 4  
BIDDER MUST  
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TITLE OF BID <b>Fence Installation, Preventative Maintenance and/or Repair</b>				NAME OF FIRM	
STREET ADDRESS				CITY STATE ZIP CODE	
ORDINANCE NO. 824-2025	PASSED September 22, 2025	SIGNED September 29, 2025			
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC	AUTHORIZED SIGNATURE		
CITY RECORD ADVERTISEMENT DATES		X	STANDARD CONTRACT BID	DATE	
			REQUIREMENT CONTRACT BID		
Buyer: Jules Gilliam jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov		BID OPENING DATE Per Advertisement			

BID ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	<b>ADDITIONAL LABOR NOT INCLUDED IN OTHER ITEMS OF WORK</b>			
63	M-F 8:00 a.m. - 5:00 p.m	30 hr		
64	M-F 5:00 p.m. - 8:00 a.m.	15 hr		
65	Saturdays	15 hr		
66	Sundays/Holidays	10 hr		
67	Allowance for Additional Third Party Equipment Not Included in Other Items of Work. Per C-19.  Cost + _____ % mark-up	\$13,500.00		\$13,500.00
68	Allowance for Additional Materials Not Included In Other Items of Work. Per C-20.  Cost + _____ % mark-up	\$13,500.00		\$13,500.00
69	Call out service (No additional travel time will be paid) Cost per call, if applicable.	10 each		
70	Allowance preventative Maintenance Service on Auto liift gates including, vertical pivot lift gates, slide gates and barrier arms per C-1B Quote needs to be provided	\$20,000.00		\$20,000.00
			<b>TOTAL ALL ITEMS 1-70</b>	
The contract(s), if any, shall be for a period of two (2) years. All items are approxomate quantities.			Delivery (Days)	Payment Discount
				% Days

FOR PURCHASING USE ONLY

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

## GENERAL CONDITIONS

- B-1 CONSIDERATION OF BIDS.**  
All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.
- B-2 UNACCEPTABLE BIDS.**  
No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.
- B-3 REJECTION OR ACCEPTANCE OF BIDS.**  
The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.**  
Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- B-5 WITHDRAWAL OF BID.**  
No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.
- B-6 TIME OF AWARD.**  
The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.  
Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.
- B-7 AWARD CONTRACT.**  
No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

**B-8 PERFORMANCE BOND.**

A. Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B. No performance bond will be required on any contract in the amount of \$100,000 or less issued pursuant to this Invitation to Bid (ITB). Any contract over \$100,000 but not more than \$250,000 shall require a bond of twenty-five percent (25%) of the contract price, and any contract over \$250,000 shall require a bond of fifty percent (50%).

**B-9 RELEASE OF BOND.**

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

**B-10 CANCELLATION OF CONTRACT.**

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

**B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.**

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

**B-12 DELAY FOR CAUSES BEYOND CONTROL.**

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

**B-13 PATENTS.**

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

**B-14 DELIVERY.**

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made *only if* the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the **full** costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor **must not** perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

**B-15 LABORATORY TEST.**

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

**B-16 FAILURE TO MEET SPECIFICATIONS.**

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

**B-17 SAFEGUARDS.**

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

**B-18 STATE OR FEDERAL TAXES.**

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

**B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.**

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

**B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.**

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

**B-21 INVOICING AND PAYMENT.**

The Contractor shall submit invoices that appropriately reflect the work performed. Original invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
  - Date that work was performed / material delivered,
  - Location for each item of service performed / material delivered,
  - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
  - Quantity of items being invoiced under each Line Item,
  - Unit Cost of each Line Item,
  - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

**B-22 EQUAL OPPORTUNITY.**

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

**PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.**

**B-23 DURATION OF CONTRACT.**

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

**B-24 REDUCTION IN PRICES.**

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

**B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.**

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies; not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

**B-26 LAWS, PERMITS, AND REGULATIONS**

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

**SERVICES, LABOR & MATERIALS – IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY**

**B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.**

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

**B-28 INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

**B-29 WARRANTY**

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

#### **B-30 OHIO CAMPAIGN FINANCE LAW**

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

#### **B-31 TITLE 48 C.F.R. ETC:**

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **C-1 SCOPE**

- A. The contract, if any shall be for a period of two (2) years. The Contractor shall furnish all labor, materials, equipment, tools, permits and incidentals necessary to install new or replacement fencing and/or gates, or to repair existing fencing and/or gates, guard rails, where, as specified by an authorized representative of the City of Cleveland, Department of Public Utilities (DPU), and in accordance with these specifications.
- B. The work includes the installation of new, or the repair and/or replacement of existing six (6), seven (7), or eight (8) feet high chain-link fences and gates with new seven (7) feet chain-link fencing and gates with six (6) strand barbed wire security top (Vee-top), or eight (8) feet high ornamental iron fencing and gates; including grounding and the removal and disposal of the existing fencing materials, gates, and associated appurtenances.
- C. Automatic Gate Operator Maintenance: Perform preventative maintenance on Auto Gates, including pivot lift gates, Slide Gate, and Barrier Gate. Perform a test of all safety functions. Check Electrical System. Grease all points, check belt wear, grease chain and check gate balance. Regarding materials containing lead paint: the successful bidder shall handle, remove and dispose of all materials in compliance with Federal, State and Local laws including but not limited to Ohio EPA, ODH and PERRP/OSHA.
- D. The Contractor shall supply, when required by DPU, materials, parts, equipment and supplies to install, maintain and/or repair vertical pivot lift gates, slide gates, and barrier arm gates upon prior approval of the Director or his/her designee. DPU anticipates that parts, materials, equipment and/or supplies may consist of chain link mesh, various fastener straps, poles, endcaps and replacement gate(s). A quotation is required showing the cost of any parts, materials, equipment and/or supplies with the list price, less the discount with a copy of the manufacturers' price catalog attached. Approval of the Director or his/her designee is required before work may begin.
- E. All work performed under this contract shall be performed by crews employed and subcontracted by the successful bidder.

##### **C-2 CITY FORMS**

Failure to submit the following City of Cleveland (City) forms properly will cause your bid to be non-responsive.

###### **A. Bid Bond**

- 1. Use the City's Bid Bond form included in the bid package.
- 2. Follow the instructions in Part B and C of the Bidder's Check List completely.
- 3. A bid bond is not required if your total bid is \$50,000.00 or less.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **B. Bid Form**

1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of at least 5% of your bid total.
2. The requested information on the page must be filled out completely and signed by an officer of the corporation or firm.

##### **C. Affidavit**

1. The first three (3) lines of the affidavit must be filled out stating the state county, and name of the person being sworn.
2. The state on page one (1) must be the same state as the notary's commission stamp that appears at the bottom of page two (2).
3. The Notary must display the date their commission expires at the bottom of page two (2).
4. Be sure that the proper lines are used on page two (2) for signing by the person that is being sworn.
5. Fill out all necessary information on both pages of the affidavit.

##### **D. Wage Theft and Payroll Fraud Disclosure**

1. If any adverse determinations have been made, please attach.
2. Sign at the bottom of page 2.

Any other forms that are included in the bid package should be filled out completely, signed where necessary, and returned.

#### **C-3 PRE-BID MEETING/LAST DAY FOR QUESTIONS**

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with DPU personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.
- B. The last day for questions is seven (7) business days before the bid opening date. All questions should be submitted in writing to the Department of Purchases and Supplies at [jgilliam@clevelandohio.gov](mailto:jgilliam@clevelandohio.gov) and [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov) or (216) 664-2275

#### **C-4 BIDDER QUALIFICATIONS**

The bidder shall show that they have available under their direct employment supervision the necessary organization, resources and facilities to properly fulfill all the services and conditions required under these specifications.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **C-5 APPROXIMATE QUANTITIES**

The quantities of work to be done, material or equipment to be furnished, as given for each item in the Bid – Schedules of Items pages are approximate. They are not guaranteed to be accurate statements and quantities to be performed or furnished under this contract, and any departure there from will not be considered as valid grounds for any claim for damage or for loss of profits.

##### **C-6 UNIT PRICES**

All prices quoted shall be on a per unit basis as indicated on the Bid - Schedule of Items pages and shall include all costs for handling and delivery, F.O.B. point of delivery. Prices bid shall be good for the two-year term. Such time period shall commence upon notice to proceed.

##### **C-7 WARRANTY** (Supplemental to General Conditions Section B-29)

The bidder shall provide a warranty for all products supplied to the City of Cleveland under this agreement and such warranty shall provide that the products are free from defects in design, materials and workmanship. The term of the warranty shall be the standard length of the industry's warranty.

##### **C-8 METHOD OF AWARD**

Due to the nature of the labor and materials included in this request for bids, the Director of Public Utilities reserves the right to award all items to one (1) bidder. The award will be based on the lowest and best overall bid for all items.

##### **C-9 CLEAN UP, WASTE DISPOSAL, ENVIRONMENTAL CONTROL**

Contractor shall, at all times, keep the work site free from accumulation of waste material or rubbish, and upon completion of the work, shall remove all tools, equipment, surplus materials and rubbish, and leave the work site in a safe and proper condition. Contractor must remove all material and dispose of off City property.

Contractor shall comply with all applicable federal, state and local environmental statutes, ordinances and regulations ("Environmental Laws") regarding disposal.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **C-10 SPECIAL PROVISION RELATING TO ACCEPTANCE OF DELIVERY**

Anything in paragraph B-23 to the contrary notwithstanding, in the event that the execution of the contract is delayed for any reason beyond the date immediately succeeding the termination of a prior contract for the items which are subject to this invitation to bid, the date for acceptance of delivery of said items shall be as fixed by the Board of Control Resolution making the award of the contract. Should such prior contract not have expired on the date of award of the present contract, and then the effective date of the new contract will be the day following the expiration of the prior contract.

##### **C-11 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE REQUIREMENTS**

- A. The Contractor shall maintain during the term of this contract such general liability insurance including but not limited to bodily injury, property damage, contractual liability, products/completed operations coverage, and personal injury coverage wherein the City of Cleveland is named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any subcontractor performing any work under this Contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance and a copy of the additional insured endorsement naming the City of Cleveland as additional insured shall be deposited with the Director of Finance prior to execution of the contract. Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided to the City under the Contractor's insurance policy(ies) shall be primary with respect to Contractor's general liability, notwithstanding other insurance covering the City. The amounts of insurance shall be as described below.

NOTE: Self-insurance is not acceptable.

- B. General Liability (Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury). Such policy or policies shall be in an amount not less than a combined single limit of \$1,000,000.00 for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to, contractual liability, owners and contractors' protective liability, personal injury as well as products/completed operations coverage of \$1,000,000.00. Such coverage shall be on an occurrence basis. Coverage shall not be on a claim made basis. If a deductible or self-insured retention is assumed, it may not exceed \$50,000.00 per occurrence and in the aggregate. This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the Contractor, or any property over

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

which the Contractor is directly or indirectly exercising physical control by reason of the work to be performed.

- C. Special Hazards. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:
- D. Business Automobile Liability  
Business automobile insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of \$1,000,000.00 for bodily injury, including death, and property damage per occurrence.
- E. Contractor shall notify the Director of Law, in writing, at least ten (10) days before it cancels or reduces its insurance policy or coverage, and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.
- F. Indemnification. The maintenance of such insurance as outlined shall in no way constitute a waiver of Contractor's legal liability beyond the limits of insurance maintained for damages to any adjoining buildings or their contents or the work and property of others on the site. The Contractor shall hold the City and its agents, including the Director of Finance, free and harmless from any cost, injury, or damage resulting from the negligent or faulty performance by the Contractor or its Subcontractors.

#### **C-12 PREVAILING RATES OF WAGES**

- A. Failure to submit certified payroll reports and/or identified noncompliance items may result in withholding of invoice payments until the missing documentation and/or corrections made to certified payrolls to bring the Contractor/subcontractor into compliance has been received.
- B. Upon completion of the Contract term and prior to final payment thereof, each Contractor or subcontractor shall file with the CWD Contract Compliance Unit an affidavit stating that it has fully complied with Chapter 4115 of the Ohio Revised Code. Failure to do so may result in the withholding of remaining payments until submission.
- C. All communications, document submissions, questions regarding prevailing wage requirements should be directed to the following: DeAndrea Pruitt, Contract Compliance Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, OH 44114. Email DeAndrea Pruitt at [DeAndrea\\_Pruitt@ClevelandWater.com](mailto:DeAndrea_Pruitt@ClevelandWater.com).

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **C-13 LABOR AND MATERIAL**

The Contractor shall well, truly, and promptly, pay or satisfy the just and equitable claims of all persons who are performing or have performed work or labor or are furnishing or have furnished material for said Contractor in the execution of the contract, including those who have previously served an affidavit of such claims upon the City Director of Finance, and all bills, costs or supplies, equipment or services delivered and accepted. Each item of work or services performed must be identified by dates of performance and shall list the bid price per unit and extension thereof.

##### **C-14 NO WAIVER OF LEGAL RIGHTS**

Neither acceptance of nor payments for the work or goods or services hereunder, or any part of them, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract, nor shall a waiver or any default or breach of the Contract be held to be a waiver of any other or subsequent default or breach.

##### **C-15 INDEMNITY CLAUSE**

The Contractor shall indemnify, keep and save harmless the City of Cleveland, Ohio, and its respective officers, agents and employees, against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course or as the result of the performance of all or any part of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employee, and whether or not the person(s) injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized Subcontractor; and the Contractor shall at its own expense defend the City in all litigation, pay all attorney's fees and all costs and other expenses arising out of the litigation or claim incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees. Nothing herein shall be construed to limit the Contractor's indemnification obligations to the limits of insurance provided. The indemnification obligations shall survive any termination of the Contract.

In case of any and all claims against the City and its officers, agents or employees, by any employee of the Contractor, Subcontractors, its agents, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, Subcontractors or other person under applicable worker's or workmen's compensation benefit or disability laws, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the parties have mutually negotiated the foregoing waiver.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **C-16 CARE OF EXISTING UTILITIES**

The Contractor shall take all precautions necessary to prevent damage to existing utilities in the area of construction. The Contractor shall contact OUPS at 1-800-362-2764 in advance of construction so that existing utilities may be marked. Non-member utilities must be contacted directly. The Department of Public Utilities makes no guarantees as to the accuracy of any utilities shown on the plans.

The Contractor shall repair, in a manner satisfactory to the Owner, any utility main or service damaged in the process of this work. No extra compensation will be made for repairing any services or mains, whether shown or not shown on the plans, damaged by the Contractor's labor force or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights or other devices or means required to protect such existing utilities. It is the Contractor's sole responsibility to identify and protect any and all utilities in his area of work.

##### **C-17 INVOICING AND PAYMENT (Supplement to General Conditions Section B-21)**

Payment shall be made monthly upon the furnishing of the billing in detail of any repairs and services performed during the previous month. In no case shall the total of monthly payments exceed the proposed gross price. The building manager must be notified of the visits and completion of work performed and they shall acknowledge the visit by signing each work report. Failure to obtain a signed acknowledgement will result in delays in receiving payments and may result in a refusal of bill payments.

The City shall pay contractor for all parts and materials used under this contract at the materials discount indicated on the schedule of items pages. The contractor must have the building manager's written approval for major parts or materials whose cost exceeds \$200.00. It should be also noted that the City of Cleveland will not assume or pay for state taxes or freight charges except as noted below.

Contractor will be required to provide written estimates for proposed repairs. Bidder must then obtain authorization from DPU's individual divisions and if authorized immediately proceed with necessary repairs. Contractor must provide each division invoices with exact itemized cost of parts and labor for each repair within 15 days after its completion.

Contractor must provide copies of manufacturers' list prices to verify discount. This documentation must be submitted with all invoices. Labor charges will be billed as hourly rate times total hours required equals total labor cost. Billing for labor charges shall begin upon arrival at site. Invoices will not be paid unless they are submitted as described above.

Contractor must submit separate invoices for each service call and for each division. The original invoice must be mailed to the "Bill To" address on the Delivery Order, which is the following:

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

Department of Public Utilities  
Payables Unit  
1201 Lakeside Avenue  
4th Floor South  
Cleveland, Ohio 44114  
or email [payables\\_unit@clevelandwater.com](mailto:payables_unit@clevelandwater.com).

The contractor shall submit requests for payment in writing to the Director or his/her designee for approval. The failure to deliver reports shall be sufficient reason to withhold payments. The contractor is to invoice with the following required information: (1) vendor name, (2) vendor address, (3) vendor telephone number, (4) City Delivery Order (DO) number authorizing the invoiced material/service AND, if applicable, City contract number, (5) vendor invoice number, which is a unique number, (6) invoice date, (7) invoice due date, (8) DPU "ship to" address, (9) itemized costs including item descriptions, quantities, unit costs, cost extensions (and, if against a contract, Schedule of Items (SOI) references), and copies of quotations with backup, (10) total invoiced amount, and (11) itemization of any applicable discounts (stipulated through the contract). Sales tax shall not be included, as the City is exempt.

#### **C-18 WITHHOLDING PAYMENTS**

Director of Public Utilities may withhold payments to such an extent as deemed necessary to insure carrying out of Contract provisions/requirements. Payment of any monies withheld shall be promptly made when the reason(s) for withholding it has been remedied.

#### **C-19 ADDITIONAL THIRD PARTY EQUIPMENT OR MATERIALS NOT INCLUDED IN OTHER ITEMS OF WORK**

The Contractor shall supply, when required by DPU, additional materials or equipment, upon prior approval of the Director or his/her designee. This is for material not covered under the Bid-Schedule of Items. If the contractor must use a third party a quotation for the additional materials requested must be submitted. The quote must show the cost of said item, and the mark up amount. Only when approved by the Director of the Department of Public Utilities or his/her designee, shall the contractor provide said materials. Refer to Payment Terms in Section C-17.

#### **C-20 ADDITIONAL MATERIALS NOT INCLUDED IN OTHER ITEMS OF WORK**

The Contractor shall supply, when required by DPU, additional materials, upon prior approval of the Director or his designee. This is for material not covered under the Bid-Schedule of Items. The contractor, when requested, shall submit a quotation for the additional materials requested. The quote must show the cost of said item, and the mark-up amount. Only when approved by the Director of the Department of Public Utilities or his/her designee, shall the contractor provide said materials. Refer to Payment Terms in Section C-17.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **C-21 SUPERVISION**

The Contractor shall keep on the worksite, at all times during its progress, a competent superintendent and all necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case.

The superintendent shall have a minimum of three (3) years' experience in the supervision of construction and be subject to the approval of Director of Public Utilities. In the event the Contractor changes the superintendent of the work he shall notify the Director of Public Utilities representative immediately. This new superintendent shall meet all the requirements of this section.

##### **C-22 APPROVAL AND ACCEPTANCE**

Upon request for Fencing Work under this contract, Contractor shall submit Shop Drawings and manufacturer's product data on all items to be supplied and installed under Section C for approval by the City prior to installation.

Upon completion of the work as herein provided, the Contractor shall notify the Director of Public Utilities representative, in writing, that the installation has been completed and is ready for a performance test.

The performance test may then be conducted, and the successful operation of the plant during such test shall be considered as indicating the fencing and its appurtenances have been completed within the meaning of these specifications.

The final payment shall not be made until the performance test has been satisfactorily completed, and the guarantee period shall begin immediately upon the successful completion of such performance test and not before.

##### **C-23 NOTICE TO PROCEED**

The language in Paragraph B-23 or anywhere else in this contract notwithstanding, the term of this contract shall begin when DPU issues a Notice to Proceed to the Contractor and shall be for a period of up to two (2) years after the Notice to Proceed. At the City's discretion, the City may additionally shorten the term of this contract by as much as two (2) weeks, in order to accomplish an orderly inventory of material. A Notice to Proceed shall not be issued until the Contract has been fully executed and delivered to all parties, and not until all of the Contractor's subcontracts with its CSB subcontractors have been approved by the City's Office of Equal Opportunity office. Once a bidder has been selected and approved by the City's Board of Control (BOC), the recommended bidder shall diligently pursue the timely completion, submittal and approval of its CSB subcontracts.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

##### **C-24 MATHEMATICAL ERRORS**

- A. If a bidder makes any mathematical errors in the bid sheets such that some or all of the bid numbers are mathematically inconsistent with each other, CWD shall correct such errors as follows. The lowest level values or unit prices shall be deemed as indicating the bidder's true intent and shall be accepted as correct. All further calculations shall then be corrected, and these corrected values shall be cascaded throughout the entire set of bid sheets, potentially affecting the bidder's final bid price. Calculations subject to such correction include, but are not limited to:
1. The summing of labor and material unit prices into a total unit price
  2. The multiplication of unit price times quantity to arrive at the extension cost
  3. Sum the individual line items into totals or subtotals
  4. The multiplication of any subtotals or other values by contingency percentages or other factors, if a contingency applies
  5. The transferring of subtotals or values from one sheet to another
- B. If the correction of any errors has an effect on the award of the contract, only the directly affected bidders will be notified in writing of the corrections and their effect after several attempts

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

##### **D-1 MANUFACTURER'S PRODUCT**

Only the Department of Public Utilities approved fencing and parts shall be accepted.

##### **D-2 RESPONSE TIME AND OTHER REQUIREMENTS**

1. The Contractor shall commence the work at the site specified on the order within 72 hours, excluding Saturdays, Sundays and national holidays, after the issuance of the order by the Department of Public Utilities. The Contractor shall respond to requests for emergency repairs within 24 hours after receipt of notification for emergency situations. The successful bidder shall furnish to the Department's authorized representatives a list of personnel and their contact information. This list shall be provided within three (3) business days of signing the contract.
2. Unsatisfactory progress and termination of contract.  
If the contractor has not commenced the work within a reasonable time or does not carry the same forward with reasonable progress, or is improperly performing the work, or has abandoned, or fails, or refuses to complete the work, the Director of Public Utilities shall make a finding to that effect and so notify the Contractor in writing. Upon receipt of this notification by the Contractor, the right of the Contractor to control and supervise the work shall immediately cease.
3. If the Contractor cannot complete the work during the first working day, he shall provide temporary chain-link fencing (minimum 6' high) to prevent inadvertent entry through the fence, at no additional cost to the City.
4. The Contractor shall request access to City work sites 24-hours in advance of commencing work.
5. Some of the information provided by the City to the Contractor during the performance of the work may be of a sensitive nature. The Contractor may be asked to sign a Confidentiality Agreement, and to submit employee background information for approval prior to commencement of work in sensitive areas.
6. Fence replacement work areas should be protected with temporary six (6) foot high chain-link fencing, minimum. The temporary fence plan shall be approved by the City.

##### **D-3 REFERENCE STANDARDS AND SPECIFICATIONS**

1. All materials and construction methods shall conform to the following standards and specifications:
  - a. Most recent edition of the construction specifications of the State of Ohio, Department of Transportation (ODOT) and the City of Cleveland.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

- b. ASTM A53, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
  - c. ASTM A121, Specification for Zinc-Coated (Galvanized) Steel Barbed Wire
  - d. ASTM A153, Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
  - e. ASTM A392, Specification for Zinc-Coated Steel Chain-Link Fence Fabric
  - f. ASTM A491, Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
  - g. ASTM C33, Specification for Concrete Aggregates
  - h. ASTM C150, Specification for Portland Cement
  - i. ASTM D412, Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers – Tension
  - j. ASTM D746, Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact
  - k. ASTM D792, Standard Test Method for Density and Specific Gravity (Relative Density) of Plastics by Displacement
  - l. ASTM D2240, Standard Test Method for Rubber Property - Durometer Hardness
  - m. ASTM F567, Standard Practice for Installation of Chain Link Fence
  - n. ASTM F626, Specification for Fence Fittings
  - o. ASTM F668, Specification for PolyVinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric
  - p. ASTM G152, Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
  - q. ASTM G153, Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
  - r. Chain Link Fence Manufacturer's Institute, Galvanized Steel Chain- Link Fence Fabric.
  - s. Federal Specification, RR-F-191 (latest revision), Fencing, Wire and Post, Metal (Chain-Link Fence Fabric)
2. The Contractor, upon acceptance of the contract, shall submit to the Director of Public Utilities, a certification that all materials and construction methods to be used in this contract shall meet the requirements of these specifications.
3. The City reserves the right to have samples of any materials tested for compliance by an independent testing laboratory at no expense to the Contractor. If the sample does not pass compliance test, the expense of replacing the material shall be borne entirely by the Contractor.
- a. A test failure shall be cause for the City to require the Contractor to replace the materials covered by the failed test, at no additional expense to the City; further, it may be cause for the disqualification of the Contractor in bidding on similar future contracts.
4. Payments shall be based on the unit prices bid for the work ordered, complete and accepted.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

##### **D-4 CHAIN LINK FENCE AND ACCESSORIES**

1. General: Unless otherwise requested:
    - a. Replacement fence sections shall match exactly with existing fence.
    - b. Pipe sizes specified are commercial pipe sizes.
    - c. Tube sizes specified are nominal outside dimensions.
    - d. Roll-formed section sizes are the nominal outside dimensions.
    - e. Finish for framework and appurtenances: furnish the following finishes for steel framework and appurtenances:
      1. Galvanized finish with minimum weights of zinc as follows:  
Pipe: ASTM A53, Schedule 40, 1.8-ounce zinc per square foot.  
Hardware and Accessories: ASTM A153, zinc weight per Table I, Federal Specification RR-F-191 (latest version)
      2. Polyvinyl Chloride (PVC) epoxy modified plastic resin finish, fusion bonded to heated metal, minimum 10-mil thickness. The physical properties of the PVC coating follow:  
Specific Gravity, ASTM D792; 1.30 to 1.38, Maximum  
Ultimate Tensile Strength, ASTM D412; 2,600 pounds per square inch  $\pm 5$  percent.  
Hardness, ASTM D2240; Durometer A (10 second) 93 $\pm 3$   
Ultimate Elongation, ASTM D412; 275 percent $\pm 5$  percent  
Compression Cut Resistance, Bell Labs; 2,000 psi  
Low Temperature Brittleness, ASTM D746; -20°C  
Low Temperature Flexibility, (Mandrell Wrap); -40°C  
Weatherometer Exposure, ASTM G152 and ASTM G153; with no change; 1,000 hours  
Color: Black, Green (as specified by City Representative)
2. Fabric
  - a. Furnish chain link fabric as follows:
    1. One-piece fabric width for fence heights up to twelve (12) feet, No. 9 gage wires, gauge of wire specified shall be wire gauge without any additional coatings
    2. 2-inch mesh
    3. Top selvages twisted and barbed, and bottom selvage knuckled for fabric over 60-inches high
    4. Galvanized finish with no less than 2-ounces zinc per square foot complying with ASTM A392, Class II
    5. Polyvinyl Chloride (PVC) epoxy modified resin finish, fusion bonded to heated metal, minimum 7-mil thickness. The physical properties of the PVC coating follow:  
Specific Gravity, ASTM D792; 1.30 to 1.38, Maximum  
Ultimate Tensile Strength, ASTM D412; 2,600 pounds per square inch  $\pm 5$  percent.  
Hardness, ASTM D2240; Durometer A (10 second) 93 $\pm 3$   
Ultimate Elongation, ASTM D412; 275 percent $\pm 5$  percent

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

Compression Cut Resistance, Bell Labs; 2,000 psi  
Low Temperature Brittleness, ASTM D746; -20°C  
Low Temperature Flexibility, (Mandrell Wrap); -40°C  
Weatherometer Exposure, ASTM G152 and ASTM G153; with no change; 1,000 hours  
Color: Black, Green (as specified by City Representative)

6. Height: six (6), seven (7) or eight (8) feet unless otherwise specified

3. Posts, Rails and Braces
  - a. End, Corner, and Pull Posts: Furnish end, corner, and pull posts of the minimum sizes and weights as follows:
    1. Over six (6) feet fabric height: 2.875 inches OD pipe weighing 5.79 pounds per linear foot.
    2. Over 13-feet and up to 18-feet wide: 6.625 inches OD pipe weighing 18.97 pounds per linear foot.
    3. Over 18-feet wide: 8.625 inches OD pipe weighing 24.70 pounds per linear foot.
  - b. Top and Bottom Rail: Furnish top and bottom rails, unless otherwise shown, of the following:
    1. 1.660-inch OD pipe weighing 1.35 pounds per linear foot.
    2. Furnish in manufacturer's longest lengths, with expansion type couplings, approximately 6-inches long, for each joint. Provide means for attaching the top rail securely to each gate, corner, pull, and end post.
  - c. Furnish wire fasteners at six (6) inches on center for top and bottom rail. Center Rails Between Line Posts: Furnish center rails between line posts where indicated, consisting of 1.660 inches OD pipe weighing 1.35 pounds per linear foot.
  - d. Post Brace Assembly: Furnish bracing assemblies at end and gate posts at both sides of corner and pull posts, with the horizontal brace located at mid-height of the fabric.
    1. Use 1.660 inches OD pipe weighing 2.27 pounds per linear foot for horizontal brace and 3/8-inch diameter rod with turnbuckle for diagonal truss.
  - e. Tension Wire: Furnish tension wire consisting of aluminized seven (7) gage coiled spring wire.
  - f. Barbed Wire Supporting Arms: Furnish pressed steel, wrought iron, or malleable iron barbed wire supporting arms, complete with provisions for anchorage to posts attaching three (3) rows of barbed wire to each arm. Barb arms shall be

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

vinyl-coated as fence fabric. Supporting arms shall be integral with post top weather cap. Provide following type:

1. Vee-type with two (2) arms, each at 45 degrees to vertical, one (1) set for each post where shown.
  - g. Barbed Wire: three (3) strand, 11-gage wire with 14-gage, four (4) point aluminum barbs spaced not more than five (5) inches on center, as follows:
    1. Galvanized, complying with ASTM A121, Class 3.
    2. Barbed wire coating shall be the same type as used in fence fabric.
  - h. Post Tops: Pressed steel, wrought iron, or malleable iron, designed as a weathertight closure cap, for tubular posts. Furnish 1 cap for each post unless equal protection is afforded by a combination post top cap and barbed wire supporting arm, where barbed wire is required.
    1. Furnish caps with openings to permit through passage of the top rail.
    2. All fittings shall conform to ASTM F626.
  - i. Stretcher Bars: One (1) piece lengths equal to full height of fabric, with a minimum cross-section of 3/16 inches by 3/4 inches. Provide 1 stretcher bar for each gate and end post, and 2 for each corner and pull posts, except where fabric is integrally woven into the post.
  - j. Stretcher Bar Bands: Steel, galvanized, 0.078 to 0.108 inches thick depending on post. diameter, spaced not over 15-inches on center to secure stretcher bars to end, corner, pull, and gate posts.
    1. Bands may also be used with special fittings for securing rails to end, corner, pull and gate posts.
  - k. Vinyl Coating: All vinyl-coated pipe posts, rails, and pipe gate members shall be fabricated with schedule 40 galvanized pipes. The vinyl bonding process shall include a 4-stage washing/rinsing cycle, drying cycle, primer cycle, PVC coating application cycle and curing/cooling cycle.
  - l. Feather-Lock Style Privacy Chain-Link Fence Inserts: Double wall self-top locking decorative slat No runner shall be required. This slat shall be manufactured 2" shorter than the overall height of the fence. This slat color shall match fence. Warranty: The manufacturer provides a 25-year limited pro-rata warranty.
4. Swing gates
- a. Fabricate gate perimeter frames of tubular members. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories. Space so that frame members are not more than eight (8) feet apart. Fabricate as follows:
    1. Up to six (6) feet high, or leaf width eight (8) feet or less: 1.660 inches OD pipe weighing 1.80 pounds per linear foot.
    2. Over six (6) feet high, or leaf width exceeding eight (8) feet: 1.90 inches OD pipe weighing 2.72 pounds per linear foot.
  - b. Assemble gate frames by welding or with special malleable or pressed steel fittings and rivets for rigid connections. Use the same fabric as for fence. Install fabric with stretcher bars at vertical edges. Bars may also be used at

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

- top and bottom edges. Attach stretchers to gate frame at not more than 15-inches on center. Attach hardware with rivets or by other means, which will provide security against removal or breakage.
- c. Install diagonal cross-bracing consisting of 3/8-inch diameter adjustable length truss rods on gates where necessary to ensure frame rigidity without sag or twist.
    1. Where barbed wire is shown above gates, extend the end members of gate frames 1-foot 0-inches above the top member and prepare to receive three (3) strands of wire. Provide necessary clips for securing wire to extensions.
  - d. Gate Hardware: Furnish the following hardware and accessories for each gate.
    1. Hinges: Pressed or forged steel or malleable iron to suit gate size, non-lift-off type, offset to permit 180 degrees gate opening. Provide 1-1/2 pair of hinges for each leaf over six (6) feet nominal height.
    2. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
    3. Keeper: Provide keeper for all vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.
    4. Double Gates: Provide gate stops for double gates, consisting of mushroom type or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Include locking device and padlock eyes as an integral part of the latch, using one (1) padlock for locking both gate leaves.
5. Chain-Link Cantilever Slide Gates
- a. Warranty: Provide manufacturer's standard limited warranty covering cantilever slide gate and truck assembly against failure resulting from normal use for a period of five (5) years from the date of acceptance of each cantilever slide gate. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.
  - b. Manufacturer: Products from qualified manufacturers having a minimum of five (5) years' experience manufacturing internal roller cantilever slide gates may be acceptable by the engineer if approved in writing, and if they meet all of the following design specifications, size gauge of metal parts and fabrication. Obtain chain-link fences and gates, including accessories, fittings, and fastenings, from a single source.
  - c. Gate Frames: Fabricate chain-link slide gates in accordance with ASTM F 1184, Type II, Class 2, using 2-inch (50 mm) square aluminum members, ASTM B 221, alloy and temper 6063-T6, weighing 0.94 lb/ft (1.39 kg/m). Weld members together forming rigid one-piece frame integral with top track (no substitution). Frame members to be square, straight true to within (1 mm) over a 40' span in an unstressed state. Provide two (2) truck assemblies for each gate leaf, except as indicated for gates larger than 30' (9144 mm). Frame sizes over 27' (8230 mm) in length shall be

**SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

**FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

**SECTION D - TECHNICAL SPECIFICATIONS**

shipped in two (2) parts and field spliced with special attachments provided by the manufacturer. Cantilever Slide Gate and accessories coating shall match PVC coating of chain-link fence.

d. Leaf Sizes and Cantilever Support.

Gate Leaf Sizes

Cantilever Support (Overhang)

6' (1829 mm) to 10' (3048 mm)  
11' (3353 mm) to 14' (4267 mm)  
15' (4572 mm) to 22' (6706 mm)

6'-6" (1981 mm)  
7'-6" (2286 mm)  
10'-0" (3048 mm)

For gate leaf size 23' (7010 mm) to 30' (9144 mm), weld an additional 2" (50 mm) square lateral support rail adjacent to top horizontal rail. Bottom rail shall consist of 2" X 4" (50 mm X 100 mm) aluminum member weighing 1.71 lb./ft (2.54 kg/m).

Gate Leaf Sizes

Cantilever Support (Overhang)

23' (7010 mm) to 30' (9144 mm)

12'-0" (3657 mm)

For gate leaf sizes 31' (9449 mm) to 40' (12,192 mm), weld two (2) top track/rails together forming a dual enclosed track. Provide 2 truck assemblies for each track for each gate leaf, total four (4) truck assemblies. Bottom rail shall consist of 2" X 4" (50 mm X 100 mm) aluminum member weighing 1.71 lb./ft (2.54 kg/m).

Gate Leaf Sizes

Cantilever Support (Overhang)

31' (9449 mm) to 35' (10,668 mm)  
36' (10,972 mm) to 40' (12,192 mm)

13'-6" (4115 mm)  
16'-0" (4876 mm)

For gate leaf sizes 41' (12,497 mm) to 50' (15,240 mm), fabricate 24" (610 mm) wide rigid box frame truss. Truss shall consist of dual side frames, constructed similar to standard single leaf gates, separated by square cross members and diagonal truss rod bridging. Dual side frames shall each contain top track/rail to provide support for truss

## SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES

### FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR

#### SECTION D - TECHNICAL SPECIFICATIONS

from both sides. Provide four (4) trucks for each track, a total of eight (8) for each gate between top of support posts to maintain truck assemblies in alignment with tracks.

#### Gate Leaf Sizes

41' (12,497 mm) to 50' (15,240 mm)

#### Cantilever Support (Overhang)

Custom engineered by manufacturer

- e. Bracing: Provide diagonal adjustable length truss rods of 3/8" (9.5 mm) galvanized steel and vinyl coated, in each panel of gate frames.
- f. Top track/rail: Enclosed combination one-piece track and rail, aluminum extrusion with weight of 3.72 lb./ft (5.54 kg/m). Track to withstand reaction load of 2,000 lb. (907.2 kg).
- g. Truck Assembly: Swivel type, zinc die cast, with four (4) sealed lubricant ball bearing rollers, 2 inches (50 mm) in diameter by 9/16" (14 mm) in width, and two (2) side rolling wheels to ensure truck alignment in track (no substitution). Mount trucks on post brackets using 7/8" (22 mm) diameter ball bolts with 1/2" (13 mm) shank. Truck assembly to withstand same reaction load as track, 2,000 lb. (907.2 kg).
- h. Gate Hangers, Latches, Guide Assemblies, and Stops: Malleable iron or steel, galvanized after fabrication and vinyl coated to match fence. Provide positive latch with provisions for padlocking.
- i. Bottom Guide Wheel Assemblies: Each assembly shall consist of two (2), 3" (75 mm) diameter rubber wheels, straddling bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach one assembly to each guidepost.
- j. Gate Posts: For gates under 31'-0" (9449mm): galvanized steel 4" (101.6mm) OD SCH 40 pipe, ASTM F 1083, weighing 9.1 lb./ft (13.6 kg/m). Provide 1 latch post and two (2) support posts for single slide gates and four (4) support posts for double slide gates.  
For gates 31'-0" (9449mm) or larger: two (2) pairs of support posts for each leaf (dual) 4" (100mm) OD SCH 40 pipe), ASTM F 1083, weighing 9.1 lb./ft (13.6 kg/m) each. Posts connected by welding 6-inch X 3/8-inch (12.7 X 9.5

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

- mm) plate between posts. Also, one (1) 4" (100mm) latch post. Finish to match fence.
- k. Setting materials: Concrete with a minimum 28-day compressive strength of 3,000 psi (20 MPa).
  - l. Examination:
    - 1. Verify areas to receive fencing are completed to final grades and elevations.
    - 2. Verify areas to assure sufficient space to receive gate in open position (gate and overhang).
    - 3. Ensure property lines and legal boundaries of work are clearly established.
  - m. Chain-Link Cantilever Slide Gate Framing Installation:
    - 1. Install gateposts in accordance with manufacturer's instructions.
    - 2. Concrete set gateposts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter four (4) times greater than outside dimensions of post, and depths approximately 6" (152 mm) inches deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 42" (1067mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
  - n. Gate Installation:
    - 1. Install gates plumb, level, and secure for full opening without interference.
    - 2. Attach hardware by means which will prevent unauthorized removal.
    - 3. Adjust hardware for smooth operation.
  - o. Cleaning:
    - 1. Clean up debris, unused material, and remove from the site to the satisfaction of the City.
  - p. Gate Operators:
    - 1. Obtain operators and gates, including accessories, fittings, and fastenings, from a single source.
    - 2. Gate Operator shall be Master-Halco, Access Control, La Habra, California (1-800-229-5615), Model 222 SS 1 HP, Hydraulic operator, Auto gate or approved equal. All components of the manual override shall be securely enclosed and locked in a 10-gauge steel enclosure.
    - 3. 1 HP-230V-Single phase; UL 325; Limit switches readily adjustable with normal hand tools securely locked in place after adjustment – switch contacts rated 6A; spring-loaded friction feed type drive mechanism, consisting of two drive wheels, a manual toggle-style disconnect to instantly disengage the drive wheels for manual operation; gate speed – 1.2 ft/s; drive rail 6061-T6 aluminum, 3/16" thick.
  - q. Controls: Full system capability; inherent obstruction sensing; external obstruction sensing; obstruction sensing alarm; master/slave operation

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

(required for double gates); gate movement warning; long distance control wiring; solenoid activated brake; safety loop connections; delay on reverse; on/off switch; limit switches; left hand/right hand selectable; automatic shut down; timer to close; emergency one button control station; power train disconnect.

6. Miscellaneous Materials and Accessories
  - a. Wire Ties: For tying fabric to line posts, use nine (9) gauge wire ties spaced six (6) inches on center. For tying fabric to rails and braces, use nine (9) gauge wire ties spaced 6-inches on center. For tying fabric to tension wire, use eleven (11) gauge hog rings spaced 6-inches on center. Finish of ties to match fabric finish.
    1. Manufacturer's standard procedure will be accepted if of equal strength and durability.
    2. If required, rivet bid items are based upon per linear foot in lieu of using wire ties.
  - b. Concrete: Provide concrete consisting of Portland cement complying with ASTM C150, aggregates complying with ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength 2500 pounds per square inch, using at least four (4) sacks of cement per cubic yard, one (1) inch maximum size aggregate, maximum three (3) inch slump, and two (2) percent to four (4) percent entrained air.
  
7. Execution
  - a. Inspection: Contractor must examine the conditions under which the fence and gates are to be installed and notify the City in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the City.
  - b. Preparation: Do not begin fence installation and erection before the final grading is completed with finish elevations established.
  - c. Installation:
    1. Install framework, fabric, and accessories in accordance with ASTM F567.
    2. Excavation: Drill holes of diameters and spacings shown, for post footings in firm, undisturbed or compacted soil.
      - i. Unless otherwise indicated, excavate hole depths approximately three (3) inches lower than the post bottom, with bottom of posts set not less than 36-inches below the surface when in firm, undisturbed soil. Spread soil from excavations uniformly adjacent to the fence line, or on adjacent areas of the site, as directed.
      - ii. When solid rock is encountered near the surface, drill into rock at least 12-inches for line posts and at least 18-inches for end, pull, corner, and gate posts. Drill hole at least one (1) inch greater diameter than the largest dimension of the post to be placed. If

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

- solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed the minimum depths specified above.
3. Setting Posts: Remove loose and foreign materials from sides and bottoms of holes and moisten soil prior to placing in air entrained 4,000 psi concrete.
    - i. Center and align posts in holes three (3) inches above bottom of excavation.
    - ii. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations. If fence misalignments occur, such discrepancies should be brought to the attention of the City.
    - iii. Trowel finish tops of footings for gate posts to the underside of bottom hinge. Set keeps, stops, sleeves and other accessories into concrete as required.
    - iv. Keep exposed concrete surfaces moist for at least seven (7) days after placement, or cure with membrane curing materials, or other acceptable curing method.
    - v. Grout posts set in sleeved holes, concrete constructions, or rock with grout as approved by the City.
  4. Concrete Strength: Allow concrete to attain at least 75 percent of its minimum 28-day compressive strength, but in no case sooner than seven (7) days after placement, before rails, tension wires, barbed wires, or fabric are installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength.
  5. Top and Bottom Rails: Run all rails continuously through post caps or extension arms, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturers.
  6. Center Rails: Provide center rails were indicated by the City or as required for proper installation. Install in one (1) piece between posts and flush with post on fabric side, using special offset fittings where necessary.
  7. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
  8. Tension Wire: Install tension wires by weaving through the fabric and tying each post with not less than six (6) gage galvanized wire, or by securing the wire to the fabric.
  9. Fabric: Leave approximately two (2) inches between finish grade and bottom selvage, except where bottom of fabric extends into concrete. Pull fabric taut and tie posts, rails, and tension wires. Install fabric on the security side of fence and anchor it to framework so that fabric remains in tension after pulling force is released.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

10. Repair: Coatings damaged in the shop, or during field erection, must be repaired by recoating them with manufacturer's recommended compound, applied per manufacturer's directions. Repair damage to existing fence from cutting as well.
11. Stretcher Bars: Thread through or clamp to fabric four (4) inches on center, and secure to posts with metal bands spaced fifteen (15) inches on center forming a dual enclosed track. Provide two (2) truck assemblies for each track for each gate leaf, total four (4) truck assemblies. Bottom rail shall consist of 2" x 4" (50 mm x 100 mm) aluminum member weighing 1.71 lb./ft (2.54 kg/m).

#### **Gate Leaf Sizes**

25 ft (7620 mm) to 30 ft (9144 mm)  
31 ft (9449 mm) to 32 ft (9754 mm)

#### **Cantilever Support (overhang)**

12'-0" (3658 mm)  
13'-6" (4115 mm)

For gate leaf sizes 33' (10,058 mm) to 40' (12,192 mm), fabricate 24" (610 mm) wide rigid box frame truss. Truss shall consist of dual side frames, constructed similar to standard single leaf gates, separated by square cross member and diagonal truss rod bridging. Dual side frames each contain top track/rail to provide support for truss from both sides. Provide four (4) trucks for each track, a total of eight (8) for each gate leaf. Weld steel plates between top of support posts to maintain truck assemblies in alignment with tracks.

#### **Gate Leaf Sizes**

33 ft (10,058 mm) to 35 ft (10668 mm)  
36 ft (10,973 mm) to 40 ft (12,192 mm)

#### **Cantilever Support (overhang)**

13'-6" (4115 mm)  
16'-0" (4877 mm)

#### **Gate Leaf Sizes**

41 ft (12,497 mm) to 50 ft (15,240 mm)      Custom engineered by manufacturer

#### **Cantilever Support (overhang)**

- a. Ornamental picket Infill: "U" channel rails formed aluminum, 1-3/8" (35 mm) wide x 1-1/2" (38 mm) deep, 11 gauge [0.120" (3.05 mm) wall thickness. Punch rails to receive pickets and weld inside gate frame. Pickets, galvanized steel, 1" (25 mm) square tube of gauge, spacing, and with accessories to match fence]. Attach pickets to "U" rails by 1/4" (6 mm) industrial drive rivets per # MIW 381080691.
- b. Bracing: Provide diagonal adjustable length truss rods, of 3/8" (9.5 mm) galvanized steel, in each panel of gate frames.
- c. Top track/rail: Enclosed combination one-piece track and rail, aluminum extrusion with weight of 3.72 lb./ft (5.54 kg/m). Track to withstand reaction load of 2,000 lb. (907 kg).
- d. Truck assembly: Swivel type, zinc die cast, with four (4) sealed lubricant ball bearing rollers 2" (50 mm) in diameter by 9/16" (14 mm) in width, and 2 side rolling wheels to ensure truck alignment in track (no substitution).

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

Mount trucks on post brackets using 7/8" (22 mm) diameter ball bolts with 1/2" (13 mm) shank. Design truck assembly to withstand the same reaction load as track.

- e. Gate hangers, latches, brackets, guide assemblies, and stops: Malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.
- f. Bottom guide wheel assemblies: Each assembly shall consist of two (2) 3" (75 mm) diameter rubber wheels, straddling bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach one assembly to each guidepost.
- g. Gate posts: Galvanized steel 4" (100 mm) square, weighing 9.59 lb./ft (14.27 kg/m). Provide one (1) latch post and two (2) support posts for single slide gates and four (4) support posts for double slide gates.
- h. Accessories: Preassemble panels with ornamental accessories attached with industrial drive rivets to prevent removal and vandalism.
- i. Finish: After components have been galvanized (inside and out) to provide maximum corrosion resistance, clean and pretreat with phosphate to form amorphous structure on galvanized surface for superior powder coating adhesion. Give phosphate coated surface a thorough water rinse to prepare surface for seal rinse. Seal rinse with non-chromated solution to improve corrosion resistance and adhesion of finish coat. Bake metal dry, prior to application of powder coating. Apply 2.5 mil (0.0635 mm) thickness of polyester resin-based powder coating by electrostatic spray process. Bake finish for 20 minutes (1.2 Ks) at 450°F. (232°C.), metal temperature. Preferred color is Black.
- j. Manufacturers: Approved manufacturers include Monumental Iron Works-Imperial, and Ameristar Fences-Impass II others if approved equal by City.

#### **8. Operators**

- a. Base and Enclosure: The operator stand shall be 3" posts embedded in concrete or optional pedestal mount stand constructed of 5" welded channel. Units shall be enclosed with a weatherproof cover with welded seams: covers shall be powder coated. Material shall be 16-gauge galvanized steel with rain deflective embossments that will not allow cover to collect water. Operator cover shall have factory attached warning/caution signs. Housing shall completely protect the operator and disconnect mechanism. Housing shall be large enough for any additional apparatus such as vehicle detectors or timers.
- b. Mechanical: The unit shall utilize gear head drive motor. Gears shall consist of hardened steel, machine cut, worm and mating bronze gear running in oil bath. A#5100 specialty oil with a pour point of -60 degrees will be used to eliminate the need for heaters in extremely cold areas.
- c. Mechanical overload protection shall be provided within worm gear motor speed reduction and shall be fully adjustable providing a full range of slippage. Internal multi-disc clutch shall be in constant oil bath

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

preventing replacement of clutch pads. Clutching systems not within the gearbox unit shall not be used. Operator shall have a manual disconnect in case of power failure. An internal time delay shall be furnished to protect clutch burnout should the gate be obstructed. After 90 seconds of running, in any direction, a timer shall turn off motor. A non-electrical, self-adjusting, mechanical brake shall be provided. Braking system shall positively stop the gate and prevent coasting. Solenoid braking system shall not be used. Drive chain and sprockets shall be minimum #41.

- d. Electrical: Motor shall be minimum of 3/4 horsepower high starting torque continuous duty motor with double shielding ball bearing. Motor shall be suitable for operation on 460 Volt, 3 phase 60 Hz power. Starter shall be contactor type magnetic reversing with electrical and mechanical interlocks. Single-phase motor shall be externally protected against overload and under voltage in the start and run winding. Three-phase motor has external overload protection. Control circuit shall be 24 VAC. Operator shall be prewired to accept all options including radio control, timer to close, vehicle detectors, keypads, key switches and key card readers. Operator shall be equipped with control circuit kill switch.

When in manual operation, control circuit power is terminated, preventing accidental electrical operation. Gate operator shall be controlled by a Tectonics control board with self-diagnostic capabilities. Printed circuit board shall contain color coded terminal wiring for rapid wiring identification. Fully insulated female quick slide and block spades shall be furnished providing improved conductivity and flash over protection.

Operator shall have override circuit that provides complete control of the gate (from external controls) while closing. Provide remote control stations to allow operation of the gate from a remote location.

Early alert audible signal: Operator shall have early alert audible signal, which continues until gate comes to a complete stop.

Warning Kit: Warning kit shall provide 36 yards of yellow/black caution tape meeting OSHA specifications, two internationally recognized "Danger Do Not Touch" and four yellow/black caution and warning signs.

All low voltage shall terminate on a clearly labeled terminal strip and shall be color-coded to match color-coded wiring diagram. Limit switches shall be rotary type that are readily adjustable and securely locked in place after adjustment, with no tools required.

9. Anchor Bolts  
Furnish anchor bolts and nuts of ample size and strength for the purpose intended, sized by the equipment manufacturer. Provide hooked anchor bolts for direct embedment during placement of concrete. Anchor bolt materials shall be TYPE

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

304 stainless steel and shall conform to the requirements of Section 05051, Anchor Systems.

10. Lubricants  
Furnish all oil and grease as required for initial operation in addition to a full year supply. Use products recommended by the manufacturer.
11. Ornamental picket gate framing installation:
  - a. Install gate post in accordance with manufacturer's instructions.
  - b. Concrete set gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter four (4) times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts.
  - c. Gate posts and hardware: Set keepers, stops, sleeves and other accessories into concrete. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
12. Gate installation:
  - a. Install gates plumb, level, and secure for full opening without interference.
  - b. Attach hardware by means, which will prevent unauthorized removal.
  - c. Adjust hardware for smooth operation.
  - d. Install in a manner and to the tolerances recommended by the equipment manufacturer.
  - e. Brace guides and frames during placement of concrete.
  - f. Set anchor bolts in accordance with approved manufacturer's drawings.
  - g. Provide minimum of one inch of non-shrink grout below all floor stands.
13. Swing gates
  - a. Gate Frames: Fabricate ornamental picket swing gate using galvanized steel members, ASTM A78, structural quality steel, 45,000 psi tensile strength, with galvanized G90 coating. Frame members must be welded using stainless steel to form rigid one (1) piece unit. Minimum size vertical uprights, 2" square 13-gauge wall thickness.
  - b. Ornamental picket infill: "U" channel rails, formed from hot rolled, structural steel, 1-3/8" wide x 1-1/2" deep, 11-gauge wall thickness. Punch rails to receive pickets and weld inside gate frame. Pickets, galvanized steel, square tube of gauge, spacing, and accessories to match fence. Attach pickets to "U" rails by 1/4" industrial drive rivets, size #4.
  - c. Bracing: Provide diagonal adjustable length truss rods on gates to prevent sag.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

- d. Hardware Materials: Galvanized steel or malleable iron shapes to suit gate size.
  - e. Hinges: Structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180°.
  - f. Latch: Capable of retaining gate in closed position and have provision for padlock.
  - g. Keeper: Provide keeper for each gate leaf over 5' wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full, open position.
  - h. Gate Posts: Square members, ASTM A787, structural quality steel 45,000 psi tensile strength, with galvanized G90 coating; size 6" square.
  - i. Polyester Powder Coat Finish: After components have been galvanized to provide maximum corrosion resistance, pre-treat, clean, and prepare galvanized surface to assure complete adhesion of finish coat. Apply 2.5 mil thickness of polyester resin-based powder coating by electrostatic spray process. Bake finish for 20 minutes at 450°F, metal temperature. Color to match ornamental picket fence.
14. Miscellaneous Materials and Accessories
- a. Concrete: Provide concrete consisting of Portland cement complying with ASTM C 150, aggregates complying with ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength 3000 pounds per square inch, using at least four (4) sacks of cement per cubic yard, 1-inch maximum size aggregate, maximum 3-inch slump, and two (2) percent to four (4) percent entrained air.
  - b. Assemble panels with ornamental accessories attached using industrial drive rivets to prevent removal and vandalism.
  - c. Rail Attachment Brackets: die cast of zinc (ZAMAK #3 Alloy) per ASTM B86-83Z 33521. Ball and socket design capable of 30° swivel (up/down and left/right). Bracket to fully encapsulate rail end for complete security.
  - d. Industrial Drive Rivets: Rivets shall be of sufficient length to attach items in a secure, non-rattling position. Rivet to have a minimum of 1100 lbs. holding power and a shear strength of 1500 lbs.
  - e. Ornamental Picket Fence Accessories: Provide all items required for a complete fence system. Galvanize each ferrous metal item in accordance with ASTM B695 and finish to match framing.
  - f. Post Caps: Formed steel, cast of malleable iron or aluminum alloy, weathertight closure cap. Provide one BENT PICKET style post cap for each post.
  - g. Rings: Cast aluminum. Attach ring to top rail by inserting mounting blocks into top rail and riveting through side of rail using ¼" industrial drive rivet. Hold bottom of ring in place by dowel that protrudes from ring through predrilled hole in bottom rail.
  - h. Picket Tops shall be Pressed Steel Point style.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

15. Execution
- a. Inspection: Contractor and his installer must examine the conditions under which the fence and gates are to be installed and notify the City Representative in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the City Representative.
  - b. Preparation: Do not begin fence installation and erection before the final grading is completed, with finish elevations established.
  - c. Installation:
    1. Install fence and gates in accordance with manufacturers' instructions.
    2. Space posts uniformly at 7' 8-3/4" maximum face to face unless otherwise indicated.
  - d. Excavation: Drill holes of diameters and spacings shown, for post footings in firm, undisturbed or compacted soil.
    1. Unless otherwise indicated, excavated hole depths approximately three (3) inches lower than the post bottom, with bottom of posts set not less than 36 inches below the surface when in firm, undisturbed soil. Spread soil from excavations uniformly adjacent to the fence line, or on adjacent areas of the site, as directed.
    2. When solid rock is encountered near the surface, drill into rock at least 12 inches for line posts and at least 18 inches for end, pull, corner, and gate posts. Drill hole at least one (1) inch greater diameter than the largest dimension of the post to be placed. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed the minimum depths specified above.
  - e. Setting Posts: Remove loose and foreign materials from sides and bottoms of holes and moisten soil prior to placing concrete.
    1. Center and align posts in holes three (3) inches above bottom of excavation.
    2. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
    3. Trowel finish tops of footings, and slope or dome to direct water away from posts. Extend footings for gate posts to the underside of bottom hinge. Set keeps, stops, sleeves and other accessories into concrete as required.
    4. Keep concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
    5. Grout posts set in sleeved holes, concrete constructions, or rock with grout, as specified in Section 03600, Grout.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

- f. Surface mount (wall mount) posts with mounting plates where indicated. Fasten with lag bolts and shields.
  - g. Check each post for vertical and top alignment and maintain in position during placement and finishing operation.
  - h. Align fence panels between posts. Firmly attach rail brackets to posts with ¼" bolt and lock nut, ensuring panels and posts remain plumb.
  - i. Gate posts and hardware: Set keepers, stops, sleeves into concrete. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
  - j. Gate Installation:
    - 1. Install gates plumb, level and secure for full opening without interference.
    - 2. Attach hardware by means which will prevent unauthorized removal.
    - 3. Adjust hardware for smooth operation.
  - k. Concrete Strength: Allow concrete to attain at least 75 percent of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, barbed wire, or fabric is installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength.
16. Repair/Restoration: Repair or replace any broken or bent components as directed by the City.
17. Adjustment and cleaning:
  - a. Cleaning shall be performed to the satisfaction of the City.
  - b. Adjust all fencing and gates and leave in good working condition.
18. Protection: Protect gates and fencing from construction traffic until acceptance of the work.

#### **D-5 Anti-Climb High Security Fence System**

WELDED WIRE MESH FENCE SYSTEM - SINGLE FABRIC ½" x 3" x 10.5 GAUGE PVC COATED, STANDARD PANEL WIDTHS 7' 3" FOR STANDARD 7' ON CENTERS

- 1. Scope:

This specification covers fencing materials for a completely galvanized coated welded wire mesh fence system and gates, including accessories and installation.
- 2. Reference ASTM Documents:
  - a. A 307 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile (414 MPa.).
  - b. An 853 - Standard Specification for Steel Wire, Carbon, for General Use

## SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES

### FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR

#### SECTION D - TECHNICAL SPECIFICATIONS

- c. C 94 - Ready-Mix Concrete.
  - d. F 567 - Standard Practice for Installation of Chain Link Fence.
  - e. F 626 - Specification for Fence Fittings
  - f. F 900 - Specification for Industrial and Commercial Swing Gates.
  - g. F 1043 - Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
  - h. F1916 - Standard Specifications for Selecting Chain Link Barrier Systems with Coated Chain Link Fence Fabric and Round Posts for Detention Applications. (For grounding, reference only)
3. Material
- a. Strength requirements for posts shall conform to ASTM F 1043. The product of the yield strength and section modulus shall not be less than that for pipe conforming to ASTM F 1083.
  - b. Products shall be new from recognized, reputable manufacturers. The manufacturers shall have a minimum of two (2) years' experience. Used, re-rolled or re-galvanized material is not acceptable.
  - c. Welded Wire Fabric shall be fabricated from low carbon steel wire and electronically control welded, forming a specified mesh size. Manufacturers: Riverdale Mills Corp., Northbridge, MA., Tel: 1-800-762-6374 or email at [sales@riverdale.com](mailto:sales@riverdale.com) OR Engineer Approved Equal
  - d. The wire shall conform to ASTM A 853 Grade AISI 1006, having a minimum tensile strength of 70,000 PSI (485 MPa.) After welding the fabric is hot-dipped, galvanized with a minimum 1.2 oz zinc/ft<sup>2</sup> followed by a 10 mil (0.25 mm) minimum PVC coating.
    - 1. PVC coating shall be thermally fused and adhered to a primer, which is thermally cured onto the galvanized steel core wire.
    - 2. PVC coating shall be applied in a continuous process.  
**Note:** Welded mesh is measured from wire center to wire center, whereas chain link mesh openings are measured inside to inside of the diagonal wires with 1/8" (3 mm) tolerance. i.e. Welded mesh wires located 2¼ inches oc (57 mm) and compared to two (2) inch (51 mm) chain link have the same mesh openings.
  - e. Fabric Heights:
    - 1. Perimeter Fences typically 8-16 feet or as required single panel construction ½" x 3" X 10.5 gauge. (12.7 mm x 76 mm x 3.25 mm) panel size 7'-3" wide x required height (2.21m).
    - 2. If required, buried fabric separate piece ½" x 3" x 10.5 gage (12.7 mm x 76mm x 3.25mm) panel size 7' - 3" x 2' high (2.21m x 0.61m)
  - f. Framework: Framework strength and coating shall be in accordance with ASTM F 1043.
    - 1. Grade A Pipe, hot-dipped galvanized Schedule 40 pipe

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

conforming to ASTM F 1043 Group 1A.

2. Grade B Pipe, manufactured by cold rolling and radial frequency welding, the steel shall conform to ASTM F 1043 Group IC with a minimum yield strength of 50,000 PSI. (344.0 MPa.). Exterior and Interior coatings shall be in accordance with ASTM F 1043.
3. "C" post, manufactured by cold forming shall conform to ASTM F 1043 Group II with minimum yield strength of 60, 000 PSI. (413.7MPa) "C" post size 3¼" x 2½" x .130 wall. (83 mm x 64 mm x 3.3 mm)
- g. Wind loads: Post shall withstand 70 M.P.H. minimum wind load.
- h. Manufacturers: Gregory Industries Inc., Canton, OH 44710.  
Tel: 330-477-4800 or email [contact@gregorycorp.com](mailto:contact@gregorycorp.com)  
OR Engineer approved equal
4. Post Sizes: As determined in accordance with previous approved practices line, terminal and gate post shall not be less than 95% of the nominal weight conforming to (ASTM F 1043 Group 1A, 1C. and 11.)
  - a. "C" Post 3¼" x 2½x 0.160 wall are acceptable "C" line post with flat attaching bars used to secure welded mesh to post. "C" post brackets spaced 15" o.c. also acceptable for attaching welded mesh to "C" line post. 4" diameter tubular post shall be used as terminal post, exceptions may apply to gate post.
5. Rail Size:
  - a. 1-5/8" diameter rails located at the top and bottom of the fence.
  - b. "C" rails 1.625 x 1.25 x 0.80" wall are acceptable for top and bottom rail locations.
  - c. Secure welded mesh to rails with nine (9) gauge tie wires (Section 2.1G 5,6, and 7).
6. Fittings and Accessories
  - a. Post Tops: Pressed steel or malleable iron, designed as a weather tight enclosure for tubular post. Weather tight enclosures are not required for "C" post.
    1. Provide one cap for each exposed tubular post end, unless equal protection is afforded by combining post top and barbed wire supporting arm if used. Post caps not required for "C" post.
  - b. Preformed Power Twisted Ties: Fabric attachment to rails,

## SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES

### FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR

#### SECTION D - TECHNICAL SPECIFICATIONS

nine (9) gauge ties for fabric sizes 10.5 gauge and larger. Ties shall be aluminized with a minimum coating of 0.40 oz. aluminum/ft<sup>2</sup> or galvanized.

- c. Tie Spacing for top rails are at intervals not exceeding 24", bottom rail tie spacing intervals not to exceed 12".
- d. Line Post and Terminal Post Brackets: Spacing for line and terminal posts are at intervals not exceeding 15" See shop drawing for bracket locations.

#### 7. Execution:

- a. Installation of the Framework Components shall be in accordance with ASTM F 567 when applicable and as specified herein. Larger corner posts are not required for welded mesh installations.
- b. Installation of Welded Wire Fabric components: follow the manufacturer's recommendations.
  - 1. Tolerance: Top to bottom of panel one inch post to panel misalignment tolerance. This tolerance covers those areas where minor grade change can be accommodated; panels are out of square, occasional workmen's oversight and post out of plumb.
- c. Site Preparation: Prior to the installation, all necessary grading and cleaning on both sides of the fence shall be performed by the General Contractor or others responsible for site grading.
  - 1. Grading shall be done in such a manner as to provide a straight, flat and level surface. Soil or stone fill shall be thoroughly compacted.
  - 2. All excavation shall be coordinated with respect to electrical and mechanical component installations. All existing utilities shall be located prior to starting excavation.
  - 3. Erect the fencing in straight lines between angle points. Erect framework in accordance with ASTM F 567 and as approved by shop drawings. All fencing shall be grounded as shown on the drawing and as specified herein. (3.1 M).

**Note:** Grounding shall be completed by electrical contractor.

- d. Minimum Post Hole Diameters for 2.375" (60 mm) are 10.0" (254 mm), 2.875" (73 mm) are 12.0" (305 mm), 4.0" (102 mm) are 16" (406 mm), 6.625" (168 mm) are 24.0" (610 mm), and 8.625" (219 mm) are 32.0" (813 mm) (Table 1 for Post Hole Depth.).

**SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

**FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

**SECTION D - TECHNICAL SPECIFICATIONS**

Post Hole Depth Table 1

<b>Exposed Height of Fabric</b>	<b>Line Post</b>	<b>Corner/End Pull Post</b>	<b>Setting Depth</b>
<b>6 ft.</b> 1.8 m	2.375 60 mm	2.375 60 mm	30 762 mm
<b>7 ft.</b> 2.1 m	2.375 60 mm	2.375 60 mm	33 838 mm
<b>8 ft.</b> 2.4 m	2.375 60 mm	2.375 60 mm	36 914 mm
<b>9 ft.</b> 2.7 m	2.875 73 mm	2.875 73 mm	39 990 mm
<b>Exposed Height of Fabric</b>	<b>Line Post</b>	<b>Corner/End Pull Post</b>	<b>Setting Depth</b>
<b>10 ft.</b> 3 m	2.875 73 mm	2.875 73 mm	42 1066 mm
<b>11 ft.</b> 3.4 m	2.875 73 mm	2.875 73 mm	45 1143 mm
<b>12 ft.</b> 3.7 m	2.875 73 mm	2.875 73 mm	48 1219 mm
<b>13 ft.</b> 4 m	2.875 73 mm	2.875 73 mm	51 1295 mm
<b>14 ft.</b> 4.3 m	4.0 102 mm	4.0 102 mm	54 1372 mm
<b>15 ft.</b> 4.6 m	4.0 102 mm	4.0 102 mm	57 1447 mm
<b>16 ft.</b> 4.9 m	4.0 102 mm	4.0 102 mm	60 1524 mm

Note: Posts depths shall be a minimum of 24", (610 mm) plus 3" (76 mm) for each 1 Ft. (.305 m) increase in the fence height over 4 ft. (1.2 m) (ASTM A 567)

- e. Post Holes in Solid Rock or Concrete: Drill holes into solid rock or concrete 1/2" (13 mm) wider than pipe diameter, and 18" (457 mm) deep for end, corner and gate posts and 12" (305 mm) deep for line post.  
Half-fill the void with non-shrinkable grout and force the post to the bottom of the hole, leaving no voids. Crown the grout to shed water. The use of sleeves in new concrete is recommended.
- f. Concrete Mix: Shall be in accordance with ASTM C 94 with maximum 3/4" (19 mm) aggregate and having a minimum compression strength of 3000 PSI (20.69 MPa.) at 28 days. Concrete shall be thoroughly worked into the post holes leaving no voids.
- g. Allow concrete to cure a minimum of (seven (7) days) before installing fence fabric or fittings. The top surface of the post footing shall have a crown water shed finish.
- h. Post Spacing: Space post equal distance in the fence line to a maximum of 81' on center (2.4 m). No terminal posts larger than

## SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES

### FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR

#### SECTION D - TECHNICAL SPECIFICATIONS

- line post required, except for gate post; welded mesh requires no stretching.
- i. Ground Cover: After the filter fabric is installed cover zone between fences with a 5" (127 mm) depth of crushed stone, 1" (25.4 mm) - 1½" (38 mm) #2 aggregate. The filter fabric and stone should extend 6" (152 mm) beyond the exterior fence and up to the interior fence.
  - j. Rails: Install rails as called for on the shop drawings and in these specifications. Match existing rails. All rails shall be installed on the side of the fence which is being protected to provide the least access for climbing. No corner bracing required for welded wire fabric installations
    1. Top rails, with the use of 7" (178 mm) sleeve, shall run continuously through the top caps or extension arms. Bottom rails shall be connected to the line and terminal post using boulevards or bands and rail ends. Attachment bolts for bands shall be 5/16" (7.9 mm) x 1 ½ " (38 mm) carriage bolts with nuts.
    2. Boulevard bolts shall be 3/8" (10 mm) minimum in diameter. Bottom rail locations shall correspond with this specification, existing fence line, and drawings.
    3. Two (2) way brace bands and rail ends may be used in place of boulevards.
  - k. Welded Wire Fabric General: Welded wire panels are fabricated to correspond with the widths and heights specified. Welded mesh panels are attached with a combination of brackets and tie wire in accordance with the shop drawing.
    1. **Option (1)** Continuous flat bar drilled 12" (305 m) o.c. running top to bottom of exposed fabric.
    2. **Option (2)** Preformed 1" (25.4 mm) x 10 gage (3.4 mm) thick two (2) piece brackets, zinc coated are secured to the line post with 5/16" (7.9 mm) carriage bolts. Terminal post connections are comprised of tension bands. Band spacing shall not exceed 15" (381 mm) for terminal post. See corner connection detail for securing tension bands. Continuous punched "C" post and flat bar method preferred over round post.
  - l. Grounding to the Earth: Grounding and bonding of the perimeter systems shall be in accordance with the N.E.C. (National Electric Code), N.E.S.C. (National Electric Safety Code) ASTM F 1916 and as specified herein.
    1. Fences crossing power lines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet (46 m) on each side of crossing. Where electronic detection is an integral part of the fence, grounding electrodes shall be installed at 200'. (61 m) intervals along the fence line. (For additional information consult with the electronic system manufacturer.)

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

2. The grounding electrodes shall be a minimum 3/4"(19 mm) diameter x 10' (3 m) long copper clad rod, driven into the earth until the top is 12 in (305 mm) below grade. Attach a No. 2 AWG bare stranded copper conductor by exothermically welding to the ground rods and extend underground in the immediate vicinity of the fence post. Secure the grounding conductor to the post with 5/16" (7.9 mm) self-tapping galvanized or stainless-steel bolts and approved copper compression terminal ends or clamps.
  3. After grounding connections have been completed, perform a ground resistance test in the presence of the City's representative. The ground resistance shall not exceed 25 OHMS under normal dry conditions. Where resistance requirements cannot be attained, install additional rods no closer than 6' (1.8 m) on center. Install no more than two additional rods at each location.
8. Cleaning: Cleaning shall be completed to the satisfaction of the City.
  9. Repair/Restoration: Repair or replace any broken or bent components as directed by the City.

#### **D-6 Securex Retro Fence System**

1. The system will include high security expanded metal mesh panels and fittings. All components shall meet or exceed the following standards:
  - a. ASTM A123 Standard Specification for Zinc Coatings on Iron and Steel Products.
  - b. ASTM F900 Specification for Industrial and Commercial Gates.
  - c. ASTM F1267 Standard Specification for Metal, Expanded Steel.
  - d. ASTM F2548-06 Standard Specification for Expanded Metal Fence systems for Security Purposes.
  - e. ASTM F2780 Standard Specification Guide for Design and Construction of Expanded Metal Security Fences.
  - f. ASTM F1083-06 Standard Specification for Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded for Fence Structures.

#### **D-7 Guard Rails**

1. Guard rail shall meet all of the current materials and installation specifications of the Ohio Department of Transportation for Type IV Deep Beam guard rail with W6x9 galvanized steel posts (set in 12" x 44" deep concrete foundations) and standard flared end sections.
2. Deep beam rail end sections and fastenings shall meet AASHTO M180, Class A, Type 2.

**SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

**FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

**SECTION D - TECHNICAL SPECIFICATIONS**

- 3. Galvanized steel post shall conform to ASTM A36, galvanized in accordance with ASTM A123, set as 12'-6" centers.
- 4. Payment shall be made for installed and accepted Type IV guard rail, including all work, labor, tools, materials and incidentals.
  - a. Per linear foot for deep beam rail, measured center of end post to center of end post.
  - b. Per each for standard flared end sections and W6x9 galvanized steel posts (with concrete foundations).

**D-8 Black Vinyl Windscreen**

- 1. Windscreen Material: Black vinyl windscreen material shall be 5.9 ounce per square yard in accordance with ASTM D-3776, with an air porosity of 90 cfm per ASTM D-737. Horizontal and vertical thread construction 30x13.
  - a. Yarn shall have a tensile strength (grab method) warp of 235 lbs. And fill 210 lbs per ASTM D-1682, with 95% shade-43419.
  - b. The elongation (grab method) shall have a warp of 16% and fill 14% in accordance with ASTM D-1682.
- 2. The black vinyl windscreen shall be provided in accordance with the following table:

	<u>Strength</u>	<u>Per</u>
Tear	Warp 130lbs., fill 80%	ASTM D-3261
Puncture	140 lbs.	ASTM C-3787
Burst	465 lbs./sq. in.	ASTM D-3786

**D-9 Vertical Pivot Lift Gates**

This work consists of all labor, materials and incidentals necessary to maintain, repair, furnish and/or install Vertical Pivot Lift (VPL-24) type gate systems.

Each VPL access gate system shall include the following features as a minimum:

- 1. The automatic security gate and operator system to be furnished shall be new and unused, of modern design and of the manufacturer's latest current **UL-325 compliant** production model. In general, unless otherwise specifically indicated, all requirements specified herein are minimum. However, variations of such minimums shall not be such as to create an unbalanced relation between or within the component parts of the equipment.
- 2. Adequate and conveniently located service facilities are important and may be considered in determining the lowest responsive and responsible bidder. The Contractor shall provide all warranties.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

3. DPU Divisions may reject or require the replacement of any equipment or any part thereof which fails to conform to the requirements of the specifications or any of the other contract documents.
4. The automatic security gate and operator to be furnished shall be a commercial, continuous duty unit, utilizing a 24-volt DC system that operates on a spring counter- balance vertical pivot lift principle. There are NO hydraulics used in this unit.
5. Two (2) 12-volt batteries shall be charged by the main operator circuit board, with a 120v AC main power supply (Marine).
6. The battery shall be enclosed in a vented enclosure.
7. The operator enclosure shall be constructed with an 11 ga. tubular steel frame, 18 ga. Galvaneal outer skin, with the operator mounting pads and fasteners to be 3/8" - 304 Stainless Steel.
8. Gate system keys and switches shall be provided as follows:
  - a. Cabinet Door, Chicago No. 2382
  - b. Pushbutton Control Switch
  - c. One Main DC Power Switch
  - d. One Main AC Power Switch
9. All electrical controls shall be enclosed in a Nema 4X corrosion resistant JIC box provided with a continuous hinged cover.
10. All exposed control wiring shall be contained in flexible, seal-tight conduit or enclosed in the operator cabinet.
11. The maximum operator size shall be 68" L x 51" H x 30" W.
12. The selection of paint color will be made from the manufacturer's standard colors at the time of quotation approval.
13. The system shall provide for a Duty Cycle of not less than 1,000 cycles per day, with an open or close cycle time of ten (10) to twelve (12) seconds.
14. A 1/3 HP, 24v DC gear motor with ball bearings, hardened steel metal gears and replaceable brushes shall be provided.
15. The gate operator shall have a Dual Drive Belt System. The main operator bull wheel and shaft shall be designed so that proper alignment with the drive sheave is maintained to prevent drive belts from slipping. The main operator bull wheel shall be supported with flanged sealed, self-aligning bearings allowing belt replacement without loosening bearings.
16. The electronic board will have a two (2) second electronic safety reverse feature and adjustable time delay closure from 0 to 35 seconds.
17. All safety control recommended components include:
  - a. One (1) Reversing Loop Amplifier
  - b. One (1) IFR (Infra-Red Reversing Beam)
  - c. Two (2) 6' x 10' Preformed Loops with 50' Lead-In.
18. Access Controls to be determined and must be compatible with gate operator.
19. Emergency Entry to be determined by local Authorities and advised.
20. The manufacturer shall provide a three (3) year warranty from the date of acceptance. This warranty shall include the repair or replacement of all manufactured components proved to be defective by the manufacturer and include all component manufacturers' warranties on any purchased equipment.

## **SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES**

### **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIR**

#### **SECTION D - TECHNICAL SPECIFICATIONS**

##### **D-10 Site Restoration**

1. The Contractor shall restore the site(s) of their work, storage and access areas to an acceptable condition (compatible with adjacent areas) as an integral part of their work including all existing ground preparation, fertilizing and reseeded, prior to the acceptance, approval and payment for the ordered work.
2. All costs associated with restoring the site including all labor, materials, tools, equipment and incidentals, shall be included in the unit prices bid for the various items included in this contract.

No separate payment shall be made for site restoration.

OHIO DEPARTMENT OF COMMERCE  
DIVISION OF LABOR & WORKER SAFETY  
PREVAILING WAGE RATES

The contractor shall abide by the Prevailing Wage Rates for  
The State of Ohio as obtained from the website:

<http://www.com.ohio.gov/laws/>

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## Prevailing Wage Notification

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in a revocation or suspension of any and all City of Cleveland certifications held by the contractor and/or subcontractor as well as suspension or debarment from eligibility to compete for any future City of Cleveland work.

A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau.

**Printed copies of Prevailing Wage Rates are also available upon request to bidders at Room 128 City Hall, 601 Lakeside Ave., Cleveland OH. There is a charge of 5 cents per page.**

It is entirely the Bidder's responsibility to ascertain for him or her self any and all Prevailing Wage Rates that apply to this contract, to develop and submit a bid that complies in all aspects to the Ohio Prevailing Wage Laws, Chapter 4115 O.R.C., and, should a contract be awarded to the Bidder, to comply completely with any and all applicable requirements of Ohio Prevailing Wage Laws, Chapter 4115 O.R.C. and the City of Cleveland throughout the entire contract.

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed Form whpw1512: Prevailing Wage Notification to Employee in accordance with Section 4115.05 O.R.C., showing the classification, hourly pay rate and fringes, and identifying the City's Prevailing Wage Coordinator (CPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained

from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

Upon completion of the contract and before the final payment, the Contractor shall submit to the CPWC a final wage affidavit, by executing Form LAW1003: Affidavit of Compliance PREVAILING WAGES, or equal, in accordance with Section 4115.07 O.R.C. stating that all wages have been paid in conformance with the minimum rates set forth in the contract. This affidavit must be submitted to the City before the surety is released or final payment due under the terms of the contract is made.

It is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 O.R.C. are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the City of Cleveland or the State of Ohio. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

Compliance with Prevailing Wage is of the essence of the contract. Section 123.08(b) (6) (c) C.O. establishes the Director of O.E.O. as responsible for compliance. Each department has a Prevailing Wage Coordinator. Each project has a Prevailing Wage Coordinator, who shall be designated the CPWC for the project. The Contractor is responsible for cooperating fully with all City personnel in administering Prevailing Wage.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this Prevailing Wage Notification, the City may terminate the contract, suspend or debar the Contractor or subcontractor, suspend or cancel all City certifications held by the Contractor or subcontractor, and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

This notice shall become an integral part of any contract or contracts issued pursuant to this Invitation to Bid.

Jeh120709

## **Cleveland Division of Water**

### **Prevailing Wage Procedures**

Per the prevailing wage provisions specified in the Contract, for the duration of this Contract, the Contractor is responsible for providing a payroll schedule and certified payrolls for all work performed by your company as well as that of your subcontractors on this Contract. All payroll submissions are to include a signed form (a blank copy of which was included in your prevailing wage package) certifying that all payrolls have been prepared per the provisions of the prevailing wage laws of the State of Ohio.

All prevailing wage documents are to be submitted for review to the Deputy Project Director for Public Utilities, DeAndrea Pruitt. All payrolls must be submitted through the cloud-based software LCPTTracker. For project that have a duration over four months the payrolls must be submitted by the 15<sup>th</sup> of the following month, work was performed. Projects that are four months or less must submit certified payrolls on a weekly basis. Further, at the conclusion of the Contract no final payment shall be issued until the Contractor submits a signed affidavit certifying that he/she paid prevailing wages for the entire period of the Contract.

Rev. 9/9/2022

## Search Prevailing Wage Rates

### To view the current commercial prevailing wage rates:

- Select the county that the prevailing wage project takes place in.
- Counties with an asterisk (\*) include rates that only cover part of that county. See "Special Jurisdictional Note" on the wage rate sheet for more information.
- Be sure to check both the county with an asterisk (\*) and without for a full list of rates for that county.

### To download wage rates:

- Select the wage rates that you would like to download.
- Click 'DOWNLOAD (PDF)'.

**Please note:** You can only download 100 rates at a time and the PDF download process may take some time to complete. Kindly remain on this page while your file is being generated.

**Notice:** If you are selecting a county and no rates are pulling up, your session has most likely timed out. Please log out of the portal, restart your browser, and log back in. In the future, log out of the portal before closing the application to prevent a session timeout issue.

Select a County: Cuyahoga

DOWNLOAD (PDF)

<input type="checkbox"/> Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date		
<input type="checkbox"/>	Asbestos Local 207	Asbestos Worker	Commercial	08/06/2025	08/06/2025	View
<input type="checkbox"/>	Asbestos Local 3 Heat & Frost Insulators	Asbestos Worker	Commercial	08/20/2025	08/20/2025	View
<input type="checkbox"/>	Boilermaker Local 744	Boilermaker	Commercial	06/05/2024	06/05/2024	View
<input type="checkbox"/>	Bricklayer Local 23 (Cleveland Marble Finisher)	Bricklayer	Commercial	05/01/2024	05/01/2024	View
<input type="checkbox"/>	Bricklayer Local 23 (Cleveland	Bricklayer	Commercial	05/01/2024	05/01/2024	View

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
Marble Mason)					
Bricklayer Local 23 (Cleveland Terrazzo Finisher)	Bricklayer	Commercial	05/01/2024	05/01/2024	<a href="#">View</a>
Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)	Bricklayer	Commercial	05/07/2025	05/07/2025	<a href="#">View</a>
Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)	Bricklayer	Commercial	05/07/2025	05/07/2025	<a href="#">View</a>
Bricklayer Local 23 (Cleveland)	Bricklayer	Commercial	05/07/2025	05/07/2025	<a href="#">View</a>
Bricklayer Local 23 Heavy Hwy (A)	Bricklayer	Commercial	03/25/2026	03/25/2026	<a href="#">View</a>
Bricklayer Local 23 Heavy Hwy (B)	Bricklayer	Commercial	03/25/2026	03/25/2026	<a href="#">View</a>
Carpenter Commercial Zone NEO 1A	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
Carpenter Floorlayer Zone NEO 1A	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
Carpenter Hev Hwy Zone NHH C1-B	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
Carpenter Insulation Zone NEO 1A	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
Carpenter Millwright NE Zone M1-A	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
<input type="checkbox"/> Carpenter Pile Driver					
<input type="checkbox"/> Hev Hwy Zone NHH P2-B	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
<input type="checkbox"/> Cement Mason Local 404	Cement Mason	Commercial	05/01/2024	05/01/2024	<a href="#">View</a>
<input type="checkbox"/> Cement Mason Local 404 Hev Hwy	Cement Mason	Commercial	05/01/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 38	Electrical	Commercial	04/30/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 38 Lightning Rod	Electrical	Commercial	07/09/2025	07/09/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 38 Lt Commercial Northern	Electrical	Commercial	01/07/2026	01/07/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 38 Voice Data Video	Electrical	Commercial	04/30/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Cleveland Commercial Projects	Electrical	Commercial	01/21/2026	01/21/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Cleveland Municipal Power & Transit	Electrical	Commercial	01/21/2026	01/21/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland	Electrical	Commercial	01/21/2026	01/21/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 High Tension	Electrical	Commercial	01/07/2026	01/07/2026	<a href="#">View</a>

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
Pipe Type Cable					
<input type="checkbox"/> Electrical Local 71 Outside Utility Power	Electrical	Commercial	01/07/2026	01/07/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Underground Residential Distribution	Electrical	Commercial	01/07/2026	01/07/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Voice Data Video Outside	Electrical	Commercial	03/06/2024	03/06/2024	<a href="#">View</a>
<input type="checkbox"/> Elevator Local 17	Elevator	Commercial	03/11/2026	03/11/2026	<a href="#">View</a>
<input type="checkbox"/> Glazier Local 181	Glazier	Commercial	05/21/2025	05/21/2025	<a href="#">View</a>
<input type="checkbox"/> Ironworker Local 17	Ironworker	Commercial	12/24/2020	12/24/2020	<a href="#">View</a>
<input type="checkbox"/> Labor HevHwy 1B	Laborer	Commercial	06/11/2025	06/11/2025	<a href="#">View</a>
<input type="checkbox"/> Labor HevHwy 5	Laborer	Commercial	06/11/2025	06/11/2025	<a href="#">View</a>
<input type="checkbox"/> Labor Local 310	Laborer	Commercial	05/07/2025	05/07/2025	<a href="#">View</a>
<input type="checkbox"/> Operating Engineers - Building Local 18 - Zone I (A)	Operating Engineer	Commercial	06/11/2025	06/11/2025	<a href="#">View</a>
<input type="checkbox"/> Operating Engineers - HevHwy Zone I	Operating Engineer	Commercial	05/01/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Painter Local 505 Drywall	Painter	Commercial	06/25/2025	06/25/2025	<a href="#">View</a>
<input type="checkbox"/> Painter Local 639 Sign and Display	Painter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
<input type="checkbox"/> Painter Local 639 Zone 1 Sign	Painter	Commercial	07/30/2025	07/30/2025	<a href="#">View</a>
<input type="checkbox"/> Painter Local 707	Painter	Commercial	07/16/2025	07/16/2025	<a href="#">View</a>
<input type="checkbox"/> Painter Local 707 HvyHwy	Painter	Commercial	07/16/2025	07/16/2025	<a href="#">View</a>
<input type="checkbox"/> Pipefitter Local 120	Pipefitter	Commercial	06/11/2025	06/11/2025	<a href="#">View</a>
<input type="checkbox"/> Pipefitter Local 120 Mechanical Equipment	Pipefitter	Commercial	06/11/2025	06/11/2025	<a href="#">View</a>
<input type="checkbox"/> Pipefitter Local 120 Sprinklerfitter	Sprinkler Fitter	Commercial	06/11/2025	06/11/2025	<a href="#">View</a>
<input type="checkbox"/> Plasterer Local 526	Plasterer	Commercial	05/31/2023	05/31/2023	<a href="#">View</a>
<input type="checkbox"/> Plumber Local 55	Plumber	Commercial	05/21/2025	05/21/2025	<a href="#">View</a>
<input type="checkbox"/> Roofer Local 44	Roofer	Commercial	05/21/2025	05/21/2025	<a href="#">View</a>
<input type="checkbox"/> Sheet Metal Local 33 (Cleveland)	Sheet Metal Worker	Commercial	08/20/2025	08/20/2025	<a href="#">View</a>
<input type="checkbox"/> Sheet Metal Local 33 Industrial Door	Sheet Metal Worker	Commercial	08/01/2025	07/30/2025	<a href="#">View</a>
<input type="checkbox"/> Truck Driver Local 436 - HevHwy Class 1	Truck Driver	Commercial	05/28/2025	05/28/2025	<a href="#">View</a>
<input type="checkbox"/> Truck Driver Local 436 - HevHwy Class 2	Truck Driver	Commercial	05/28/2025	05/28/2025	<a href="#">View</a>



Department of Commerce

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

I, \_\_\_\_\_ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_ (Company Name)

for all hours worked on the

\_\_\_\_\_ (Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_ are in (Project Dates)

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

\_\_\_\_\_ (Signature of Officer or Agent)

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

\_\_\_\_\_ (Notary Public)

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS:  Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

A.   The undersigned or any controlling shareholder,\* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph A. is checked, proceed to the signature line.)

B.   The undersigned or any controlling shareholder,\* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C.   The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\_\_\_\_\_  
Name of Contractor or Subcontractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

## SUPPLEMENTAL NOTICE TO BIDDERS

**SUBJECT:** Submission  
NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES  
DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.



## **WAGE THEFT AND PAYROLL FRAUD DISCLOSURE**

### **SUMMARY:**

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

### **INSTRUCTIONS:**

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

### **DEFINITIONS:**

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported



payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

“Service Contract” means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

“Wage Theft” means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

**CHECK WHICHEVER IS APPLICABLE:**

(A) (  ) The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B) (  ) The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

**CLEVELAND AREA BUSINESS CODE**

**NOTICE TO BIDDERS**  
**&**  
**OEO SCHEDULES**

**City of Cleveland**  
**Justin Bibb, Mayor**

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**Tyson Mitchell, Director**  
Office of Equal Opportunity

**EQUAL OPPORTUNITY CLAUSE**  
**(Section 187.22(b) C.O.)**

Each Contract also shall contain the following equal opportunity clause:

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**  
**PARTICIPATION INFORMATION FORM**  
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

**20% CSB Participation**

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20ppportunity>

Click on [CSB/MBE/FBE Registry](#).

**City of Cleveland  
Mayor's Office of Equal Opportunity**

**Cleveland Area Business Code**

**NOTICE TO BIDDERS**

**1. Introduction:**

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

**2. Definitions:**

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28. As of June 8, 2018, the geographic market identified in a disparity study purposes for MBE and FBE certification and contracting benefits includes Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
- (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
  - (2)
    - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
    - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
    - C. supplies goods by performing a Commercially Useful Function; or
    - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
- (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
  - (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

**3. Required OEO Schedules:**

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

**Schedule 1: PROJECT CONTACT INFORMATION FORM**

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

**Schedule 2: CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT**

Schedule 2, the CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT, identifies and verifies the certified MBE, FBE, and/or CSB subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete Schedule 2 for each and every certified MBE, FBE and/or CSB subcontractor that the Bidder or Proposer intends to use on the project. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 should be an actual dollar amount, and should not be a range of values or a percentage of the contract. If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

**Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Schedule 3, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, documents the non-certified subcontractors that the Bidder intends to use on the project. Schedule 3 must include the contact information for the subcontractor, the Spec Item and Type of Work or Materials the subcontractor is expected to provide for the project, and the value of the subcontract. All non-certified subcontractors must be listed on Schedule 3, but certified CSB, MBE and/or FBE Subcontractors that have already been listed on a Schedule 2 do not need to be included on Schedule 3. Schedule 3 must be signed by an authorized representative of the Bidder.

#### **Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

#### **4. Equal Employment Certification:**

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
  - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or

adversely affect an individual's employment status for an unlawful discriminatory reason.

- (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

## **5. Good Faith Effort Evaluation**

The Office of Equal Opportunity will evaluate OEO Schedules submitted as part of a contract bid or proposal to determine whether or not the Bidder or Proposer has demonstrated a good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals established in the invitation to bid or request for proposal. OEO will submit this evaluation to the contracting City Department, which may consider the results of the evaluation in determining the lowest responsible bid submitted for the contract. The City of Cleveland may reject any bid where OEO has determined that the Bidder has not demonstrated a good faith effort to meet the subcontracting goals.

The City of Cleveland may award a contract to a Bidder who has not demonstrated a good faith effort to meet the subcontracting goals where the City determines that the bid otherwise remains the lowest responsible bid for the contract.

## **6. CSB Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB)** is a CSB headquartered within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in Cuyahoga County.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

## **7. CSB Contract Participation**

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	<b>30% CSB Subcontractor Participation</b>
Professional Services Contracts:	<b>10% CSB Subcontractor Participation</b>
All Other Contracts:	<b>20% CSB Subcontractor Participation</b>

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

## **8. MBE/FBE Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who

- have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

**9. MBE and FBE Contract Participation**

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that share that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.**

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

**10. MBE/FBE Bid Discounts:**

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

**11. MBE/FBE Evaluation Credits:**

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

**12. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:**

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

**13. CSB Bid Discounts:**

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

- A Bid Discount of five percent (5%) for bids received from CCSBs.
- A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from

CCSBs.

**14. CSB Evaluation Credits:**

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

- (1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.
- (2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

**15. CSB Subcontracting Bid Discounts and Additional Retainage:**

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

**16. LPE and SUBE Certification:**

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

**17. LPE and SUBE Bid Discounts:**

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

- A Bid Discount of two percent (2%) for bids received from LPEs.
- A Bid Discount of two percent (2%) for bids received from SUBEs.

**18. LPE and SUBE Evaluation Credits:**

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

- An Evaluation Credit of two percent (2%) for proposals received from LPEs.
- An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

**19. Maximum Annual Subcontracting Program Benefit:**

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be

counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

## **20. CSB/MBE/FBE Manufacturer and Supplier Participation:**

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials and adds value by substantially altering them before resale.

**Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process.** A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

## **21. Joint Ventures:**

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

## **22. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:**

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 2, the Certified MBE/FBE/CSB Subcontractor Participation Commitment.

## **23. Subcontractor Participation Compliance Monitoring**

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the

course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/oeo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



City of Cleveland  
Office of Equal Opportunity  
Schedules

**THE OEO SCHEDULES ARE NOW  
AVAILABLE AS FILLABLE PDF  
DOCUMENTS AT THE OFFICE OF  
EQUAL OPPORTUNITY WEBSITE.**

**THIS IS THE PREFERRED FORMAT  
FOR SUBMITTING YOUR OEO  
SCHEDULES AS PART OF YOUR BID.**

**[WWW.CLEVELANDOHIO.GOV/OEO](http://WWW.CLEVELANDOHIO.GOV/OEO)**



**City of Cleveland  
Office of Equal Opportunity  
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

**Schedule 1: Project Contact Information Form**

- Is all requested contact information included?
- Is the form complete and signed?

**Schedule 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment**

- Did you specify the total dollar amounts for each subcontract?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

**Schedule 3: Schedule of Subcontractor Participation**

- Did you specify the total dollar amount of the subcontract?

**Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification**

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- Is the form complete and signed?





**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment**

Project Name:	
Bidder/Proposer Name:	

The subcontractor listed below is intended to fulfill the Minority-owned Business Enterprise (MBE), Female-owned Business Enterprise (FBE) and/or Cleveland-Area Small Business (CSB) participation goals established for this bid. Eligible subcontractors must be certified by the City of Cleveland Office of Equal Opportunity (OEO), both generally and for the specific type of work or supply furnished for the contract. The appropriate NAICS code should be included for the type of work listed below, or the bidder may not receive credit for the subcontractor's participation on the contract. **NOTE: Material Suppliers (not manufacturers) will receive credit for 60% of the value listed for its material supply subcontract amount in Part 4.**

<b>Subcontractor:</b>
Address:
City, State, Zip:
OEO Compliance Contact:
Contact Email Address:
Contact Phone:
OEO Certification: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/>
Federal Tax ID#/EIN:

Part 1: Contract Spec Item #	Part 2: NAICS Code	Part 3: Type of Work Performed and/or Materials Supplied	Part 4: Subcontract Amount
			\$
			\$
			\$
	TOTAL		\$

The Bidder **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the Bidder may not substitute or shift subcontractors without written approval of the Director of OEO.

The undersigned subcontractor is confirming that it is certified as a MBE, FBE, and/or CSB firm with the Office of Equal Opportunity, and is certified in the appropriate category, defined by NAICS codes, to provide the goods or services listed above. Both undersigned parties agree that, if awarded a contract, they will enter into a written agreement confirming the intentions documented above.

**RE-SUBCONTRACTING**

The undersigned prospective subcontractor will re-subcontract work on this contract:

- Yes** If Yes, the subcontractor must complete additional Schedule 2 and/or Schedule 3 forms documenting the resubcontracting of work to certified and/or non-certified subcontractors. Failure to do so will be considered a lack of good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals for this bid.
- No**

Authorized Bidder Representative:			
Signature:		Date:	

Authorized Subcontractor Representative:			
Signature:		Date:	



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 3: Schedule of Subcontractor Participation**

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE NON-CERTIFIED SUBCONTRACTORS and/or SUBCONSULTANTS expected to participate on this contract.

<b>Subcontractor:</b>	<b>Part 1: SPEC ITEM #</b>	<b>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</b>	<b>Part 3: SUBCONTRACT AMOUNT</b>
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
<b>Subcontractor:</b>	<b>Part 1: SPEC ITEM #</b>	<b>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</b>	<b>Part 3: SUBCONTRACT AMOUNT</b>
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
<b>Subcontractor:</b>	<b>Part 1: SPEC ITEM #</b>	<b>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</b>	<b>Part 3: SUBCONTRACT AMOUNT</b>
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
<b>Subcontractor:</b>	<b>Part 1: SPEC ITEM #</b>	<b>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</b>	<b>Part 3: SUBCONTRACT AMOUNT</b>
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$



**City of Cleveland - Office of Equal Opportunity  
 SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR  
 UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to make a good faith effort to utilize CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in identifying and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

**Section A:**

Please check one of the following:

- 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If **Box 1** is checked, no further documentation is necessary. **Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.**

**Section B:**

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	

**SCHEDULE 4**  
**CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY**  
**CERTIFICATION**

REASONS FOR **CSB/MBE/FBE** SUBCONTRACTOR UNAVAILABILITY

Instructions:

You may insert in Schedule 4, under the column Reasons for Unavailability, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

- A. Subcontractor did not respond to the Bidder's request for a quotation.
- B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
- C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
- D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
- E. Subcontractor stated it had insufficient time or information on which to prepare a bid. F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
- G. Other. (Explain in detail)

# Office of Equal Opportunity Reporting Submission Schedule

- Monthly Subcontractor Payment Reports in B2Gnow
- Certified Payroll Reports in LCPtracker

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System ([cleveland.diversitycompliance.com](http://cleveland.diversitycompliance.com)) and the LCPtracker Certified Payroll Tracking System ([www.LCPtracker.net](http://www.LCPtracker.net) – for Construction Contracts over \$100,000) according to the following schedule:

<b>REPORTING MONTH</b>	<b>B2Gnow Monthly Audit Available</b>	<b>B2Gnow and LCPtracker REPORTING DUE</b>
<b>JANUARY</b>	1 <sup>st</sup> Monday in the <b>FEB.</b>	3 <sup>rd</sup> Friday in the <b>FEBRUARY</b>
<b>FEBRUARY</b>	1 <sup>st</sup> Monday in the <b>MAR.</b>	3 <sup>rd</sup> Friday in the <b>MARCH</b>
<b>MARCH</b>	1 <sup>st</sup> Monday in the <b>APRIL</b>	3 <sup>rd</sup> Friday in the <b>APRIL</b>
<b>APRIL</b>	1 <sup>st</sup> Monday in the <b>MAY</b>	3 <sup>rd</sup> Friday in the <b>MAY</b>
<b>MAY</b>	1 <sup>st</sup> Monday in the <b>JUNE</b>	3 <sup>rd</sup> Friday in the <b>JUNE</b>
<b>JUNE</b>	1 <sup>st</sup> Monday in the <b>JULY</b>	3 <sup>rd</sup> Friday in the <b>JULY</b>
<b>JULY</b>	1 <sup>st</sup> Monday in the <b>AUG.</b>	3 <sup>rd</sup> Friday in the <b>AUGUST</b>
<b>AUGUST</b>	1 <sup>st</sup> Monday in the <b>SEPT.</b>	3 <sup>rd</sup> Friday in the <b>SEPTEMBER</b>
<b>SEPTEMBER</b>	1 <sup>st</sup> Monday in the <b>OCT.</b>	3 <sup>rd</sup> Friday in the <b>OCTOBER</b>
<b>OCTOBER</b>	1 <sup>st</sup> Monday in the <b>NOV.</b>	3 <sup>rd</sup> Friday in the <b>NOVEMBER</b>
<b>NOVEMBER</b>	1 <sup>st</sup> Monday in the <b>DEC.</b>	3 <sup>rd</sup> Friday in the <b>DECEMBER</b>
<b>DECEMBER</b>	1 <sup>st</sup> Monday in the <b>JAN.</b>	3 <sup>rd</sup> Friday in the <b>JANUARY</b>