

BID ADVERTISEMENT FOR THE WEEKS OF

September 2, 2026 & September 9, 2026

BID OPENS - WEDNESDAY SEPTEMBER 30, 2026

FILE NO. 97-26 Restoration of Pavements

FOR THE DIVISION OF WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES
AS AUTHORIZED BY ORDINANCE 332-2025. PASSED BY COUNCIL MAY 12,
2025.

**There will be a NON MANDATORY Pre-Bid Meeting, Thursday, September 10,
2026 at 2:00 pm., Via Microsoft Teams, To call into meeting dial in
1-929-352-1743, Access Code 987 242 954#.**

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).



**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

**INVITATION TO BID AND FORMAL BID PACKAGE
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CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall, Room 128
Cleveland, Ohio 44114
216-664-2620

Ordinance No. 332-2025

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

An emergency ordinance authorizing the purchase by one or more requirement contracts of water mains, fire hydrants, service connections, valves, and appurtenances, for the Division of Water, and one or more requirement contracts for concrete repair, tree lawn restoration, pavement restoration, including but not limited to, materials, labor and installation as necessary, for the Divisions of Water, Water Pollution Control and Cleveland Public Power, Department of Public Utilities, for a period or periods not to exceed a total of 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 not to exceed a total of two years of the necessary items of water mains, fire hydrants, service connections, valves and appurtenances, including but not limited to, materials, labor and installation, as necessary, for the Division of Water, and one or more requirement contracts for concrete repair, tree lawn restoration, and pavement restoration, including but not limited to, materials, labor and installation, as necessary, for the Divisions of Water, Water Pollution Control and Cleveland Public Power, Department of Public Utilities, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines.

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 2025-5)

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 May 12, 2025.

Effective May 13, 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.

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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 1088 (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(i)-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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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. 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. Go to 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 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), ABL 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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) ➡ _____

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 Restoration of Pavement for the Department of Public Utilities

FOR: The Department of: Public Utilities

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

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

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

BID - SCHEDULE OF ITEMS Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BID PAGE 1 OF 4 BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID RESTORATION OF PAVEMENT FOR THE DEPARTMENT OF PUBLIC UTILITIES					NAME OF FIRM	
					STREET ADDRESS	
ORDINANCE NO. 332-2025		PASSED May 12, 2025		SIGNED May 13, 2025		CITY STATE ZIP CODE
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, CPP, WPC				
CITY RECORD ADVERTISEMENT DATES			X	STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE
BUYER: Jules Gilliam, 216-664-2621 Email - Jgilliam@ClevelandOhio.Gov and Purchasing@ClevelandOhio.Gov		BID OPENING Per Bid Advertisement Date		12:00 O'CLOCK NOON OFFICIAL TIME		DATE
DESCRIPTION			QUANTITY	UNITS	UNIT PRICE	EXTENSION
Restoration of Pavement As Specified in Sections C and D of the attached specifications. Bid Item 1 - Asphalt						
1.01	ODOT 448 Type 1 Asphalt Concrete, complete in place (typically 10' by 10' hole with depth 1-1/2 to 2" in depth, up to 100 sq ft)		3,000	holes	\$	\$
1.02	Additional ODOT 448 Type Asphalt Concrete In Excess of 100 sq ft, complete in place.		170,000	sq ft	\$	\$
1.03	Rubberized Asphalt, complete in place.		10,000	sq ft	\$	\$
1.04	UPM High-Performance Cold Mix (or approved equal), complete in place.		80,000	sq ft	\$	\$
1.05	UPM High-Performance Cold Mix (or approved equal) Delivered to Harvard Yard.		1,000	ton	\$	\$
1.06	UPM High-Performance Cold Mix (or approved equal) Picked up by CWD.		2,000	ton	\$	\$
1.07	Cold Mix Removed & Replaced With Hot Asphalt Mix and Sealed		10,000	sq ft	\$	\$
1.08	Asphalt Fiber Mesh, complete in place.		2,000	sq ft	\$	\$
1.09	Edge Sealing Material, complete in place.		100,000	ln ft	\$	\$
All Items Are Approximate Quantities. The contract, if any, shall be for a period of two years.					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.						
ITEM 7						

BID - SCHEDULE OF ITEMS Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				BID PAGE <u>2</u> OF <u>4</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID				NAME OF FIRM	
RESTORATION OF PAVEMENT FOR THE DEPARTMENT OF PUBLIC UTILITIES					
				STREET ADDRESS	
ORDINANCE NO. 332-2025		PASSED May 12, 2025		SIGNED May 13, 2025	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, CPP, WPC		CITY	STATE ZIP CODE
CITY RECORD ADVERTISEMENT DATES		☒ STANDARD CONTRACT BID ☐ REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER: Jules Gilliam, 216-664-2621 Email - Jgilliam@ClevelandOhio.Gov and Purchasing@ClevelandOhio.Gov		BID OPENING Per Bid Advertisement Date		DATE	
		12:00 O'CLOCK NOON OFFICIAL TIME			
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION
Restoration of Pavement As Specified in Sections C and D of the attached specifications.					
1.10	Tack Coating	2,000	gallons	\$	\$
1.11	Asphalt Grinding (up to 2" deep)	140,000	sq ft	\$	\$
1.12	Mill and Fill (up to 2" deep - in excess of 25,000 sq ft)	40,000	sq ft	\$	\$
1.13	Mill and Fill (between 2" and 3" deep - in excess of 25,000 sq ft)	25,000	sq ft	\$	\$
1.14	Off-Duty Officer	500	hours	\$	\$
1.15	Miscellaneous Items Allowance	\$80,000.00		N/A	\$80,000.00
1.16	Calculation of Allowance for Abnormal Start Time (from worksheet) - See Appendix A	N/A	N/A	N/A	\$
TOTAL BID ITEM 1					\$
Bid Item 2 - Concrete					
2.01	ODOT 305 Concrete, complete in place	3,000	cu yd	\$	\$
2.02	C-650 Concrete, installed per City standards	200	cu yd	\$	\$
2.03	Fiber Reinforcing Added to Concrete Mix	200	cu yd	\$	\$
2.04	Class MS-800 Concrete, installed per City standards	500	cu yd	\$	\$
2.05	Class FS-900 Concrete, installed per City standards	500	cu yd	\$	\$
All Items Are Approximate Quantities. The contract, if any, shall be for a period of two years.				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 Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BID PAGE <u>3</u> OF <u>4</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID RESTORATION OF PAVEMENT FOR THE DEPARTMENT OF PUBLIC UTILITIES					NAME OF FIRM	
					STREET ADDRESS	
ORDINANCE NO. 332-2025		PASSED May 12, 2025		SIGNED May 13, 2025		CITY STATE ZIP CODE
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, CPP, WPC				
CITY RECORD ADVERTISEMENT DATES				STANDARD CONTRACT BID		AUTHORIZED SIGNATURE
				REQUIREMENT CONTRACT BID		
BUYER: Jules Gilliam, 216-664-2621 Email - Jgilliam@ClevelandOhio.Gov and Purchasing@ClevelandOhio.Gov		BID OPENING Per Bid Advertisement Date		12:00 O'CLOCK NOON OFFICIAL TIME		DATE
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION	
	Restoration of Pavement As Specified in Sections C and D of the attached specifications.					
2.06	Added Cost for Stamping Concrete	300	sq ft	\$	\$	
2.07	Added Cost for Color Additives to Concrete	150	cu yd	\$	\$	
2.08	ODOT 304, Compacted in Place per City standards	800	cu yd	\$	\$	
2.09	Material and Delivery of Dowel Bar Baskets 1"	40	ea	\$	\$	
2.10	Material and Delivery of Dowel Bar Baskets 1-1/4"	40	ea	\$	\$	
2.11	Removal of Brick Pavers	5,000	sq ft	\$	\$	
2.12	Installation of Brick Pavers and/or Replacement with Old Pavers (Pavers supplied by the City)	5,000	sq ft	\$	\$	
2.13	Concrete Curb with Underdrain	40	ln ft	\$	\$	
2.14	4-inch Sidewalk Replacement, in kind	800	sq ft	\$	\$	
2.15	6-inch Sidewalk Replacement, in kind	400	sq ft	\$	\$	
2.16	6-inch Drive, installed per City standards	800	sq ft	\$	\$	
2.17	8-inch Drive, installed per City standards	800	sq ft	\$	\$	
All Items Are Approximate Quantities. The contract, if any, shall be for a period of two years.				DELIVERY (Days)	PAYMENT DISCOUNT	
					% Days	
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.		FOR PURCHASING USE ONLY				

BID - SCHEDULE OF ITEMS Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				BID PAGE__4__ OF __4__ BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID RESTORATION OF PAVEMENT FOR THE DEPARTMENT OF PUBLIC UTILITIES				NAME OF FIRM	
				STREET ADDRESS	
ORDINANCE NO. 332-2025		PASSED May 12, 2025		SIGNED May 13, 2025	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, CPP, WPC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER: Jules Gilliam, 216-664-2621 Email - Jgilliam@ClevelandOhio.Gov and Purchasing@ClevelandOhio.Gov		BID OPENING Per Bid Advertisement Date		12:00 O'CLOCK NOON OFFICIAL TIME	
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION
	Restoration of Pavement As Specified in Sections C and D of the attached specifications.				
2.18	Curb Ramp, installed per City standards	400	sq ft	\$	\$
2.19	Saw Cutting (as directed by CWD)	200	ln ft	\$	\$
2.20	Off-Duty Officer	200	hours	\$	\$
2.21	Miscellaneous Items Allowance	\$20,000.00		N/A	\$20,000.00
2.22	Calculation of Allowance for Abnormal Start Time (from worksheet) - See Appendix A	N/A	N/A	N/A	\$
TOTAL BID ITEM 2					\$
TOTAL OF BID ITEMS 1 AND 2					\$
All Items Are Approximate Quantities. The contract, if any, shall be for a period of two years.				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.					
ITEM 7					

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 pursuant to this Invitation to Bid (ITB). Any contract over \$100,000 but not more \$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,

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.

CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

RESTORATION OF PAVEMENT - THE DEPARTMENT OF PUBLIC UTILITIES

SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-1 SCOPE OF SERVICES

It is the intent of this contract to provide the Department of Public Utilities (DPU), (Division of Water (CWD), Water Pollution Control (WPC), and Cleveland Public Power (CPP)) with pavement restoration services after pavement cuts are made for utility installations. The quantities in this requirement contract are estimates only; in a requirement contract, the City of Cleveland (City) retains the right to use as many or as few of any particular item as it requires. The requirement contract shall be for a period of two years, from the Notice to Proceed. The Contractor shall hold bid prices for the duration of the contract.

Please note: The current contract for restoration of pavement will expire November 12, 2026. All work under this set of bid specifications will commence after November 12, 2026.

All holes must be saw cut and squared off to provide straight edges before applying asphalt or cold patch, as may be applicable to a bid item.

As directed by the City, the Contractor shall furnish all labor, tools, equipment and incidental materials as required to repair pavements over excavations made and previously backfilled to elevations of the pavement base or surface materials at locations to be specified by the City.

The unit price of the bid items shall include all costs, direct and indirect, including labor and materials, to the Bid - Schedule of Items, unless otherwise stated. This shall include, but not be limited to, arranging and providing for all traffic maintenance; providing and maintaining traffic control and warning devices, including temporary and permanent pavement markings; all transportation cost to the work site; picking up material, including all loading and unloading; all mobilization and demobilization; warehousing and maintaining of inventory; the removal and disposing of salvaged material; and all documentation of completed work. Such costs may also include, but not be limited to, insurance, legal representation, worker's benefits and other costs of doing business.

The Contractor shall conduct work in such a manner as to cause the least possible interference to the residents in the area and to street traffic. The work site shall be kept neat and orderly at all times and work shall be performed in accordance with all applicable ordinances. The Contractor shall perform work in a manner satisfactory to the City. Customers affected by the work to be performed (for example, if a driveway is to be blocked) must be notified by the Contractor in advance of the work. No work is to begin unless specified by DPU in written form. The Contractor shall notify suburban officials whenever they are working in their municipality.

C-2 CITY FORMS

Failure to submit the following City forms properly, **will** cause your bid to be non-responsive.

- A. Bid Bond
 - 1. Use the City's Bid Bond form.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

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.
- B. Bid Form
1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of 5% of your bid total.
 2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.
- C. Affidavit
1. The first three 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 must be the same state as the notary's commission stamp that appears at the bottom of page two.
 3. The date their commission expires must be displayed by the Notary at the bottom of page two.
 4. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
 5. Fill out all necessary information on both sides 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 also be filled out completely and 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 of Cleveland (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 business days before the bid opening date. All questions should be submitted in writing to jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov or via fax - 216-664-2275.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-4 WORK BY THE CITY

DPU will assign the work and provide maps and measurements as necessary. Furthermore, DPU will be responsible for acquiring all permits necessary for the performance of the work within the corporation limits of the City. The Contractor shall be responsible for acquiring all permits necessary for the performance of the work outside the corporation limits of the City and will be reimbursed by the City.

C-5 CITY INSPECTOR

- A. DPU will from time to time maintain at its own expense an inspector at the work site who will act as the duly authorized representative of the Director of Public Utilities, and all work shall be performed by the Contractor in a manner satisfactory to the Inspector.
- B. The City's Inspector shall be authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to stop the use of material or suspend the work until the question at issue can be referred to and decided by the Director. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of the work or to issue instructions contrary to the specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Director in any way or releasing the Contractor from the fulfillment of the terms of the contract.
- C. The Contractor shall not be entitled to any claims for loss of time, damages or anticipated profit due to any time lost from suspension of work and from the referral of the questions at issue to said Director or his/her representative.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-6 ESTIMATED QUANTITIES

Quantities in the Bid - Schedule of Items are based in part on previous historical use. These quantities are estimates only and are not a guarantee of quantity or type of work to be assigned.

C-7 WORK LOCATIONS

The work shall be performed within the City or in the communities it serves, as directed by DPU. The Contractor may be required to perform work in all of the cities in the DPU service area.

C-8 METHOD OF AWARD

DPU will accept the lowest cost and best bid for each bid item (Bid Item 1 - Asphalt and Bid Item 2 - Concrete) called out in the specification in which the method of performing the task meets the requirements set forth in each bid item. All items within each bid item must be bid on; failure to bid all items within each bid item may make your bid non-responsive. DPU will evaluate and award the contract based on the overall lowest and best bid price of all labor and material items that meet the indicated specifications to the satisfaction of DPU.

C-9 NOTICE TO PROCEED

The language in Paragraph B-24 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 conclude two years after the Notice to Proceed. 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. Once a bidder has been selected and approved by the City's Board of Control, the recommended bidder shall diligently pursue the timely completion, submittal and approval of its CSB subcontracts.

C-10 INVOICING AND PAYMENT (SUPPLEMENTAL TO GENERAL CONDITIONS SECTION B-21)

The Contractor shall submit invoices for payment with DPU on a monthly basis. Repair sketches, photos/videos before, during, and after for each completed item of work shall be downloaded into City works. Follow the instructions stated in C-14 Documentation. Only photo-verified locations will be paid for the work performed.

Electronic copies of draft invoices shall be reviewed and approved by the following:

- **CWD – Ciara V. Williams**
 - Address: 4600 Harvard Avenue, Cleveland, Ohio, 44105
 - Email: ciara_williams@clevelandwater.com
- **WPC – Michael Smith**

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- Address:12302 Kirby Avenue, Cleveland, Ohio, 44108
 - Email:msmith@clevelandwpc.com
- **CPP – Brian Shepherd**
 - Address:743 E. 140th Street, Cleveland, Ohio, 44110
 - Email:bshepherd@cpp.org

The final original invoice, in paper format (without photos/videos), shall be sent to the following:

- Department of Public Utilities
ATTN: Payables Unit
1201 Lakeside Avenue
4th Floor South
Cleveland, OH 44114
Attention: Mike Quinlan
payables_unit@clevelandwater.com

A duplicate final invoice (without photos/videos), in both paper and electronic format, shall be sent to the following:

- **CWD – Ciara V. Williams**
 - Address:4600 Harvard Avenue, Cleveland, Ohio, 44105
 - Email:ciara_williams@clevelandwater.com
- **WPC – Michael Smith**
 - Address:12302 Kirby Avenue, Cleveland, Ohio, 44108
 - Email:msmith@clevelandwpc.com
- **CPP – Brian Shepherd**
 - Address:743 E. 140th Street, Cleveland, Ohio, 44110
 - Email:bshepherd@cpp.org

DPU will review invoices upon receiving them. In order to perform this review, DPU requires all of the following documentation:

- A City Delivery Order (DO) that authorized the specific services/materials being invoiced
- An accurate invoice

A City employee will use the above two (2) documents to perform cross-checks to ensure accuracy in invoicing. If all is in order (e.g., delivered / invoiced items were authorized under the contract and DO, invoiced quantities were delivered, contract prices were invoiced, discounts applied, etc.), DPU will approve payment of the invoice through the City of Cleveland's internal processes. The City's Division of Accounts subsequently handles processing of the payment request, and the Division of Treasury issues the payment.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-11 GUARANTEE

The Contractor shall guarantee his or her work for a period of two years and make any necessary repairs caused by faulty workmanship or other defects incidental to the work. DPU reserves the right to affect necessary repairs and charge all costs incurred therein to the Contractor. All applicable Federal, State and City laws, ordinances, rules and regulations shall be complied with by the execution of this contract.

C-12 FAILURE TO PERFORM

All assigned work shall be started without delay and be done efficiently in a workmanlike manner. The failure of the Contractor to start and to carry his or her work to completion on time may make the Contractor liable for damages and for cost of repairs by reason of said failure. The Contractor shall take every possible precaution to prevent delays and have sufficient tools and equipment on hand so that if the regular equipment fails, standby equipment will be ready to use. For emergency projects, response time to the site with all equipment and materials necessary to perform the work shall not exceed three (3) hours after notification. It is expected that work will be conducted during the normal working hours on Monday through Friday. Once work commences, however, the Contractor shall work continuously until completion of repairs and all service to customers is restored, unless approved otherwise by DPU.

C-13 SCHEDULED WORK

DPU will use Cityworks to list the items of work to be completed. It is the responsibility of the Contractor to have the ability to receive and use Cityworks in order to be assigned the work (See Section C-29). DPU may adjust priorities on a daily basis and the Contractor shall respond accordingly.

The Contractor shall contact each affected suburb by 8:00 am each morning where they intend to work that day. The information shall include the following:

- Date that DPU gave the work assignment,
- DPU Work Order Number for each job,
- Location of each job,
- Brief description of the work to be performed at each job,
- First and Last Name of each employee working on each job,
- Classification (in accord with the work classes defined by the Ohio Department of Commerce, Wage and Hour Bureau) for each employee on each job.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-14 MONUMENTS AND LANDMARKS

Monuments or landmarks shall not be altered or removed by the Contractor without the written consent of the City. Any monument or landmark so removed will be replaced at the expense of the Contractor. If a monument is disturbed or damaged, contact the Survey section of the Division of Engineering and Construction if within Cleveland corporate limits to arrange for proper locating and setting of the monument pin. If a monument is disturbed or damaged within a suburb, contact the respective suburb for repair/replacement criteria.

C-15 DOCUMENTATION

When documentation is required and not submitted, the item performed shall be considered incomplete. Payment for items assigned and performed where no documentation is provided shall be withheld until the documentation is provided.

Photos/video of work site – All jobs/work orders shall require documentation in the form of photos or video clips. It shall be required of the Contractor to submit at least one (1) photo/video before the repair is performed, one (1) photo/video during the repair, and one (1) photo/video after the final restoration work is completed. Each phase of the work shall include at least one (1) photo/video that shows a street sign, house, or building in the background that clearly verifies the general location of the work. Multiple photos/videos of each phase of work may be necessary. Photos/videos shall be downloaded into Cityworks.

Repair Sketches – For each work order, the Contractor shall complete a repair sketch, showing in accurate detail, the location and dimensions of each repair. DPU shall provide a repair sketch template to be used by the Contractor. Repair sketches shall be downloaded into Cityworks.

C-16 ADDITIONAL WORK

The work contemplated herein includes certain performances as incidental to the Bid - Schedule of Items, and though not exclusive include the following:

- To provide for, perform and furnish all lights, barricades, materials, cleanup, inspections and reports on materials and work and present to the Director's designee copies of all reports prior to submission for payment. The City will make no specific or separate payment or allowance for these, but the cost thereof shall be included in the work to be done under this contract.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-17 DUST AND UNNECESSARY NOISE

The movement and use of machinery, tools and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust. Dry cutting is prohibited. Best Practices utilizing "wet methods" and HEPA attachments shall be used to minimize and control fugitive emissions during all cutting and demolition processes.

C-18 COMMUNICATION WITH DPU

The Contractor shall be required to have adequate communication with DPU. DPU inspectors are furnished with two-way radio/cellular phones by DPU. The Contractor will be required to use a compatible platform for communication and must furnish at least one radio/cellular phone for each crew. Additionally, the Contractor is required to have the ability to read and respond to emails on a daily basis.

C-19 ABNORMAL START TIME PREMIUM

Normal working hours shall be defined as a regular eight (8) hour workday with a start time between 7:00 a.m. and 8:00 a.m. Monday through Friday. At all times, DPU shall be solely responsible for determining exactly what each day's start time and duration will be.

For any work required to be started on Saturday, Sunday, or the City's Legal Holidays, and for non-holiday weekday work required to be started outside normal working hours, the Contractor will be allowed a percentage premium on the unit price bid for the type of work performed. The allowance will only be granted when DPU specifically requests, in writing, that the Contractor start work on a Saturday, Sunday, City Legal Holiday, or outside normal working hours. The Contractor will not be given this allowance if the Contractor chooses (and DPU allows) to start work during these other periods at the Contractor's own volition. The City's Legal Holidays are:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays that fall on a Saturday are observed by the City on the preceding Friday. Holidays that fall on a Sunday are observed by the City on the following Monday. The Contractor shall not be paid a premium if he/she is directed to work on a holiday observed by the Contractor but not by the City.

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RESTORATION OF PAVEMENT - THE DEPARTMENT OF PUBLIC UTILITIES

SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

The Contractor shall quote a percentage premium for work started during abnormal start times. See Calculation of Abnormal Start Time Premium Work Sheet for both bid items.

C-20 CONDUCT OF CONTRACTOR

Due to the unique relationship the Contractor has with the City, conduct and appearance of the Contractor, its employees, its subcontractor(s), and subcontractor employees bear a reflection on the City. The Contractor, its subcontractor(s), and all their employees are required to exhibit appearances that show a high degree of professionalism when dealing with the public and its property. The Contractor's and subcontractor's vehicles and noticeable equipment shall be marked with the company's name or logo. In the event noteworthy indiscretions occur due to the conduct of the Contractor, its subcontractor(s), and/or their employees, the Director or his designee has the right to terminate the job and/or suspend further work under the contract.

C-21 RESTROOM POLICY

The Contractor shall abide by the City's Restroom Policy:

A. Short Duration Projects

For short duration projects (generally a day or less in duration), the Contractor shall abide by legal and appropriate standards of behavior. Special mention is made of the following:

1. No one is to relieve him or herself in the construction hole or trench.
2. The practice of relieving oneself between a vehicle and the door of the vehicle shall not be tolerated.
3. No one is to relieve him or herself in any public area.

B. Longer Duration Projects

For longer duration projects (generally meaning construction occurring two days or longer on a given site), the Contractor shall be required to provide temporary restroom facilities, a.k.a. porta-potties. Specifically:

1. The Contractor, at its own expense, shall provide temporary restroom facilities.
2. City staff shall be allowed to use the Contractor-provided temporary facilities.
3. Contractor staff shall find relief through use of the portable facilities, and not through any inappropriate ways.
4. Portable restrooms shall be within reasonable walking distance from the active work site on the project.

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5. The Contractor shall insure that the temporary facilities are cleaned, maintained, in good appearance, and free from vandalism.

C-22 TRAFFIC CONTROL AND NOTIFICATION

The Contractor shall be required to comply with the following conditions on the work site. The cost of maintaining traffic as described below shall be included in the price(s) bid for each item as listed on the Bid – Schedule of Items. No payments will be made for maintaining traffic as a separate bid item.

- A. The Contractor and its subcontractors are responsible for maintaining a safe working environment for their workers, road users, and pedestrians while performing pavement restoration services. The Contractor shall provide adequate traffic control at all job sites that are in or near the right-of-way including job sites in the tree lawn or sidewalk area for the duration of the work.
- B. All traffic control procedures and traffic control devices (drums, cones, barricades, signs, etc.) used for temporary traffic control operations shall conform to the applicable regulations and specifications of the latest federal U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD); Part VI Traffic Controls For Street and Highway Construction, Maintenance, Utility, and Incident Management Operations, the crashworthiness requirements of the National Cooperative Highway Research Program Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features (NCHRP 350), any additional specific requirements of the Ohio Department of Transportation under the Ohio Manual Of Uniform Traffic Control (OMUTCD January 13, 2013), and the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.200 for proper protection of roadside work zones and compliant devices, and the City Work Zone Control Policy. In addition, in any situation where the job site will need to be protected overnight, all traffic control devices used to protect the job site shall have reflective sheeting for nighttime use in accordance with Ohio requirements for nighttime visibility.
- C. The Contractor shall comply with any traffic restrictions imposed by the municipality in which it is working as to hours of work, traffic control devices, and maintenance of traffic flow. The Contractor will not be entitled to any extra payment for delays imposed by these restrictions. The Contractor shall contact appropriate municipal officials to notify the municipality of intended work.
- D. If necessary, the Contractor should consult federal, state, local, or DPU authorities as necessary to ensure compliance.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

- E. If DPU determines a repair to be an emergency it will direct the Contractor to make an immediate repair, without waiting 48 hours before beginning the repair. The Contractor shall commence the work, without waiting 48 hours, pursuant to the emergency exception set forth under Ohio's OUPS statutes. The Contractor shall begin the repair immediately. When DPU instructs the Contractor to make repairs on an emergency basis, DPU will hold the Contractor harmless for damages caused as a result of digging without waiting 48 hours after notification to OUPS, provided that said damages are not caused by the negligence of the Contractor.

C-23 PERMITS

For jobs in the City proper, DPU may issue a Street Opening/Obstruction Permit. This permit must be kept on the job site at all times. The Contractor shall abide by all City Traffic Requirements, including use of proper signage and cones. The Contractor shall not obstruct traffic during rush hour on any rush hour designated streets. For jobs in the City, the Contractor will NOT have to pay for a street opening permit; DPU will pay the City directly. If other municipalities where the work is being performed require permits, DPU will pay for such permits either through the municipality directly or by reimbursing the Contractor (Bid Items 1.13 and 2.21 with proof of payment to the municipality). The Contractor may be responsible for properly filling out any forms or applications that may be necessary for obtaining such permits.

C-24 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE

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, owners and Contractors protective liability, products, completed operations coverage, and personal injury coverage wherein the City and the municipalities and political subdivisions in which the Contractor will perform work under this contract are named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any subcontractor performing 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 are 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 and other additionally insured shall be deposited with the Director of DPU prior to execution of the contract. Such documents must be satisfactory to, and approved by the Director of Law to form, coverage, carrier and limits. 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.

A. **GENERAL LIABILITY**

Including but not limited to Bodily Injury, Property Damage, Contractual Liability,

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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 one million (\$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 Contractor's protective liability, personal injury as well as products/ completed operations coverage of one million (\$1,000,000.00). Such coverage shall be on an occurrence basis. Coverage shall not be on a claims made basis. If a deductible or self-insured retention is assumed, the deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000) 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 which the Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

B. 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: 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 one million (\$ 1,000,000.00) for bodily injury, including death, and property damage per occurrence.

- C.** The 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.

D. INDEMNIFICATION

The maintenance of such insurance as outlined shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance maintained. The Contractor shall hold DPU, the Director of DPU and his/her agents, and all named additionally insured and their agents, free and harmless from any injury or damage resulting from the negligent or faulty performance by the Contractor and its subcontractors.

E. ADDITIONAL INSURED

The contractor shall contact all municipalities and political subdivisions in which work is performed to determine the insurance coverage required. The contractor must conform to the requirements of the municipalities and political subdivisions.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-25 PREVAILING RATES OF WAGES (SUPPLEMENT TO B-29)

- 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. E-mail DeAndrea_Pruitt@ClevelandWater.com

C-26 LABOR AND MATERIAL SUPPLIERS

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 or such claims upon the Director of Finance; and all bills, costs or supplies, equipment or services delivered and accepted. Each item of work or service performed must be identified by dates of performance and shall list the bid price per unit and extension thereof.

C-27 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 DPU will operate as a waiver of any default or breach of the contract be held to be waiver of any other or subsequent default or breach.

C-28 SAFETY

- A. The Contractor shall abide by all OSHA and DPU safety regulations in the fulfillment of this scope of services. The Contractor shall provide all traffic control services necessary per The Ohio Manual of Uniform Traffic Control Devices (2012) to insure a safe working environment for the fulfillment of the contract. As a requirement to perform this scope of work safely each truck crew will have a minimum of two workers. All work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and will clearly identify the Contractor.

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If necessary, the Contractor will switch to nighttime operations if traffic control and safety become a factor in the completion of services.

- B. Under no circumstances shall extra payment be allowed for delays caused by the Contractor's failure to comply with OSHA standards and requirements, or for work that is done to cure any non-conforming work or defects due to Contractor's failure to comply with said OSHA standards or DPU's Contractor Safety Program. Safety violations (OSHA standard and/or DPU's Contractor Safety Program) created by the Contractor that generate delay, will not be considered for reimbursement.
- C. Contractor will provide a site specific health and safety plan (SSHASP) covering the hazards and related controls for work being performed under this contract, names, and contact numbers for the on-site competent person, along with an emergency action plan. This SSHASP will be reviewed by DPU's safety manager prior to award or the start of work
- D. Adhere to all requirements of the attached DPU Contractor Safety Program. Appendix B of this bid.

C-29 CORRECTION OF MATHEMATICAL ERRORS

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, DPU 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:

- The summing of labor and material unit prices into a total unit price
- The multiplication of unit price times quantity to arrive at the extension cost
- The summing of individual line items into totals or subtotals
- The multiplication of any subtotals or other values by contingency percentages or other factors
- The transferring of subtotals or values from one sheet to another

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 effects.

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SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C-30 CITYWORKS REQUIREMENTS

CWD uses the Cityworks Works Management System software to manage its work activities. Cityworks is a web-based software application that is hosted by the City and used to track and manage Service Requests, Work Orders, and Inspections on CWD assets.

Contractors shall use Cityworks software to receive and track their work. The City will supply the following to the successful Contractor(s) after they are under contract:

- Cityworks software licenses as needed.
- One day of Cityworks user training, as needed, per Contractor at City offices. Training will be repeated periodically.
- Access to the City's Cityworks website
- Usernames and passwords, as necessary, per Contractor.
- Cityworks software support for trained users.

The Contractor must supply the following within 15 days of Notice to Proceed:

- One field device per crew
- One spare field device always on the shelf, ready for use
- Office computers capable of connecting to Cityworks
- As necessary, staff who will attend the training classes listed above

Generally speaking, all work performed under this contract will be tracked and managed within Cityworks. The workflow will be generally as follows:

1. City of Cleveland staff will initiate Work Orders within Cityworks and assign to the appropriate Contractor.
2. The assigned work will appear on the Contractor's Cityworks Inbox screen.
3. The Contractor will assign, perform and manage its work using Cityworks.
4. At every change of status, the Contractor will update records in Cityworks.
5. Contractor shall submit all documents associated with work order, including sketches and photos in Cityworks. All data must be filled out before leaving job site.
6. When work is complete, the Contractor will generate the information needed to create invoices from Cityworks.

Field devices shall be 10" iOS tablets or larger, with camera, and field internet connectivity of 4G or better. The City will approve acceptable devices.

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SECTION D – DETAILED SPECIFICATIONS

D-1 BID ITEMS – ASPHALT AND CONCRETE

The work contemplated under this specification is comprised of the following bid items – Bid Item 1 – Asphalt and Bid Item 2 - Concrete. Note, though brief in description, all other parts of this contract apply to each item when applicable, unless otherwise stated.

DPU reserves the right to test materials for compliance with specifications at any time and at DPU's expense.

BID ITEM 1 - ASPHALT

**1.01 - ODOT 448 TYPE 1 ASPHALT CONCRETE COMPLETE IN PLACE
(typically, 1-1/2 to 2" depth)**

A. Bid Evaluation:

- i. The City's requirements are for Asphalt Concrete Surface Course complete in place. Bidders are requested to indicate their price for the estimated quantity based upon supplying 100% of the City's requirements using carbonate stone aggregate or air cooled slag aggregate.
- ii. This work consists of constructing a surface course of aggregate and asphalt binder mixed in a central plant and spread and compacted on a prepared surface.
- iii. This work shall include tack coating and sealing of the edges.

B. Item to be Provided:

The item to be completed in place under the terms of this bid shall be:

ODOT Item 448-Asphalt Concrete Surface Course Type 1(PG64-22).

C. Specifications:

- i. All materials to be furnished under this contract shall conform to the pertinent provisions of the current edition of the State of Ohio Department of Transportation Construction and Material Specifications and their modifications contained herein. Item numbers on the bid sheet refer to these specifications and their modifications contained herein.
- ii. The coarse aggregate used for the Asphalt Concrete, whether crushed carbonate stone or crushed air cooled slag, shall conform to Item 703.05 of ODOT Construction and Materials Specifications.

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- iii. The requirements for Reclaimed Asphalt Concrete Pavement (RAP) apply except the maximum percent of RAP by dry weight of mix shall be 10%.

D. Composition:

Before producing asphalt concrete, the Contractor shall submit a proposed job mix formula (JMF) for each combination of aggregates in writing to the City. The Contractor shall base the optimum percentage of asphalt binder selected for each JMF on the results of the specified tests evaluated, insofar as practical, as recommended in Chapter 5 of the *Asphalt Institute Manual Series No. 2*. The optimum percentage of asphalt binder is the percentage that yields the design air voids, provided that the other requirements as stated above are met. The Contractor shall provide a mix design with at least four graph points, including a minimum of two graph points above and two graph points below the optimum asphalt binder content. The Contractor shall include test data to demonstrate that mixtures conforming to the proposed JMF will have the properties as specified.

Additionally, the Contractor shall submit the following samples of asphalt concrete conforming to the proposed job mix formula (JMF) to the City:

- 1) A 5 pound minimum uncompacted sample.
- 2) A total of three Marshall specimens.

The City may require additional samples of individual materials or of asphalt concrete conforming to the proposed JMF.

The City may perform additional tests to ensure adequate mix performance. Based on the results of these tests, the City may require the Contractor to design a new JMF. The Contractor shall allow time for this additional testing.

The aggregates used in the production of the asphalt concrete must conform to Ohio Department of Transportation specification 703.01 and to the requirements of Ohio Department of Transportation specification 703.05 for coarse and fine aggregates. However, the coarse aggregate for use in the asphalt is limited to crushed carbonate stone or air cooled blast furnace slag. All aggregates intended for use in the asphalt concrete must be listed on Ohio Department of Transportation list of approved sources for Group 0 and/or Group 1, and the aggregate supplier must be an approved pre-qualified Ohio Department of Transportation aggregate supplier.

A copy of the approved ODOT pre-qualified aggregate supplier program quality control plan will be required.

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It is the intent of the specification that the material used in the production of asphalt concrete will result in a mixture that conforms to the job mix formula (JMF). If the produced asphalt concrete fails to conform to the JMF, the City may reject the JMF and require the Contractor to establish a new JMF.

Course	Type 1 Surface Modified		
1 1/2 inch (37.5 mm)[1]			
1 inch (25.0 mm)[1]			
3/4 inch (19.0 mm)[1]			
1/2 inch (12.5 mm)[1]		100	
3/8 inch (9.5 mm)[1]		90 to 100	
No. 4 (4.75 mm)[1]		50 to 72	
No. 8 (2.36 mm)[1]		30 to 55	
No. 16 (1.18 mm)[1]		17 to 40	
No. 30 (600 µm)[1]		12 to 30	
No. 50 (300 µm)[1]		5 to 20	
No. 100 (150 µm)[1]		2 to 12	
No. 200 (75 µm)[1]			
Asphalt Binder[2]		6.0 to 10.0	
F/A Ratio, max.[3]		1.2	
F-T Value[4]		+2	
Blows[5]		50	
Stability, min., pounds[5]		1200	
(N)		(5338)	
Flow, 0.25 mm[5]		8 to 16	
Design Air Voids[6]		3.5	
VMA, min.[7]		16	
Special Designation			
[1] Sieve, percent passing [2] Percent of total mix [3] Using effective asphalt binder content [4] Percentage points maximum [5] AASHTO T 245 [6] Percent, Supplement 1036 [7] Percent, Supplement 1037			

E. Representative at Asphalt Plant:

The asphalt supplier shall permit an authorized representative of the City to be present at the asphalt plant at any time it is producing asphalt concrete for the City and shall permit said representative to make such tests as he deems necessary.

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F. Safety:

Section 107.01 of the Specifications requires, among other things, compliance with Chapter 4121:1-3 of the Ohio Administrative Code entitled "Specific Safety Requirements of the Industrial Commission of Ohio relating to Construction," effective November 1, 1979, and with the "Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926."

G. Special Provision Relating to Materials:

Bidder shall provide documentation listing prior approved ODOT 441 asphalt mixes and certification of 441 asphalt production for the last five (5) years.

H. Scope of Work:

To provide and construct complete in place asphalt products that conform to Item 703.05 of ODOT Construction and Materials Specifications.

I. Basis of Payment:

Measurement shall be based on each 100 square-foot or less hole to which the asphalt patch is applied. Payment shall include all tack-coating as specified in Item 1.10 and will be made under Bid Item 1.01 for accepted quantities, complete in place, at the contract prices. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details. Payment for additional quantities that exceed 100 square feet will be made under Bid Item 1.02.

**1.02 - ADDITIONAL ODOT 448 TYPE 1 ASPHALT CONCRETE IN EXCESS OF
100 SQ FT – COMPLETE IN PLACE**

In cases where installation of material under Bid Item 1.01 exceeds an area of 100 square feet, the Contractor shall be compensated for furnishing and installing each additional square foot of ODOT Item 448 Type 1 asphalt material.

Measurement and payment shall be based on the amount of additional square feet installed beyond the 100 square-foot hole at accepted quantities, complete in place, at the contract prices under Bid Item 1.02. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details. Tack-coating shall be applied as specified and included in the bid price for this item.

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1.03 - RUBBERIZED ASPHALT - COMPLETE IN PLACE

This work consists of furnishing ODOT 448 Type 1 asphalt concrete complete in place per Bid Item 1.01 using rubberized asphalt emulsion per ODOT 702.13. This is required for all moratorium streets, which will be identified by the City. Tack-coating shall be applied as specified and included in the bid price for this item.

Measurement shall be based on each square foot of accepted material complete in place. Payment will be made under Bid Item 1.03 for accepted quantities, complete in place, at the contract prices. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

**1.04 - UPM HIGH PERFORMANCE COLD MIX (OR APPROVED EQUAL) -
COMPLETE IN PLACE**

A. General:

These bituminous patching mixes should be provided in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These grades shall consist of Winter Mix, Spring/Fall Mix, and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp weather or during hot weather in bituminous and concrete pavement.

B. Liquid Asphalt:

The asphalt blend and aggregate shall conform to the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

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Temperature	Volume % Total Distillate		Volume % Original Sample	
	Min	Max	Min	Max
to 437°F (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C)% Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION		
Absolute Viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa-s)
Penetration, Modified with Cone	ASTM 05*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

*Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified.

The total moving weight of the cone and attachments must be 150 ±0.1 grams. Also, the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

C. Aggregate:

The aggregate shall be crushed stone and shall meet the following requirements:

Sieve Analysis – ASTM C 136

Sieve	#9 ASTM D448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (09.5 mm)	100	90-100	90-100
#4 (4.75 mm)	85-100	55-85	20-55
#8 (4.75 mm)	14885	5-40	5-30

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Sieve	#9 ASTM D448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D448 Percent Passing
#16 (1.18 mm)	0-10	0-10	0-10
#50 (0.30 mm)	0-5	0-5	0-5

Soundness Loss (Sodium, 5 cycles)	ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss	ASTM C 131	45.0% maximum
Specific Gravity	ASTM C 127 & 128	2.45-2.85
Absorption	ASTM D 2042	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss	ASTM C 117	2.5% maximum

D. Preparation of Mixture:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130°C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	4.5 to 7.0% (adjust aggregate appropriately)
Aggregate	95.0 to 93.5%

Selection of aggregate must achieve a calculated surface area of 8 to 13 ft²/lb. and maintain at least two (2) fractured surfaces. Aggregates in this range are preferred based on performance and asphalt required. Test results must be maintained through contract duration. Reports identifying quality variations of aggregate will be provided quarterly (ASTM C 136). The ratio of aggregate to asphalt must be determined for each increment of 500 tons of finished mix during production. Reports identifying quality variations of delivered mix will be provided quarterly. Testing must include specific testing to determine water content in finished mix to minimize errors in measuring asphalt content. The following two procedures are required: ASTM D 2172 Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures and ASTM D 1461 Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures.

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The mixture may be prepared with no heat to the aggregate when determined as acceptable by laboratory testing. Heat should be applied to the aggregate when determined as necessary by laboratory testing prior to production of the mixture or by a technical representative.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (79°C).

When producing in a batch plant, wet mix time in the pug mill should typically be in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%), as outlined in ASTM D 2489.

E. Mixture:

The mixture shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water	Visual	Less than 5%
Extraction of Bituminous Material	ASTM 02172	4.5 to 7.0%
Sieve Analysis of extracted aggregate	ASTM C 136	See aggregate specification
Minus 200 (0.075mm) of extracted aggregate	ASTM C 117 & ASTM C 136	4.0% Maximum ²
Shelf Life of 100 Tons or more		One-Year Minimum

Note 1: Place approximately 100 grams in a 250 mL glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate. That value is necessary to minimize the effect of the plant when producing the finished cold mix.

F. Performance Guarantee:

The supplier of the material shall guarantee the performance of the mix to meet the following requirements:

- i. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months

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- ii. Smaller quantities must be reasonably covered.
- iii. Repaired areas shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory material with acceptable material. The acceptable material shall be provided by the Contractor.

All materials accepted for bid must complete a multi-seasonal performance evaluation. Material must be installed by the Contractor, at locations selected by DPU, using procedures established by DPU. Performance monitoring using standard industry procedures including photographs will be agreed upon by DPU and provided by material supplier. A minimum of three on-going performance trials will be required during the contract's duration.

Material safety sheets must be provided in the bid submission and retained on file in DPU for all items listed in these specifications.

G. Laboratory Test:

The City 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 City. 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.

H. 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 City 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 the City. If said Contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City 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.

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I. Delivery Ticket / Service Ticket / Packing Slip:

- i. All deliveries must be accompanied by a numbered delivery ticket/service ticket or packing slip and must include the following information:
 1. Delivery Ticket, service ticket or packing slip must be numbered
 2. Date of service or material ordered
 3. Date delivered
 4. The quantity of each commodity/service ordered and delivered, whether on a per pound, per ton, per tank, per sack, and/or per gallon basis (as specified on the bid schedule of items)
 5. Must be signed by an authorized City representative who received the material or services
 6. A copy of the delivery or packing slips must be given to a DPU representative at the time of delivery
- ii. The awarded vendor will be responsible to provide a DPU representative the accurate and complete set of these documents per shipment.

J. Basis of Payment:

Measurement shall be based on each square foot of material installed per City Standards. Payment will be made under Bid Item 1.04 for accepted quantities, complete in place, at the contract price.

**1.05 - UPM HIGH-PERFORMANCE COLD MIX (OR APPROVED EQUAL)
DELIVERED TO HARVARD YARD**

This item is for the material and delivery of UPM High-Performance cold mix (or approved equal) material to Harvard Yard located at 4600 Harvard Avenue, Newburgh Heights, Ohio 44105. The material shall be as specified in Bid Item 1.04 per manufacture and/or supplier standards.

Measurement shall be based on each ton of material delivered to Harvard Yard within the specified timeframe. Payment will be made under Bid Item 1.05 for accepted quantities at the contract price.

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**1.06 - UPM HIGH-PERFORMANCE COLD MIX (OR APPROVED EQUAL)
PICKED UP BY DPU**

This item is for the UPM High-Performance cold mix (or approved equal) material which will be picked up by DPU as needed. Material shall be as specified in Bid Item 1.04 per manufacture and/or supplier standards.

Measurement shall be based on each ton of material picked up by DPU from the asphalt plant. Payment will be made under Bid Item 1.06 for accepted quantities at the contract price.

**1.07 - COLD MIX REMOVED AND REPLACED WITH HOT ASPHALT MIX
AND SEALED**

Work under this item is comprised of the following:

- A. Remove restored areas paved with cold mix as designated without loosening or damaging adjacent pavement. Dispose of removed pavement according to ODOT 202. Saw or otherwise cut a neat joint at the removal limit if it does not occur at an existing joint. Remove all asphalt from the surface to the top of the concrete base.
- B. Apply tack coat material specified herein to thoroughly coat the exposed surface and to fill any cracks and joint openings.
- C. Place and compact approved Item 448 Type 1 asphalt concrete in one or more lifts as necessary to finish flush with the adjacent pavement surface. Continuously compact each lift while the material is in a workable condition throughout the depth of the lift.
- D. Seal the perimeter surface of the repaired area by applying a nominal 4 inch wide strip of approved ODOT 702.04 asphalt material, RS-1, RS-2, CRS-1, or CRS-2, or 702.01 approved PG binder.

Measurement shall be based on each square foot of cold mix properly removed and replaced with hot asphalt. Payment shall be made under Bid Item 1.07 for removal of cold mix, proper disposal of cold mix, saw or otherwise cutting, applying tack coat as specified in Bid Item 1.10, placing and compacting Item 448 Type 1 asphalt concrete, as specified in Bid Item 1.01. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

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1.08 - ASPHALT FIBER MESH - COMPLETE IN PLACE

A. Description:

This work consists of providing and placing a pavement reinforcement system in areas of asphalt pavement restoration.

B. Material:

A pavement reinforcing system shall be provided along the restored area of pavement repair. The pavement reinforcing system shall consist of a custom-knitted fiberglass mesh with elastomeric polymer coating and pressure sensitive adhesive backing.

The pavement reinforcing system shall be specifically designed to be placed between layers of asphaltic concrete.

<i>Property</i>	<i>Test Method</i>	<i>Details</i>
Tensile Strength	ASTM D6637	
Across Width		1120 lbs/in
Across Length		560 lbs/in
Elongation at Break	ASTM D6637	<3 %
Melting Point	ASTM D276	>425 °F
Mass/Unit Area	ASTM D5261-92	16 oz/yd ²
Roll Length		197 ft
Roll Width		5 ft
Aperture Size		0.5 in ²

C. Basis of Payment

Measurement shall be based on each square foot of accepted material complete in place. Payment will be made under Bid Item 1.08 for accepted quantities, complete in place, at the contract prices. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

1.09 - EDGE SEALING MATERIAL - COMPLETE IN PLACE

This work consists of sealing the perimeter surface of the restored pavement area by applying a nominal 4 inch wide strip of approved ODOT 702.04 asphalt material, RS-1, RS-2, CRS-1, or CRS-2, or 702.01 approved PG binder. Do not allow traffic on the sealant until it has cured, and the possibility of tracking no longer exists. However, if CWD determines it is necessary to allow traffic to pass over the sealant before adequate

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curing, the contractor shall place dust Portland cement, sand, or other approved fine aggregate material over sealed areas to eliminate pickup or tracking.

Measurement shall be based on each linear foot of 4-inch wide sealing material applied to asphalt material. Payment will be made under Bid Item 1.09 for accepted quantities, complete in place, at the contract price.

1.10 - TACK-COATING

A. Description:

This work consists of preparing and treating a paved surface with asphalt material as it applies to all hot mix asphalt jobs and at additional locations as determined by DPU.

B. Materials:

Conform to the applicable requirements of ODOT 702 for the asphalt material and use one of the following types: 702.04 RS-1, SS-1, SS-1h, CRS-1, CSS-1, or CSS-1h; or 702.13.

C. Equipment:

Provide adequate cleaning equipment, spreader boxes, and distributors. Use distributors designed, equipped, maintained, and operated to apply asphalt material at the specified rate per square foot with uniform pressure over the required width of application. Ensure that the distributor includes a tachometer, pressure gauges, accurate volume measuring devices, or a calibrated tank. Mount an accurate thermometer with a range covering the specified application temperature for asphalt material at approximately center height of the tank with the stem extending into the asphalt material. Ensure that the distributor has a full-circulating system with a spray bar that is adjustable laterally and vertically. Ensure that the spray bar will maintain a constant height above the pavement under variable load conditions. Supply each distributor with suitable charts showing truck and pump speeds and other pertinent application data necessary to obtain the required results. Do not use equipment that cannot obtain the correct tack application. Where application with a distributor is not feasible, a hand wand may be permitted by DPU if uniformity of application is maintained across the entire surface.

D. Weather Limitations:

Do not apply the asphalt material if the surface temperature is below 50°F.

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E. Preparation of Surface:

Ensure that the surface is thoroughly clean and dry when the asphalt material is applied. Remove material cleaned from the surface and dispose of it as the engineer directs.

F. Application of Asphalt Material:

Uniformly apply the asphalt material with a distributor having clean nozzles functioning properly. Obtain the engineers approval for dilution with water, if desired to achieve a more uniform application. DPU will not pay for diluted tack used without approval. Ensure any diluted asphalt material used for tack has a minimum viscosity of 20 seconds Saybolt Furol (702.04).

For irregular areas such as driveways and intersections, apply the asphalt material using a method that the Engineer approves.

Apply the tack coat in a manner that offers the least inconvenience to traffic and that allows one-way traffic without pickup or tracking. Only apply the tack coat to areas that will be covered by a pavement course during the same day. Obtain the Engineer's approval for the quantity, rate of application, temperature, and areas to be treated before application of the tack coat. The engineer will determine the actual application in gallons per square foot by a check on the project. The application is considered satisfactory when the actual rate is within +/- 10 percent of the required rate and the material is applied uniformly with no visible evidence of streaking or ridging. The engineer will require repairs to equipment when ridging, streaking, or other non-uniform coverage is observed, and a subsequent test strip to demonstrate proper application. If the application is not uniform and not corrected, the total square yardage of non-uniform application will be considered non-specification material. The engineer will determine the number of square feet for non-payment.

G. Basis of Payment:

Measurement shall be based on each square foot of tack coat applied to the surface as specified herein. Payment will be made under Bid Item 1.10 for accepted qualities, complete in place, at the contract price for areas determined by DPU. Payment under this item only applies to additional locations as determined by DPU. All hot mix asphalt Bid Item work that require tack coating shall include tack coating in the bid price for that item and shall not be paid under Bid Item 1.10.

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1.11 - ASPHALT GRINDING (UP TO 2" DEEP)

This item shall include all work and equipment necessary for milling (grinding) asphalt to a depth of up to two (2) inches per City Standards.

Measurement shall be based on each square foot of grinded asphalt. Payment will be made under Bid Item 1.11 for accepted quantities at the contract price.

1.12 - MILL AND FILL (UP TO 2" DEEP – IN EXCESS OF 25,000 SQ. FT.)

This item shall include all work and equipment necessary for milling (grinding) asphalt to a depth of up to two (2) inches in excess of 25,000 sq. ft. per City Standard and replacement with a one (1) inch intermediate course, tack coat and 1-1/4 inch surface wearing course.

Asphalt concrete shall comply with ODOT Item 301, 446 and 448.

Recycled material shall be limited to wearing course maximum of 10% and intermediate maximum of 20%.

Gutters shall be sealed with asphalt concrete for a distance of four (4) inches from the curb. The gutter seal shall be applied at a uniform rate, width, and without excess material left on the surface. The gutter seal shall be applied at a temperature between 300-350 degrees Fahrenheit immediately upon completion of the surface course.

This item shall include raising all castings to grade as may be required.

The surface course shall comply with Section 1.01 of these specifications.

The tack coat shall comply with Section 1.10 of these specifications.

The quantity shall be paid for at the applicable contract price per unit of measurement, which price and payment shall be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work required by this section of the specifications.

**1.13 - MILL AND FILL
(between 2" and 3" DEEP—IN EXCESS OF 25,000 SQ. FT.)**

This item shall include all work and equipment necessary for milling (grinding) asphalt to a depth of up to three (3) inches in excess of 25,000 sq. ft. per City Standard and replacement with a 1-3/4 inch intermediate course, tack coat and 1-1/4 inch surface wearing course.

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Asphalt concrete shall comply with ODOT Item 301, 446 and 448.

Recycled material shall be limited to wearing course maximum of 10% and intermediate maximum of 20%.

Gutters shall be sealed with asphalt concrete for a distance of four (4) inches from the curb. The gutter seal shall be applied at a uniform rate, width, and without excess material left on the surface. The gutter seal shall be applied at a temperature between 300-350 degrees Fahrenheit immediately upon completion of the surface course.

This item shall include raising all castings to grade as may be required.

The surface course shall comply with Section 1.01 of these specifications.

The tack coat shall comply with Section 1.10 of these specifications.

The quantity shall be paid for at the applicable contract price per unit of measurement, which price and payment shall be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work required by this section of the specifications.

1.14 - OFF-DUTY OFFICER

If a job obstructs an intersection or a traffic lane of a major street, or for other special conditions, DPU may direct the Contractor to employ an off-duty Police Officer to direct traffic.

The Contractor will be paid for such services based on the hours the Police Officer is on the job site. For jobs in the City of Cleveland, the Contractor shall use off-duty City of Cleveland Police Officers. In the suburbs, the Contractor shall use local off-duty Police Officers from that suburb, if available. No payment shall be made under this item for employment of an off-duty officer when not directed by DPU, including the Contractor's use for traffic control, safety, and security.

The Contractor shall not assume that this amount will be made part of the Contract Price, nor shall he assume that any payment will be made for unauthorized work under this item.

1.15 - MISCELLANEOUS ITEMS ALLOWANCE

A fixed lump sum price is stipulated by the City to cover additional work, materials, and other unforeseen costs generated under this contract.

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The Contractor shall not assume that this fixed lump sum amount will be made part of the Contract Price, nor shall he assume that any payment will be made for unauthorized work under this item. Only by approval of quotation from the Engineer shall the Contractor be authorized to work and receive payment under this item.

**1.16 – Calculation Allowance for Abnormal Start Time
(from worksheet Appendix A)**

BID ITEM 2 - CONCRETE

2.01 - ODOT 305 CONCRETE - COMPLETE IN PLACE

A. Description:

This work consists of constructing a Portland cement concrete base or surface as specified herein.

B. Construction:

The requirements of ODOT Item 451 apply, except as follows:

- i. Does not comply with the requirements of 451.07.
- ii. Provide dowels at transverse contraction joints in mainline pavement, ramps, acceleration/deceleration lanes, or collector/distributor lanes. Dowels for contraction joints in concrete shoulders on mainline pavement, ramps, acceleration/deceleration lanes, or collector/distributor lanes are not required unless the contraction joint is located within 500 feet of a pressure relief joint.
- iii. Do not place construction joints within 6 feet of another parallel joint.
- iv. Modify the curing membrane application rate specified in 451.10 to 200 square feet per gallon of treated pavement surface.
- v. Produce a final surface with a uniform, gritty, longitudinal, or transverse texture using a broom drag in either direction.
- vi. Ensure that pavement surface variations do not exceed ¼ inch in 10 feet.
- vii. Impressing station numbers into the plastic concrete as specified in 451.09 is not required.

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C. Basis of Payment:

Measurement shall be based on each cubic yard of accepted material complete in place. Payment will be made under Bid Item 2.01 for accepted quantities, complete in place, at the contract prices. No additional payment shall be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

2.02 - C-650 CONCRETE INSTALLED PER CITY STANDARDS

This item includes the installation of a Class C mix using a minimum cement content of 650 pounds per cubic yard for concrete pavement. Refer to applicable sections of ODOT Item 452 for this item.

Measurement shall be based on each cubic yard of accepted material complete in place. Payment will be made under Bid Item 2.02 for accepted quantities, complete in place, at the contract prices. No additional payment shall be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

2.03 - FIBER REINFORCING ADDED TO CONCRETE MIX

This item covers fiber-reinforcement per City Standards to be added to the Cleveland 650 or ODOT 305 concrete mixes specified in this contract with the ingredients uniformly mixed. The fiber reinforcement shall be furnished either by batch mixing or continuous mixing, and the concrete mix shall be free of fiber balls when delivered to the site.

Measurement shall be based on each cubic yard of accepted material resulting from the addition of fiber-reinforcement to the Cleveland 650 or ODOT 305 concrete mix. Payment will be made under Bid Item 2.03 for the additional cost of adding fiber-reinforcement to the concrete mixes under Bid Item 2.01 and Bid Item 2.02. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

2.04 - ITEM MS-800 CONCRETE INSTALLED PER CITY STANDARDS

This class is a moderate-setting Portland cement concrete for accelerated strength development. Use a minimum cement content of 800 pounds per cubic yard and a maximum water-cement ratio of 0.43. Open the rigid replacement to traffic 24 hours after concrete is placed provided that test beams have attained a modulus of rupture of 400 pounds per square inch.

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Measurement shall be based on each cubic yard of accepted material complete in place. Payment will be made under Bid Item 2.04 for accepted quantities, complete in place, at the contract prices. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

2.05 - ITEM FS-900 CONCRETE INSTALLED PER CITY STANDARDS

This class is a fast-setting Portland cement concrete for accelerated setting and strength development. Use a minimum cement content of 900 pounds per cubic yard and a maximum water-cement ratio of 0.40. Open the rigid replacement to traffic 4 hours after concrete is placed provided that test beams have attained a modulus of rupture of 400 pounds per square inch.

Use an admixture conforming to 705.12, Type B or D, according to manufacturer's recommendations to keep the concrete plastic until the surface can be textured.

Just before placement add and mix calcium chloride with each batch of concrete. If using calcium chloride with 94 to 97 percent purity, add 1.6 percent by weight of the cement. If using calcium chloride with 70 to 80 percent purity, add 2.0 percent by weight of the cement. When using a calcium chloride and water solution, consider the water as part of the concrete mixing water and make appropriate adjustments for its inclusion in the total concrete mixture.

Use any other approved accelerating admixture at the dosage rate per cubic yard recommended by the manufacturer, provided the accelerating mixture produces the required strength.

Immediately after applying the curing compound, cover the replacement concrete with polyethylene sheeting and with building board according to ASTM C 208. Wrap the building board in black polyethylene sheeting, place the building board tight against the surrounding concrete, and weigh down the board to protect the fresh concrete from the weather.

Measurement shall be based on each cubic yard of accepted material complete in place. Payment will be made under Bid Item 2.05 for accepted quantities, complete in place, at the contract prices. No additional payment will be made over the contract unit price for any pavement with an average thickness in excess of that shown on the standard details.

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2.06 - ADDED COST FOR STAMPING CONCRETE

This item shall include the cost of stamping concrete with City standard patterns. Measurement shall be based on each square foot of stamped concrete that is acceptable to the Engineer. Payment will be made under Bid Item 2.06 for the additional cost of stamping surface concrete as directed by DPU

2.07 - ADDED COST FOR COLOR ADDITIVES TO CONCRETE

This item shall include the cost of color additives per City Standards to be added to any of the concrete mixes specified in this contract except the ODOT 305 concrete mix with the ingredients uniformly mixed. This item shall include the cost for arranging the truck(s) and equipment to be properly washed out. Under no circumstances shall the Contractor be permitted to wash out discarded material onto the street or into the storm/sanitary system.

Measurement shall be based on each cubic yard of accepted material resulting from the addition of color additives to the surface concrete. Payment will be made under Bid Item 2.07 for the additional cost of adding color additives to the concrete mixes as directed by DPU and for proper disposal of discarded material.

2.08 - ODOT 304 COMPACTED IN PLACE PER CITY STANDARDS

This item includes all work associated with installing the aggregate base per City Standards as shown on the detail drawings. Material shall conform to ODOT 703.17 and shall be compacted per ODOT 304.05.

Measurement shall be based on each square foot of accepted material compacted in place. Payment will be made under Bid Item 2.08 for accepted quantities, compacted in place, at the contract price.

2.09 - MATERIAL AND DELIVERY OF DOWEL BAR BASKETS 1"

Furnish and deliver to DPU (or location directed by DPU) 1-inch dowel basket assemblies conforming to ODOT 451.08 B.

Measurement shall be based on each dowel bar basket assembly 1 inch in diameter delivered to the specified destination within the specified timeframe. Payment will be made under Bid Item 2.09 for accepted quantities at the contract price.

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2.10 - MATERIAL AND DELIVERY OF DOWEL BAR BASKETS 1-1/4"

Furnish and deliver to DPU (or location directed by DPU) 1-1/4 inch dowel basket assemblies conforming to ODOT 451.08 B.

Measurement shall be based on each dowel bar basket assembly 1-1/4 inch in diameter delivered to the specified destination within the specified timeframe. Payment will be made under Bid Item 2.10 for accepted quantities at the contract price.

2.11 - REMOVAL OF BRICK PAVERS

When directed by the City, the Contractor shall replace sections of brick streets as specified herewith. This item shall include removal of sufficient brick such that new or replaced brick meets the existing brick in a staggered or "toothing" pattern allowing the patch to lock into the existing street. This item shall include all items associated with brick removal including, but not limited to, saw cutting if necessary, excavating, and removing of existing surface material(s). The Contractor will be instructed by DPU where to dispose or salvage removed materials. Contractor shall remove brick pavers using all due care to allow for reuse.

Measurement shall be based on each square foot of properly removed pavers. Payment will be made under Bid Item 2.11 for accepted quantities at the contract price and shall include proper disposal, or delivery to a location specified by DPU.

2.12 - INSTALLATION OF BRICK PAVERS (PAVERS SUPPLIED BY CITY)

When directed by the City, the Contractor shall replace sections of brick streets as specified herewith. This item shall include placement of removed and salvaged brick pavers or new pavers placed in the dry bed and set with a rubber setting mallet. The Contractor will not be required to purchase new pavers as part of the work.

This item shall include a 9-inch ODOT 305 mix concrete base paid separately under Item 11, and a 1-inch dry bed layer of Type M mortar and sand mixed at a 3 to 1, sand to cement ratio. The concrete layer should be left 5 inches below finished grade to allow for the dry bed and brick surface. Sufficient brick shall have been removed such that the new or replaced brick meets the existing brick in a staggered or "toothing" pattern allowing the patch to lock into the existing street. Once the bricks are installed the area is to be wet down. After the bricks are completely dry, the finish process, consisting of sweeping in a layer of silica sand into the voids between the brick to lock them in place may proceed. The final surface shall meet the existing grade and drainage slope. This item shall include all items associated with installation of brick pavers including tamping.

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Measurement shall be based on each square foot of pavers properly installed. Payment will be made under Bid Item 2.12 for accepted quantities, complete in place, at the contract price.

2.13 - CONCRETE CURB WITH UNDERDRAIN

Concrete curb shall be placed as per ODOT Item 609 except as modified herein. The construction of curb transitions and drop curbs in front of driveways and handicap ramps are incidental to the construction of the curb. Payment shall be made for the accepted linear feet of integral concrete curb or free standing concrete curb measured in place including all work necessary to place underdrains per City Standards. Underdrains shall be placed as per ODOT Item 605.

Measurement shall be based on each linear foot of concrete curb installed. Payment will be made under Bid Item 2.13 for accepted quantities, complete in place, at the contract price.

CONCRETE WALKS AND DRIVEWAYS (BID ITEMS 2.14 – 2.17)

The subsequent sections are general specifications that pertain to all concrete walks and driveways.

Except as otherwise directed, concrete sidewalks and driveways shall be one course of concrete.

A. Forms:

Forms for all construction shall be made of steel. Where standard lengths of steel forms cannot properly be used, wooden forms will be permitted for closure. Said wooden forms shall not be less than one and five-eighths (1-5/8) inches in thickness and the depth shall be no less than the thickness of the concrete to be placed.

B. Joints:

Immediately prior to the finishing of the surface, the sidewalk, driveway etc., shall be cut into slabs not longer than six feet on any one side. The joints shall be formed by a cutting tool or other means satisfactory to DPU. The markings in the surface of the work at these joints shall not be more than one-fourth inch deep. All edges shall be rounded with an approved edging tool to a radius of one-fourth inch.

C. Surface Finish:

Surface finishing shall immediately follow the placing and compacting of the concrete. Unless otherwise ordered, finish produced by broom finishing shall be required. All concrete slabs shall be edged around the entire perimeter unless otherwise directed.

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D. Curing:

All concrete shall be cured by the use of white liquid film. This white liquid shall have twenty-five (25) to thirty (30) percent effective solids and meet the requirements of OOOT 705.08 Class 2 (pigmented). A transparent liquid film may be substituted with prior written approval of DPU.

The curing materials shall be applied uniformly by means of an approved pressure spray distributor at the rate of one gallon to each two hundred (200) square feet of surface, and it shall be so applied that the concrete surface is completely coated and sealed in one application. The curing material shall be applied immediately after the concrete surface has been finished and before any marked dehydration has occurred. After the surface has been coated, it shall be protected from all traffic or abrasive action from any source.

E. Expansion Joints:

Prepared strips of pre-molded fiber expansion material meeting the requirements of OOOT 705.03 shall be one-half inch in thickness and of sufficient width to extend the entire depth of the concrete. They shall be placed in such a manner that the joint will be filled to within one-half inch of the finished surface of the concrete. Joints shall be constructed at intervals no greater than fifty feet unless otherwise ordered. Joints shall be placed where the sidewalk abuts curbing or other lateral sidewalks and along the building line where the sidewalk or driveway is laid full width from the curb to the building or other structures, or as otherwise directed by the appropriate DPU authorized representative. The edges of all joints so placed shall be rounded as hereinbefore specified. The cost for such expansion joints shall be included in the price of installing walk, driveway or curb. Where an expansion joint occurs in the abutting pavement, a three-quarter inch thick prepared strip of pre-molded fiber expansion material, extending entire depth and meeting the requirements of AASHTO M153 shall be placed through the curb and the sidewalk or along the edge of the driveway or integral concrete radius curbing and walk. Expansion joints shall be placed at every change in depth of the concrete.

F. Transverse Joints:

All curbs and the curb portion of integral concrete radius curbing and walk shall have one-quarter inch contraction joints constructed at maximum of six (6) foot intervals. For integral concrete radius curbing and walk and integral concrete curb and walk these joints shall line up with every joint cut in the sidewalk. The joint may be constructed with the use of metal separator plates, by the use of grooving tool, or sawed in accordance with the requirements ODOT Item 451. The depth of joint shall be one-inch minimum. The bottom of the saw kerf shall slope to the pavement or curb. The joint shall be filled with 705.01 or 705.02 joint sealer. Where expansion joints occur in the abutting pavement, they shall be provided for by separation of the section being placed with three-quarter inch 705.03 expansion joint.

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2.14 - 4-INCH SIDEWALK REPLACEMENT, IN KIND

This item shall include all work associated with installing concrete sidewalk of 4-inch thickness that conforms to the specifications listed above and the Standard Detail Drawings.

Measurement shall be based on each square foot of concrete sidewalk replaced in kind. Payment will be made under Bid Item 2.14 for accepted quantities, complete in place, at the contract price.

2.15 - 6-INCH SIDEWALK REPLACEMENT, IN KIND

This item shall include all work associated with installing concrete sidewalk of 6-inch thickness that conforms to the specifications listed above and the Standard Detail Drawings.

Measurement shall be based on each square foot of concrete sidewalk replaced in kind. Payment will be made under Bid Item 2.15 for accepted quantities, complete in place, at the contract price.

2.16 - 6-INCH DRIVE INSTALLED PER CITY STANDARDS

This item shall include all work associated with installing concrete driveway of 6-inch thickness that conforms to the specifications listed above and the Standard Detail Drawings.

Measurement shall be based on each square foot of concrete driveway installed. Payment will be made under Bid Item 2.16 for accepted quantities, complete in place, at the contract price.

2.17 - 8-INCH DRIVE INSTALLED PER CITY STANDARDS

This item shall include all work associated with installing concrete driveway of 8-inch thickness that conforms to the specifications listed above and the Standard Detail Drawings.

Measurement shall be based on each square foot of concrete driveway installed. Payment will be made under Bid Item 2.17 for accepted quantities, complete in place, at the contract price.

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2.18 - CURB RAMP INSTALLED PER CITY STANDARDS

This item shall include all work associated with installing curb ramps that conform to the Standard Detail Drawings and all ADA requirements.

Measurement shall be based on each square foot of concrete installed in constructing the curb ramp. Payment will be made under Bid Item 2.18 for accepted quantities, complete in place, at the contract price.

2.19 - SAW CUTTING (AS DIRECTED BY DPU)

The depth of cutting or scoring shall be such that no damage will result to the remaining slab after the removal of the designated portion. The location of all cuts shall be determined by DPU. Any damage to slabs or asphalt not designated for removal shall be replaced at the Contractor's expense. Saw cutting shall be included as part of each unit price where saw cutting is required to accomplish the identified work.

Measurement shall be based on each linear foot of cutting. Payment under Item 2.19 will be made for miscellaneous saw cuts that are directed by DPU. No payment will be made under this item for unauthorized saw cutting or for saw cutting that is included in the price bid for any other bid item under this contract.

2.20 - OFF-DUTY OFFICER

If a job obstructs an intersection or a traffic lane of a major street, or for other special conditions, DPU may direct the Contractor to employ an off-duty Police Officer to direct traffic.

The Contractor will be paid for such services based on the hours the Police Officer is on job site. For jobs in the City, the Contractor shall use off-duty City Police Officers. In the suburbs, the Contractor shall use local off-duty Police Officers from that suburb, if available. No payment will be made under this item for employment of an off-duty officer when not directed by DPU, including the Contractor's use for traffic control, safety, and security.

The Contractor shall not assume that this amount will be made part of the Contract Price, nor shall he assume that any payment will be made for unauthorized work under this item.

2.21 - MISCELLANEOUS ITEMS ALLOWANCE

A fixed lump sum price is stipulated by the City to cover additional work, materials, and other unforeseen costs generated under this contract.

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The Contractor shall not assume that this fixed lump sum amount will be made part of the Contract Price, nor shall he assume that any payment will be made for unauthorized work under this item. Only by approval of quotation from the Engineer shall the Contractor be authorized to work and receive payment under this item.

**2.22 – Calculation of Allowance for Abnormal Start Time
(from worksheet Appendix A)**

APPENDIX A

NAME OF FIRM
STREET
CITY/STATE/ZIP CODE
AUTHORIZED SIGNATURE
DATE

RESTORATION OF PAVEMENT FOR THE DEPARTMENT OF PUBLIC UTILITIES

WORKSHEET FOR CALCULATION OF ALLOWANCE FOR ABNORMAL START TIME

BID ITEM 1 - ASPHALT

I. Subtotal of Asphalt items 1.01 thru 1.15 ----->	\$
II. 10% of work estimated with abnormal start time (Item I x 10%) ----->	\$
III. Contractor Premium (%) for abnormal start time----->	%
Allowance for abnormal start time ----->	\$
(Item II x Item III)	(place on SOI item 1.16)

WORKSHEET FOR CALCULATION OF ALLOWANCE FOR ABNORMAL START TIME

BID ITEM 2 - CONCRETE

I. Subtotal of Concrete items 2.01 thru 2.21 ----->	\$
II. 10% of work estimated with abnormal start time (Item I x 10%) ----->	\$
III. Contractor Premium (%) for abnormal start time----->	%
Allowance for abnormal start time ----->	\$
(Item II x Item III)	(place on SOI item 2.22)

APPENDIX B

CONTRACTOR SAFETY PROGRAM

**CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES**



Contractor Safety Program



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15
PROGRAM TITLE	Contractor Safety
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	08/01/2017
REVISION NO.	1
REVISION DATE	11/2/2018

1.0 PURPOSE

The purpose of this Contractor Safety Program is to assist the Department of Public Utilities personnel in proactively communicating to contractors any/all recognized health and safety concerns that may potentially affect contractor employees or Department of Utility personnel.

2.0 SCOPE

This policy applies to all Department of Utilities contractors for hire when performing assigned work or activities that may expose them to hazards associated with DPU contracted work. This policy will ensure all contractors comply with Federal, State and local regulations applicable to contracted work being performed.

3.0 DEFINITIONS

Contract – is defined as any written agreement between the City of Cleveland/DPU and a Contractor set forth by a specific scope of work within but not limited to the City of Cleveland/DPU jurisdiction, infrastructure and facilities.

Construction Project – is defined as any/all work necessary to complete repair or replacement of infrastructure, facility, landscaping etc. in accordance with the City of Cleveland/DPU by Contractor.

Contractor – is defined as the individual, partnership, corporation, joint venture, or other legal entity having a contract with the City of Cleveland/DPU.

Contractor Safety Potential Hazard Notification Form – is defined as a written notification provided by the City of Cleveland/DPU to the contractor that lists recognized and potential hazards associated with the work activities. The hazards identified on this form are not all-inclusive, and the list shall be updated as necessary.

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SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15
PROGRAM TITLE	Contractor Safety
PROGRAM OWNER	DPU Risk Management

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Department Contract Administrator – is defined as the City of Cleveland/DPU employee appointed designee who has the responsibility for overseeing the contractor's activities. This designee may be but not limited to engineer, inspector, field supervisor etc.

Notice of Non-Compliance Safety Form – is defined as written notification provided to the Contractor alerting them that they are not in compliance with Federal, State, local and City safety regulations, or other best management practices.

Non-Compliant Hazardous Work Condition – is defined as any hazardous work condition that is considered to be non-compliant with Federal, State, local and City safety regulations.

Non-Construction Project – is defined as a project dedicated to preventive or scheduled maintenance on but not limited to parts, repairs, carpeting, painting, rodent control and other services such as surveying and building services etc.

Pre-Construction Safety Meeting Checklist – is defined as a checklist used by the City of Cleveland/DPU personnel to ensure that health and safety issues are discussed and communicated to the contractor prior to the start of work activities.

Safety Concerns – is defined as conditions that may become dangerous if best safety management practices are ignored.

Pre-Construction Safety Meeting Checklist – is defined as a checklist used by the City of Cleveland/DPU personnel to ensure that health and safety issues are discussed and communicated to the contractor prior to the start of work activities.

Safety Concerns – is defined as conditions that may become dangerous if best safety management practices are ignored.

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4.0 RESPONSIBILITIES

4.1 DPU Director

Ensure that the Contractor Safety Policy is implemented. The Director for the Department of Public Utilities has the authority to delegate any or all portions of this policy to subordinates; however, the Department Director is responsible for compliance.

4.2 DPU Division Commissioner

- Assign a Divisional Contractor Administrator for any work regarding outside contractors.
- Ensure this Contractor Safety Program is implemented and followed at their respective divisions.

4.3 DPU Purchasing and Contract Manager

- Regularly communicate DPU planned and in process contracts and procurement activity to DPU Risk Management.
- Request review and comment by DPU Risk Management on contract and bid documents including specifications and associated documents.

4.4 DPU Divisional Contractor Administrator

- Complete and include requests for safety programs information and potential hazard notification forms regarding the contract. **(HSE-SWP-15b and 15e)**
- Coordinate Pre-Construction Safety Meetings. **(HSE-SWP-15c)**
- Issue Notice of Non-Compliance notifications to contractors observed not working safely, creating unsafe conditions, or not following their submitted health and safety plans while performing DPU contracted work. **(HSE-SWP-15d)**

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4.5 DPU Employees

- Initiate Notice of Non-Compliance (Safety) for identified safety and health hazards at the worksite.
- Notify immediately the Divisional Administrator or Risk Management Group of any identified safety and health hazards at the worksite.

4.6 DPU Risk Management Group (To Include Divisional Safety Programs Managers)

- Review this Contractor Safety Program annually
- Attend pre-construction meetings
- Act as subject matter experts in support of the DPU appointed Contract Administrator
- Review and approve contractor submitted safety programs, and plans.
- Inspect contractor work sites as needed and address any non-compliance issue with contractor and contract administrator.

5.0 CONTRACTOR PROCEDURES

5.1 Contractor General Requirements

All contractors are required to follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 CFR 1926) and General Industry (29 CFR 1910).

Contract specifications for all projects shall provide worksite information regarding known health and safety concerns. Contractor shall supply all safety related documentation listed in the safety section of the contract specifications.

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5.2 Pre-Construction Safety Meeting Preparation

Prior to bid, all safety and health concerns shall be addressed. The DPU Divisional Contractor Administrator shall complete the "Request for Safety Information Form" (**HSE-SWP-15e**) and the "Contractor Safety Potential Hazard Notification Form" (**HSE-SWP-15b**). These forms will be used to review general safety guidelines and safety issues covered in the contract specifications.

5.3 Divisional Pre-Construction Safety Meeting Guidelines

DPU representatives and the Contractor(s) shall have a Pre-Construction Safety Meeting prior to the start of work activities. Participation in the meeting shall include, at a minimum: Contractor representative, Department/Division Contractor Administrator, Safety Personnel (or designee), and any person familiar with potential hazards that may arise throughout the project.

The following forms shall be reviewed and signed by the DPU representative and Contractor(s):

- Contractor Safety Potential Hazard Notification Form (**HSE-SWP-15b**)
- Pre-Construction Safety Meeting Checklist (**HSE-SWP-15c**)
- Request for Safety Information Form (**HSE-SWP-15e**)

The Contractor have a written safety program and enforcement policy in place and available for review at the Pre-Construction Safety Meeting.

At any time, representatives of the Department of Utilities or members of the Risk Management Group have the right to request and review all safety-related documents referenced in the Program.



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5.4 Non-Construction Projects

The Department/Division Contractor Administrator (or designee) who manages non-construction projects at DPU worksites shall ensure that all safety-related forms and checklists (HSE-SWP-15b through HSE-SWP-15e) are completed and approved.

All documentation shall be kept available for review for the duration of the work activities.

5.5 Contractor Safety Deficiency Notifications

If the Department/Division Contractor Administrator becomes aware of a hazardous or potentially hazardous situation, or a violation of Federal, State or local safety regulations, the Contractor shall be notified immediately. Field Construction inspectors shall follow guidelines outlined in the SOP (***HSE-SWP-15a***), Field Inspection Guidelines.

Verbal notification is acceptable as an immediate action, provided that a "Notice of Non-Compliance Safety Form" (***HSE-SWP-15d***) is completed and acknowledged by the Contractor as soon as possible.

The Department/Division Contractor Administrator (or designee) has complete authorization to stop all Contractor work activities when there is a potential for serious injury or death, or when there is observed non-compliance of safety regulations.

Any City of Cleveland/DPU employee may report their concerns or observations of uncontrolled hazardous conditions at a contractor worksite to the Department/Division Contractor Administrator (or Designee). The Department/Division Contractor Administrator shall notify the Contractor as stated previously in this section.

If the hazardous conditions remain uncontrolled after the "Notice of Non-Compliance Safety" has been issued, the Department/Division Contractor Administrator shall contact

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the Chief Safety Officer to determine if further action is warranted and if the Contractor's failure to comply meets Section B-35 "Failure to Meet Performance Requirements" outlined in contract Part B General Conditions.

5.6 Sample Contractor Health and Safety Specifications

This section contains proposed wording (**in *Italics***) for contract specifications. The wording in the following seven (7) paragraphs shall be reviewed and incorporated in contracts valued at \$500,000 or based on the complexity and inherent hazards of the work. Modification of the wording is permissible, as necessary, to meet specific contract requirements and specifications.

It is recommended that the Contractor-appointed Safety Officer be present during discussions and approval of the health and safety portion of any contract.

5.6.1 Health and Safety Information Submittals:

- *In accordance with regulatory requirements, contractors are required to maintain written health and safety program information at the work site.*
- *At a minimum the contractor shall maintain, at the worksite, the relevant safety programs included in Item 4 of the "Contractor Safety-request for Safety Information" checklist. (**HSE-SWP-15c**)*
- *The contractor must, by means of a qualified person (i.e. an individual knowledgeable of applicable regulations), certify that the requested environmental health and safety submittals are compliant with the Federal, State and Local regulatory requirements.*



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5.6.2 Safety Equipment:

- *The contractor is also responsible for providing and maintaining their own safety equipment and personal protective equipment as required by OSHA, Public Employee Risk Reduction Program (PERRP) and EPA regulations.*

5.6.3 Pre-Construction Safety Meetings:

- *Prior to the start of work activities, the contractor shall meet with representatives of the City of Cleveland/DPU in a Pre-Construction Safety Meeting for the purpose of reviewing safety procedures and other pertinent safety information that will aid in ensuring safe project completion.*
- *During the Pre-Construction Safety Meeting, the City of Cleveland/DPU and the Contractor will review and complete the "Contractor Safety-Potential Hazard Notification" and the Pre-Construction Safety Checklist" forms.*

5.6.4 Site Health and Safety Plans:

- *The Contractor is responsible for development of a site-specific Health and Safety Plan, as required by contract specifications, OSHA, PERRP and EPA regulations.*
- *Health and Safety Plans will be required when construction activities are conducted in hazardous waste areas regulated under Federal, State and Local HAZWOPER regulations. The City of Cleveland/DPU will assist the contractor in the determination of applicability of these regulations regarding any work location in question.*
- *Where required, the Contractor will be responsible for completing specific training, or obtaining specific certifications to work in regulated areas.*

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5.6.5 Contractor Designated Health and Safety Representative:

- *The Contractor shall be responsible for appointing an individual to act as Health and Safety Officer for the awarded project. Contractor Health and Safety Officers must have knowledge of safe work practices and regulations governing the project. Documentation outlining the Health and Safety Officer's qualifications shall be submitted to the DPU Contract Administrator or designee within 15 days of the award of the contract or the start of work activities.*
- *The Contractor's Health and Safety Officer shall participate in the Pre-Construction Safety meeting and will have the authority during the project to correct safety deficiencies identified at the work sites. The Contractor's appointed Health and Safety Officer shall address any "Notice of Non-Compliance (Safety)" issued by the City of Cleveland/DPU Contract Administrator.*
- *The Contractor understands that the City of Cleveland/DPU and Division Administrator has the responsibility of ensuring that the project is completed in compliance with the contract specifications. Therefore, the City of Cleveland DPU/Division Administrator has the right to protect the City of Cleveland's/DPU's personnel from non-compliant hazardous work conditions created by the contractor and will request to have hazards abated prior to inspecting and accepting any aspect of the project.*

5.6.6 Hazard Disclosers Relevant to Contractor Work Site:

- *The City of Cleveland/DPU shall, to the best of its ability and knowledge, provide information pertaining to unique hazards of the work site to the contractor.*
- *If safety hazards remain unaddressed following the issuance of a "Notice of Non-Compliance (Safety)", the Contract Administrator may utilize the assistance of the DPU Risk Management Group in determining the need for further intervention to assure that compliance is achieved.*

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5.6.7 Contract Scheduling and Miscellaneous Disclosers

- *If the contract work disrupts the City of Cleveland's/DPU's staff or the general public, the Contractor shall make every effort to schedule work after normal business hours. Where absolutely necessary, the temporary relocation of affected City employees will be made for the duration of the construction work.*
- *All affected City of Cleveland/DPU employees shall be informed with advanced notice of any construction-related work that may affect their work areas. Notifications shall be made via email or written memo. Notifications must include; start and end dates, work areas affected, description of work, name and phone number of the Department/Division Contract Administrator, names and phone numbers of the Safety Officers and Risk Manager.*
- *Employees should be instructed to notify the Department/Division Contract Administrator pertaining to any logistical issues or concerns.*
- *Safety and health concerns should be directed to the DPU Risk Management Group.*

6.0 TRAINING

DPU employees who are Contract Administrators, Commissioners, Engineers, Field Inspectors, and members of the DPU Risk Management Group shall receive initial training on this Contractor Safety Program.

6.1 Training Frequency

All employees who oversee contracted work whether construction related or non-construction related shall receive training on this program according to the following schedule:

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- New employees will receive initial training within the first six months of hire.
- Current employees will be required to attend mandatory training on an as-need basis, or at least every three (3) years.

7.0 RECORDKEEPING

Associated training records will be maintained by the Training Department. All training session attendance rosters will be turned into the Training Department within two (2) business days after the training session and will be entered into the ADP system.

Hard copies of the training materials and class rosters will be maintained by DPU Risk Management.

8.0 FORMS/REFERENCES

HSE-SWP-15a	DPU Field Safety Inspection Guidelines
HSE-SWP-15b	Contractor Safety Potential Hazard Notification Form
HSE-SWP-15c	Pre-Construction Safety Meeting Checklist
HSE-SWP-15d	Notice of Non-Compliance (Safety)Form
HSE-SWP-15e	Request for Safety Program Information
CPL 02-00-124	OSHA Multi Employer Citation Policy

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SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15a
PROGRAM TITLE	Field Safety Inspection Guidelines
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	9/1/2018
REVISION NO.	1
REVISION DATE	8/21/18

1.0 PURPOSE

Provide general guidance to DPU's Field Inspectors should they encounter a work site safety hazard while performing their routine inspection duties.

2.0 SCOPE

This procedure defines general actions to be taken by the Field Inspector. It is not intended to be all-inclusive nor does it give the Inspector responsibility or authority for the Contractor's safety program and practices.

3.0 RESPONSIBILITIES

3.1. Contractor –Construction site safety rests solely with the Contractor. The Contractor is responsible for providing a safe workplace for its personnel, including its Subcontractors, Suppliers, DPU, consultants, and general public, etc. who may be in the area.

3.2. Field Inspector – As applicable to this procedure, the Field Inspector is responsible for notifying the Contractor's representative(s) should the inspector recognize any hazard, which in the best, knowledgeable judgment of the inspector is deemed a safety hazard.

3.2.1. The Field Inspector is not a qualified Safety Professional and is not expected to recognize all types of hazards.



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15a
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PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	9/1/2018
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REVISION DATE	8/21/18

- 3.2.2.** The Field Inspector is only expected to recognize a hazard that any reasonable non-safety professional may be expected to recognize, or one for which they have received training. For example, unprotected excavations, confined spaces, traffic control deficiencies.
- 3.2.3.** The Field Inspector is responsible for enforcing contract specifications, including verification that the Contractor fulfills its safety requirements (for example: having a "responsible person" on site or having a documented safety plan, etc.).
- 3.2.4.** The Field Inspector's safety obligations extend ONLY to recognizable hazards identified while performing his/her normal onsite duties. The Field Inspector's focus shall be on whether or not construction activities are in accordance with contract and design requirements and not on safety hazards or practices.
- 3.2.5.** The Field Inspector shall not agree to review the Contractor's safety program or the adequacy of a specific safety activity or practice by the Contractor. The contractor's safety program will be reviewed by the DPU's Chief Safety Officer's Office, and questions regarding specific safety activities should be directed to the Safety Programs Officer assigned to their division.
- 3.2.6.** The Field Inspector shall document any conversation with the Contractor regarding safety. Documentation may be as simple as a log entry or a note to file, or as formal as a letter to the Contractor.



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PROCEDURE NUMBER	HSE-SWP-15a
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PROGRAM OWNER	DPU Risk Management

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3.2.7. As appropriate, the Field Inspector shall document identified hazards with photographs.

3.2.8. As a representative of the City, the Field Inspector shall set an example and abide by DPU's and Contractor's safety program requirements while in the construction area. This includes wearing hardhats and safety glasses in designated areas, observing confined space entry procedures, etc.

4.0 PROCEDURE

4.1. Should the Field Inspector observe ***an immediate hazard that at any moment may result in an accident causing severe injury or death***, the Field Inspector shall:

4.1.1. **ACT immediately to protect human life. STOP THE OPERATION. REMOVE personnel from threat of the hazard. If necessary, bypass the normal chain-of-command.**

4.1.2. No work will be permitted to continue in the vicinity of the hazard until the hazard is abated.

4.1.3. Immediately notify the Contractor's Foreman or responsible person, and the Safety Programs Officer assigned to that division.

4.1.4. Record in the daily log or notes the date, time, and name of person(s) notified.



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4.1.5. Document the hazard with photographs and written detailed report, if deemed necessary.

4.2. Should the Field Inspector **observe a hazard that may not be an immediate danger, but could result in an accident causing severe injury or death**, the Field Inspector shall:

4.2.1. Notify the Contractor's Foreman or responsible person, both verbally and in writing.

4.2.2. Record in the daily log or notes the date, time, and name of person(s) notified.

4.2.3. Allow the Contractor reasonable time to correct the hazard.

4.2.4. Document the hazard with photographs and written detailed report, if deemed necessary.

4.3. Should the Field Inspector observe a **hazard that could result in minor or less serious injury**, the Field Inspector shall:

4.3.1. Advise the Contractor both verbally and in writing of the hazard and the necessity of mitigating the hazard.

4.4. If the Contractor does not correct the hazard in reasonable time (for the severity of the hazard):

4.4.1. The Field Inspector shall notify their supervisor or the Safety Programs Officers assigned to their division for assistance in resolving the matter with the Contractor's Superintendent.



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4.4.2. The Safety Programs Officer shall consult the DPU Division's Safety Programs Manager if further assistance is needed to resolve the matter.

4.4.3. DPU's Chief Safety Officer shall determine whether or not OSHA shall be notified and if Contractor shall be prevented from continuing work in the hazardous area.

5.0 RECORDS

5.1. Log entries.

5.2. Written communications to and from the Contractor.

5.3. Reports and photographs.

6.0 REFERENCE

HSE-SWP-15 DPU Contractor Safety Program



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15b
PROGRAM TITLE	Contractor Safety Potential Hazard Notification Form
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
REVISION NO.	1
REVISION DATE	11/2/2018

Project Title and Contract No: _____
Pre-Construction Meeting Date: _____
Contractors Name: _____
Scheduled Project Start Date: _____
Contractor's Safety Representative: _____
Contractor's Phone No: _____
DPU Representative: _____
DPU Divisional Safety Programs Manager: _____

NAME

PHONE NUMBER

Safety Considerations and Potential Hazards

Item #	Location & Precautions
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

I (*contractor name*) _____ understand that I am required to provide this information to my employees. I also understand that the hazard information presented to me is based on the City of Cleveland/DPU's understanding of the work location as it pertains to their (City of Cleveland/DPU) activities. I further understand that my (contractors) activities will

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PROCEDURE NUMBER	HSE-SWP-15b
PROGRAM TITLE	Contractor Safety Potential Hazard Notification Form
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
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require me to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Federal, State and Local regulations.

Contractor Representative: _____ Date: _____

DPU Representative: _____ Date: _____

***Disclaimer:** Potential hazards identified on this form may not be complete. It is the contractor's responsibility to address and notify DPU of any unforeseen hazards that may arise while executing their contracted work activities.*



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15b
PROGRAM TITLE	Contractor Safety Potential Hazard Notification Form
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
REVISION NO.	1
REVISION DATE	11/2/2018

Project Title and Contract No: _____
Pre-Construction Meeting Date: 01/01/17
Contractors Name: The Excavation Company
Scheduled Project Start Date: 01/05/17
Contractor's Safety Representative: Mike Safety
Contractor's Phone No: 216-555-DIGG
DPU Representative: Mr. Engineer
DPU Divisional Safety Programs Manager:

Bob Safety Manager

NAME

216-555-DIGG

PHONE NUMBER

Safety Considerations and Potential Hazards

Item #	Location & Precautions
1.	Intersection of Cleveland and Euclid Street- know underground utilities
2.	Existing utilities – previously disturbed soil – “C” soil conditions observed
3.	Playground and residential houses near work locations
4.	Speed limit 35 mph – Additional traffic control and flagger needed for construction work zone.

I (*contractor name*) Excavation Company understand that I am required to provide this information to my employees. I also understand that the hazard information presented to me is based on the City of Cleveland/DPU's understanding of the work location as it pertains to their (City of Cleveland/DPU) activities. I further understand that my (contractors) activities will require me to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Federal, State and Local regulations.



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15b
PROGRAM TITLE	Contractor Safety Potential Hazard Notification Form
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
REVISION NO.	1
REVISION DATE	11/2/2018

DPU Representative: Bob Engineer Date: 01/01/17

Contractor Representative: Larry Boss Date: 01/01/17

***Disclaimer:** Potential hazards identified on this form may not be complete. It is the contractor's responsibility to address and notify DPU of any unforeseen hazards that may arise while executing their contracted work activities.*

Example of Completed Form



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15c	EFFECTIVE DATE	7/21/2017
PROGRAM TITLE	Pre-Construction Safety Meeting Checklist	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management	REVISION DATE	11/2/2018

Project Title and Contract No: _____
 Pre-Construction Meeting Date: _____
 Contractors Name: _____
 Scheduled Project Start Date: _____
 Contractor's Safety Representative: _____
 Contractor's Phone No: _____
 DPU Representative: _____
 DPU Risk Management's Representative Name and Phone No: _____

	Yes	No	N/A	
1.				Hazardous Materials Information relevant to the City of Cleveland/DPU involvement with the project has been provided to the contractor as required by the Hazard Communications Standard.
2.				Confined Space Entry, Lockout/Tagout, Electrical Safety, and Emergency Action Plan requirements have been reviewed with the contractor. The contractor understands to comply with OSHA.
3.				The contractor has been instructed to provide their employees with the information identified on the "Contractor Safety – Potential Hazard Notification" form and in contractor specifications.
4.				In accordance with regulatory requirements, the contractor is reminded to maintain written Health and Safety Program(s) at the work location Lockout/Tagout, HazCom, Confined Space Entry (CSE). etc.). Certified Safety Submittals will be required by the City of Cleveland/DPU prior to authorizing construction activities to begin.
5.				The contractor understands that the City of Cleveland/DPU will provide written notifications of non-compliance for non-compliant safety conditions created by the contractor's operation affecting City of Cleveland/DPU or contractor personnel. "Notice of Non-Compliance Conditions" will not be provided for "perceived unsafe conditions" that are inherent to the nature of the work and that do not violate project specifications or OSHA guidelines. The contractor further understands that the contractor is obligated to immediately address all non-compliant conditions(s).

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SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15c	EFFECTIVE DATE	7/21/2017
PROGRAM TITLE	Pre-Construction Safety Meeting Checklist	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management	REVISION DATE	11/2/2018

6.				The contractor understands that the City of Cleveland/DPU Construction Inspector is not a safety professional, and will only provide "Notice of Non-Compliance Conditions" for obvious and serious Non-Compliant conditions affecting City of Cleveland/DPU or contractor personnel. The contractor has responsibility for the safety of all individuals (including the City of Cleveland/DPU Construction Inspector) who enter into the construction work Zone.
7.				Contractors are required to operate and maintain their own equipment (safety equipment, etc.). City of Cleveland/DPU safety equipment will not be loaned to the contractor.
8.				The "Contractor Safety-Potential Hazard Notification" has been reviewed.



SAFE WORK PRATICE

PROCEDURE NUMBER	HSE-SWP-15d
PROGRAM TITLE	Notice of Non-Compliance
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
REVISION NO.	1
REVISION DATE	11/2/2018

DPU Representative: _____
(Name)

Contractor's Safety Representative: _____
(Name)

Project Name: _____ Contract No: _____

Contractor: _____

Issued to Contractor's representative, _____
(Name)

on _____ at _____ An unsafe condition was observed in the area
of _____

If the unsafe condition is not immediately corrected, DPU may suspend work activities at the cost of the contractor until a resolution on this matter is reach.

(Inspector) (Supervisor)

Further Action Taken: _____

Unsafe Condition Resolved: Date: _____ Time _____

Further Remarks: _____



SAFE WORK PRATICE

PROCEDURE NUMBER	HSE-SWP-15d
PROGRAM TITLE	Notice of Non-Compliance
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
REVISION NO.	1
REVISION DATE	11/2/2018

DPU Representative Signature: _____ Date: _____

Contractor Representative Signature: _____ Date: _____

☐

Check the box if the Contractor Refused to Signature



SAFE WORK PRATICE

PROCEDURE NUMBER	HSE-SWP-15e
PROGRAM TITLE	Request for Safety Program
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
REVISION NO.	1
REVISION DATE	11/2/2018

Company Name: _____

Project: _____ Date: _____

Address: _____

Safety Rep: _____

Health and Safety Officer: _____

Phone No: _____ Email: _____

1. Current Experience Modification Rate (EMR) _____
2. Name of Current Workers Compensation Carrier _____
3. The Department of Utilities has determined that during this project you will be engaging in work activities that will require your submission and on the job enforcement of written health and safety programs. All items marked below, shall be submitted to the City of Cleveland/DPU within **15** calendar days from the execution of the contract and or start of construction.

A.	Trenching and Excavation Program (Competent Person For Excavation)
B.	Electrical Safety Program
C.	Respiratory Protection Program
D.	Confined Space Entry Program
E.	Lockout/Tagout Program
F.	Fall Protection Program
G.	Health and Safety Plan
H.	Hazardous Materials Communication Program (HazCom)
I.	Powered Industrial Trucks or Earth Moving Equipment Copies of Training Certificates



SAFE WORK PRATICE

PROCEDURE NUMBER	HSE-SWP-15e	EFFECTIVE DATE	7/21/2017
PROGRAM TITLE	Request for Safety Program	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management	REVISION DATE	11/2/2018

J.	Asbestos Work Plan
K.	Lead Work Plan
L.	Silica Exposure Plan
M.	Any other health and safety program or procedure (not checked nor listed on this form) that the Contractor recognizes must be followed during construction.

Site Safety Officer Resume

Please submit a summary of qualifications/resume of the Health and Safety Officer, who by virtue of training and experience is qualified to recognize and address safety issues that may arise at the construction locations (s).

I certify, on the behalf of _____, (Company Name)
that the information provided herein is true and correct.

DPU Representative: _____ Date: _____

Contractor Representative: _____ Date: _____

THIS DOCUMENT BECOMES UNCONTROLLED WHEN PRINTED



SAFE WORK PRATICE

PROCEDURE NUMBER	HSE-SWP-15e	EFFECTIVE DATE	7/21/2017
PROGRAM TITLE	Request for Safety Program	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management	REVISION DATE	11/2/2018

Company Name: _____
Project: Remove abandoned water lines on Euclid Ave Date: 01/01/17
Address: 123 Euclid Court
Safety Rep: Mike Safety
Health and Safety Officer: James Safety, Director of Safety
Phone No: 216-555-DIGG Email: msafety@excavatingco.com

1. Current Experience Modification Rate (EMR) .086
2. Name of Current Workers Compensation Carrier:
American Insurance
3. The Department of Utilities has determined that during this project you will be engaging in work activities that will require your submission and on the job enforcement of written health and safety programs. All items marked below, shall be submitted to the City of Cleveland/DPU within **15** calendar days from the award of the contract and or start of construction.

A.	✓	Trenching and Excavation Program (Competent Person For Excavation)
B.	✓	Electrical Safety Program
C.	✓	Respiratory Protection Program
D.	✓	Confined Space Entry Program
E.	✓	Lockout/Tagout Program
F.	✓	Fall Protection Program
G.	✓	Health and Safety Plan
H.	✓	Hazardous Materials Communication Program (HazCom)



SAFE WORK PRATICE

PROCEDURE NUMBER	HSE-SWP-15e
PROGRAM TITLE	Request for Safety Program
PROGRAM OWNER	DPU Risk Management

EFFECTIVE DATE	7/21/2017
REVISION NO.	1
REVISION DATE	11/2/2018

I.	✓	Powered Industrial Trucks or Earth Moving Equipment Copies of Training Certificates
J.	✓	Asbestos Work Plan
K.	✓	Lead Work Plan
L	✓	
M.	✓	Any other health and safety program or procedure (not checked nor listed on this form) that the Contractor recognizes must be followed during construction.

Site Safety Officer Resume

Please submit a summary of qualifications/resume of the Health and Safety Officer, who by virtue of training and experience is qualified to recognize and address safety issues that may arise at the construction location(s).

I certify, on the behalf of _____, (Company Name)
that the information provided herein is true and correct.

DPU Representative: **Bob Engineers** Date: **01/01/17**

Contractor Representative: **Larry Boss** Date: **01/01/17**

Example of Completed Form

THIS DOCUMENT BECOMES UNCONTROLLED WHEN PRINTED

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/>

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



PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.



Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 - 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 - 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 - 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
 - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
 - 1. Time cards, time sheets, daily work records, etc.
 - 2. Payroll ledger\journals and canceled checks\check register.
 - 3. Fringe benefit records must include program, address, account number, & canceled checks.
 - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
 - 1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**



Department
of Commerce

Division of Industrial Compliance

- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - 1. Employees' names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators (Group)
 - b. For all apprentices, show level/year and percent of journeyman's rate
 - 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
 - 6. Gross amount earned on all projects during the pay period.
 - 7. Total deductions from employee's wages.
 - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



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.

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:		Cuyahog		DOWNLOAD (PDF)
Union	↑	Classification	Wage Rate Type	Effective Date	Posted Date	
Asbestos Local 207		Asbestos Worker	Commercial	08/06/2025	08/06/2025	View
Asbestos Local 3 Heat & Frost Insulators		Asbestos Worker	Commercial	08/20/2025	08/20/2025	View
Boilermaker Local 744		Boilermaker	Commercial	06/05/2024	06/05/2024	View
Bricklayer Local 23 (Cleveland Marble Finisher)		Bricklayer	Commercial	05/01/2024	05/01/2024	View

	Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
	Bricklayer Local 23 (Cleveland Marble Mason)	Bricklayer	Commercial	05/01/2024	05/01/2024	View
	Bricklayer Local 23 (Cleveland Terrazzo Finisher)	Bricklayer	Commercial	05/01/2024	05/01/2024	View
	Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)	Bricklayer	Commercial	05/06/2026	05/06/2026	View
	Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)	Bricklayer	Commercial	05/06/2026	05/06/2026	View
	Bricklayer Local 23 (Cleveland)	Bricklayer	Commercial	05/20/2026	05/20/2026	View
	Bricklayer Local 23 Heavy Hwy (A)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
	Bricklayer Local 23 Heavy Hwy (B)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
	Carpenter Commercial Zone NEO 1A	Carpenter	Commercial	06/18/2025	06/18/2025	View
	Carpenter Floorlayer Zone NEO 1A	Carpenter	Commercial	06/18/2025	06/18/2025	View
	Carpenter Hev Hwy Zone NHH C1-B	Carpenter	Commercial	06/18/2025	06/18/2025	View

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
Carpenter Insulation Zone NEO 1A	Carpenter	Commercial	06/18/2025	06/18/2025	View
Carpenter Millwright NE Zone M1-A	Carpenter	Commercial	06/18/2025	06/18/2025	View
Carpenter Pile Driver Hev Hwy Zone NHH P2-B	Carpenter	Commercial	06/18/2025	06/18/2025	View
Cement Mason Local 404	Cement Mason	Commercial	05/01/2024	05/01/2024	View
Cement Mason Local 404 Hev Hwy	Cement Mason	Commercial	05/01/2026	04/29/2026	View
Electrical Local 38	Electrical	Commercial	05/20/2026	05/20/2026	View
Electrical Local 38 Lightning Rod	Electrical	Commercial	07/09/2025	07/09/2025	View
Electrical Local 38 Lt Commercial Northern	Electrical	Commercial	01/07/2026	01/07/2026	View
Electrical Local 38 Voice Data Video	Electrical	Commercial	05/20/2026	05/20/2026	View
Electrical Local 71 Cleveland Commercial Projects	Electrical	Commercial	01/21/2026	01/21/2026	View
Electrical Local 71 Cleveland Municipal Power & Transit	Electrical	Commercial	01/21/2026	01/21/2026	View

	Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
☐	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland	Electrical	Commercial	01/21/2026	01/21/2026	View
☐	Electrical Local 71 High Tension Pipe Type Cable	Electrical	Commercial	01/07/2026	01/07/2026	View
☐	Electrical Local 71 Outside Utility Power	Electrical	Commercial	01/07/2026	01/07/2026	View
☐	Electrical Local 71 Underground Residential Distribution	Electrical	Commercial	01/07/2026	01/07/2026	View
☐	Electrical Local 71 Voice Data Video Outside	Electrical	Commercial	03/06/2024	03/06/2024	View
☐	Elevator Local 17	Elevator	Commercial	03/11/2026	03/11/2026	View
☐	Glazier Local 181	Glazier	Commercial	06/17/2026	06/17/2026	View
☐	Ironworker Local 17	Ironworker	Commercial	05/01/2026	04/29/2026	View
☐	Labor HevHwy 1B	Laborer	Commercial	05/01/2026	04/29/2026	View
☐	Labor HevHwy 5	Laborer	Commercial	05/01/2026	04/29/2026	View
☐	Labor Local 310	Laborer	Commercial	05/06/2026	05/06/2026	View
☐	Operating Engineers - Building	Operating Engineer	Commercial	05/01/2026	04/29/2026	View

	Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
	Local 18 - Zone I (A)					
☐	Operating Engineers - HevHwy Zone I	Operating Engineer	Commercial	05/01/2026	04/29/2026	View
☐	Painter Local 505 Drywall	Painter	Commercial	05/01/2026	04/29/2026	View
☐	Painter Local 639 Sign and Display	Painter	Commercial	06/18/2025	06/18/2025	View
☐	Painter Local 639 Zone 1 Sign	Painter	Commercial	07/30/2025	07/30/2025	View
☐	Painter Local 707	Painter	Commercial	05/01/2026	04/29/2026	View
☐	Painter Local 707 HvyHwy	Painter	Commercial	05/01/2026	04/29/2026	View
☐	Pipefitter Local 120	Pipefitter	Commercial	05/04/2026	04/29/2026	View
☐	Pipefitter Local 120 Mechanical Equipment	Pipefitter	Commercial	05/04/2026	04/29/2026	View
☐	Pipefitter Local 120 Sprinklerfitter	Sprinkler Fitter	Commercial	05/04/2026	04/29/2026	View
☐	Plasterer Local 526	Plasterer	Commercial	05/01/2026	04/29/2026	View
☐	Plumber Local 55	Plumber	Commercial	06/10/2026	06/10/2026	View
☐	Plumber Local 55 Light Commercial	Plumber	Commercial	06/10/2026	06/10/2026	View
☐	Roofer Local 44	Roofer	Commercial	06/17/2026	06/17/2026	View
☐	Sheet Metal Local 33	Sheet Metal Worker	Commercial	05/20/2026	05/20/2026	View

	Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
	(Cleveland)					
	Sheet Metal Local 33 Industrial Door	Sheet Metal Worker	Commercial	08/01/2025	07/30/2025	View
	Truck Driver Local 436 - HevHwy Class 1	Truck Driver	Commercial	05/28/2025	05/28/2025	View
	Truck Driver Local 436 - HevHwy Class 2	Truck Driver	Commercial	05/28/2025	05/28/2025	View

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

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%20Oppportunity>

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:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

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



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.**

Subcontractor:
Address:
City, State, Zip:
OEO Compliance Contact:
Contact Email Address:
Contact Phone:
OEO Certification: CSB ☐ MBE ☐ FBE ☐
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:	

Revision Date: May 5, 2022



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.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
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) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over \$100,000) according to the following schedule:

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