

# BID ADVERTISEMENT FOR THE WEEKS OF

March 11, 2026 & March 25, 2026

## BID OPENS - THURSDAY APRIL 9, 2026

**FILE NO. 24-26 Landscape Maintenance at Various Public Utilities Facilities**

FOR THE DIVISION OF WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES AS AUTHORIZED BY ORDINANCE 491-2025. PASSED BY COUNCIL SEPTEMBER 22, 2025.

There will be a **NON-MANDATORY Pre-Bid Meeting, Thursday, March 19, 2026 at 10:00 am., Via Microsoft Teams, To call into meeting dial in 1-929-352-1743, Access Code 125 706 238#.**

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



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**CITY OF CLEVELAND,  
OHIO**

**DEPARTMENT OF FINANCE**



**DIVISION OF PURCHASES AND SUPPLIES**

**INVITATION TO BID**

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**INVITATION TO BID AND FORMAL BID PACKAGE  
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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. 491-2025**

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

**An emergency ordinance authorizing the Director of Public Utilities to enter into one or more requirement contracts for landscape materials, equipment, supplies, and services needed for testing, maintaining, installing, repairing, and replacing landscaping at City-owned or leased Department of Public Utilities facilities and City rights-of-way, for the Divisions of Water, Water Pollution Control, Cleveland Public Power, and the Office of Radio Communications, Department of Public Utilities, for a period 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 of two years of the necessary items of landscape materials, equipment, supplies, and services, including labor and materials, needed for testing, maintaining, installing, repairing, and replacing landscaping at City-owned or leased Department of Public Utilities facilities, including but not limited to turf areas, trees, shrubs, ground cover, tree trimming, rain gardens, bioswales and lawns at facilities and in City rights-of-way, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Divisions of Water, Water Pollution Control, and Cleveland Public Power, and the Office of Radio Communications, Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

**Section 2.** That the 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 of two years of the necessary items of landscape materials, supplies, and services, including labor and materials, to install, replace, and restore tree lawns damaged due to utility work performed by the 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 for the Divisions of Water, Water Pollution Control, Cleveland Public Power, and the Office of Radio Communications, Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control

determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

**Section 3.** 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 2025-17)

**Section 4.** 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 5.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**Passed September 22, 2025.**

**Effective September 29, 2025.**

# City of Cleveland

DEPARTMENT OF FINANCE  
PAUL C. BARRETT  
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES  
TIFFANY JOHNSON  
COMMISSIONER

## BIDDER'S CHECK LIST

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

### CHECK WHEN COMPLETED

#### A. Bid/Schedule of Items

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

#### B. Bid Bond

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

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

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

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

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

#### E. Affidavit

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

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

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

#### G. Bid Envelope

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

#### H. Performance Bond

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

- I. **Federal Tax ID Form**
  - \_\_\_ 1. Is all the required information given?
  - \_\_\_ 2. Is the form signed?
- J. **Northern Ireland Fair Employment Practices Disclosure**
  - \_\_\_ 1. Is all the required information given?
  - \_\_\_ 2. Is the form signed?
- K. **Project Plan**
  - \_\_\_ 1. Is all the required information given?
- L. **Contractor Qualifications**
  - \_\_\_ 1. Is all the required information given if requested?
- M. **Additional Information:**
  - \_\_\_ 1. **Wage Theft and Payroll Fraud Disclosure**  
Is the form signed and returned?
  - \_\_\_ 2. **Project Labor Agreement (If included in the invitation to bid)**

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

## INSTRUCTIONS TO BIDDERS

### A-1 INVITATION TO BID

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

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

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

### A-3 BIDDERS AFFIDAVIT

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

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

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

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

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

**A-6 EXPLANATIONS WRITTEN OR ORAL**

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

**A-7 PRICE BIDS AND DISCOUNTS**

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

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

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

**A-9 MANUFACTURER'S NAME**

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

**A-10 SAMPLES**

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

**A-11 TIME OF DELIVERY**

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

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

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

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

**A-13 REQUIREMENT CONTRACT DEFINED**

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

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

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

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

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

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

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

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

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

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

Good faith participation shall include:

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

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

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

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

**A-19 SUBCONTRACTING:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

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

### What Is FATCA Reporting?

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

### Updating Your Information

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

### Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3a

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

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

- 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.

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

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

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

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

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

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

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

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

### Part II. Certification

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

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

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

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

### Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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



## VENDOR INFORMATION FORM

Please fill in:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remit \_\_\_\_\_

**PLEASE INCLUDE THE ABOVE INFORMATION**

**WHEN SUBMITTING YOUR BID OR PROPOSAL**

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

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

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

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

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

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

**Individual only:** Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract \_\_\_\_\_  
\_\_\_\_\_  
Affiant further says that he/she is represented by the following attorneys: \_\_\_\_\_  
and is also represented by the following resident agents in the City of Cleveland: \_\_\_\_\_  
\_\_\_\_\_

**Partnership only:** Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: \_\_\_\_\_  
\_\_\_\_\_  
Affiant further says that said partnership is represented by the following attorneys: \_\_\_\_\_  
and is also represent by the following resident agents in the City of Cleveland: \_\_\_\_\_  
\_\_\_\_\_

**Corporation only:** Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:  
 President: \_\_\_\_\_ Directors: \_\_\_\_\_  
 Vice President: \_\_\_\_\_  
 Secretary: \_\_\_\_\_  
 Treasurer: \_\_\_\_\_  
 Cleveland Manager or Agent \_\_\_\_\_  
 Attorneys: \_\_\_\_\_  
 And that the following officers are duly authorized to execute contracts on behalf of said corporation:

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

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

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

Further affiant saith not.

(Sign Here)  \_\_\_\_\_

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: Landscape Maintenance at Various Public Utilities Facilities

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. Complete: *CORPORATION OR FIRM*  
ERASURES MAY INVALIDATE THIS BID.

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

GRAND TOTAL COST SUMMARY PAGE  
LANDSCAPE MAINTENANCE  
AT VARIOUS PUBLIC UTILITIES FACILITIES

BALDWIN WATER WORKS/FAIRMOUNT  
TOTAL OF BID ITEM 1

\_\_\_\_\_

CROWN WATER WORKS/CROWN SHORE SHAFT  
TOTAL OF BID ITEM 2

\_\_\_\_\_

HARVARD SERVICE CENTER  
TOTAL OF BID ITEM 3

\_\_\_\_\_

GARRETT MORGAN WATER WORKS  
TOTAL OF BID ITEM 4

\_\_\_\_\_

NOTTINGHAM WATER WORKS  
TOTAL OF BID ITEM 5

\_\_\_\_\_

PARMA HEIGHTS/NORTH ROYALTON  
WATER FACILITIES  
TOTAL OF BID ITEM 6

\_\_\_\_\_

WATER POLLUTION CONTROL  
TOTAL OF BID ITEM 7

\_\_\_\_\_

OFFICE OF RADIO COMMUNICATIONS  
TOTAL OF BID ITEM 8

\_\_\_\_\_

GRAND TOTAL COST OF  
LANDSCAPE MAINTENANCE  
AT PUBLIC UTILITIES  
FACILITIES

\_\_\_\_\_

VENDOR \_\_\_\_\_

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

# 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 <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |                              |                                     | NAME OF FIRM  |                                     |      |
| STREET ADDRESS   |                              |                                     | CITY                      STATE                      ZIP CODE |                                     |      |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025        | CITY                      STATE                      ZIP CODE |                                     |      |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC      |   | AUTHORIZED SIGNATURE                |      |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input checked="" type="checkbox"/> | STANDARD CONTRACT BID   |                                     | DATE |
|  |                              | <input type="checkbox"/>            | REQUIREMENT CONTRACT BID                                      |                                     |      |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING                         |   | 12:00 O'CLOCK NOON<br>OFFICIAL TIME |      |

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 1 | Landscape Maintenance at the Baldwin Water Works Plant, and Fairmont Pump Station<br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 1.01       | Spring Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.   | 2        | each  |            |           |
| 1.02       | Summer Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.   | 2        | each  |            |           |
| 1.03       | Fall Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.   | 2        | each  |            |           |
| 1.04       | Lawn Edging/Trimming including all fence lines as per detail specifications and as directed, complete. Turf areas.   | 70       | each  |            |           |
| 1.05       | Lawn/Turf Mowing (ordinary areas) as per the detail specifications and as directed. Turf areas.  | 70       | each  |            |           |
| 1.06       | Sweeping as per the detail specifications and as directed, complete. Turf areas.   | 70       | each  |            |           |
| 1.07       | Disease/Insect Control as per the detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.  | 6        | each  |            |           |
| 1.08       | Weed Control/Cultivation as per detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.  | 12       | each  |            |           |
| 1.09       | Fertilization as per the detail specifications and as directed, complete. Flower beds.   | 12       | each  |            |           |

|  |  |  |                 |                             |
|--|--|--|-----------------|-----------------------------|
| <p>All Items Are Approximate Quantities.<br/>The contract, if any, shall be for a period of two years.</p> |  |  | 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 2 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO. **491-2025** PASSED **September 22, 2025** SIGNED **September 29, 2025**

CITY STATE ZIP CODE

DEPARTMENT **PUBLIC UTILITIES** DIVISION **CWD, CPP, WPC, ORC**

CITY RECORD ADVERTISEMENT DATES  STANDARD CONTRACT BID  REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov

BID OPENING **12:00 O'CLOCK NOON OFFICIAL TIME**

DATE

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 1 | Landscape Maintenance at the Baldwin Water Works Plant, and Fairmont Pump Station<br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 1.10       | Disease/Insect Control as per the detail specifications and as directed, complete. Flower beds.  | 6        | each  |            |           |
| 1.11       | Weed Control/Cultivation as per detail specifications and as directed, complete. Flower beds.  | 12       | each  |            |           |
| 1.12       | Spring Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.   | 2        | each  |            |           |
| 1.13       | May Event Grounds Clean-Up (building area only) as per the detail specifications and as directed, complete. Special items.                                   | 2        | each  |            |           |
| 1.14       | Fall Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.   | 4        | each  |            |           |
| 1.15       | Flower Bed Clean-Up as per the detail specifications and as directed, complete. Special items.   | 2        | each  |            |           |
| 1.16       | Litter Clean-Up Removal as per the detail specifications and as directed, complete. Special items.   | 70       | each  |            |           |
| 1.17       | Hillside Clearing/Brush Removal as per the detail specifications and as directed, complete. Special items.   | 2        | each  |            |           |
| 1.18       | Hillside Maintenance as per the detail specifications and as directed, complete. Special items.  | 6        | each  |            |           |

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 3 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID    LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.

491-2025

PASSED

September 22, 2025

SIGNED

September 29, 2025

DEPARTMENT

PUBLIC UTILITIES

DIVISION

CWD, CPP, WPC, ORC

CITY

STATE

ZIP CODE

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID

REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam

[jgilliam@clevelandohio.gov](mailto:jgilliam@clevelandohio.gov) and

[purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov)

BID OPENING

12:00 O'CLOCK NOON

OFFICIAL TIME

DATE

| Bid Item   | DESCRIPTION  | QUANTITY    | UNITS        | UNIT PRICE         | EXTENSION                                 |
|--|--|-------------|--------------|--------------------|---|
| Bid Item 1   | Landscape Maintenance at the Baldwin Water Works Plant, and Fairmont Pump Station<br>As Specified in Section C and Section D of the attached specifications.   |             |              |                    |   |
| 1.19   | First Person (labor) + Vehicle as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                    |   |
| 1.20   | Additional Person (labor only) as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                    |   |
| 1.21   | Specialty Maintenance Allowance (soil testing, turf pathology testing, disease/insect control, aeration, thatching, pre-emergent fertilization, fertilization, plant protection, cultivation/soil preparation for turf areas; trees, shrubs, groundcover areas; and flower beds)<br>No work to be done without authorization given, with quotation required. | \$10,000.00 |              |                    | \$10,000.00                               |
| 1.22   | Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along security perimeter using "Brush-hog" or equivalent equipment <b>when directed by Plant Manager or his designee.</b>  | 100         | Square Yards |                    |   |
| 1.23   | Prune, limb-up, remove dead wood and shape trees greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                  | 3           | Each         |                    |   |
| 1.24   | Prune, limb-up, remove dead wood and shape shrubs <b>less than or equal to 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.  | 25          | Each         |                    |   |
| 1.25   | Prune, limb-up, remove dead wood and shape shrubs <b>greater than 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.   | 50          | Each         |                    |   |
| <p>All Items Are Approximate Quantities.<br/>The contract, if any, shall be for a period of two years.</p> |  |             |              | DELIVERY<br>(Days) | PAYMENT DISCOUNT<br><br>%            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 4 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |  |   |      |  |
|--|------------------------------|--|---|------|--|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>  |                              |  | NAME OF FIRM                                      |      |  |
| STREET ADDRESS   |                              |  | CITY STATE ZIP CODE                               |      |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025                       | AUTHORIZED SIGNATURE                              |      |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC                     |   | DATE |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <b>X</b>   | STANDARD CONTRACT BID<br>REQUIREMENT CONTRACT BID |      |  |
| BUYER: Jules Gilliam<br><a href="mailto:lgilliam@clevelandohio.gov">lgilliam@clevelandohio.gov</a> and<br><a href="mailto:purchasing@clevelandohio.gov">purchasing@clevelandohio.gov</a> |                              | BID OPENING<br>12:00 O'CLOCK NOON<br>OFFICIAL TIME |   |      |  |

| DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|--|----------|-------|------------|-----------|
| <b>Bid Item 1</b><br>Landscape Maintenance at the Baldwin Water Works Plant, and Fairmont Pump Station<br>As Specified in Section C and Section D of the attached specifications.  |          |       |            |           |
| 1.26 Prune, limb-up, remove dead wood and shape trees <b>less than or equal to 1.50 inch caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                         | 5        | Each  |            |           |
| 1.27 Prune, limb-up, remove dead wood and shape trees <b>greater than 1.50 inch and up to and equal to 12 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level. | 10       | Each  |            |           |
| 1.28 Prune, limb-up, remove dead wood and shape trees <b>greater than 12 inch and up to and equal to 24 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.   | 25       | Each  |            |           |
| <b>Total Bid Item 1</b>  |          |       |            |           |

|  |                 |                            |
|--|-----------------|----------------------------|
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. | DELIVERY (Days) | PAYMENT DISCOUNT<br>% 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 1 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID    **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
491-2025

PASSED  
September 22, 2025

SIGNED  
September 29, 2025

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
CWD, CPP, WPC, ORC

CITY                      STATE                      ZIP CODE

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID  
REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 2 | Landscape Maintenance at the Crown Water Works Plant and<br>and Crown Shore Shaft<br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 2.01       | Spring Fertilization and/or Lime Application as per the detail<br>specifications and as directed, complete. Turf areas.                                      | 2        | each  |            |           |
| 2.02       | Summer Fertilization and/or Lime Application as per the detail<br>specifications and as directed, complete. Turf areas.                                      | 2        | each  |            |           |
| 2.03       | Fall Fertilization and/or Lime Application as per the detail<br>specifications and as directed, complete. Turf areas.  | 2        | each  |            |           |
| 2.04       | Lawn Edging/Trimming including all fence lines as per detail<br>specifications and as directed, complete. Turf areas.  | 70       | each  |            |           |
| 2.05       | Lawn/Turf Mowing (ordinary areas) as per the detail specifications<br>and as directed. Turf areas.   | 70       | each  |            |           |
| 2.06       | Sweeping as per the detail specifications and as directed, complete.<br>Turf areas.  | 70       | each  |            |           |
| 2.07       | Disease/Insect Control as per the detail specifications and<br>as directed, complete. Trees, Shrubs, Groundcover beds.                                       | 6        | each  |            |           |
| 2.08       | Weed Control/Cultivation as per detail specifications and as directed,<br>complete. Trees, Shrubs, Groundcover beds.   | 12       | each  |            |           |
| 2.09       | Fertilization as per the detail specifications and as directed, complete.<br>Flower beds.  | 12       | each  |            |           |

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 2 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID    **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.    491-2025    PASSED    September 22, 2025    SIGNED    September 29, 2025

CITY                      STATE                      ZIP CODE

DEPARTMENT    PUBLIC UTILITIES                      DIVISION    CWD, CPP, WPC, ORC

CITY RECORD ADVERTISEMENT DATES                       STANDARD CONTRACT BID                       REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov                      BID OPENING                      12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 2 | Landscape Maintenance at the Crown Water Works Plant and<br>and Crown Shore Shaft<br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 2.10       | Disease/Insect Control as per the detail specifications and<br>as directed, complete. Flower beds.   | 6        | each  |            |           |
| 2.11       | Weed Control/Cultivation as per detail specifications and as directed,<br>complete. Flower beds.   | 12       | each  |            |           |
| 2.12       | Spring Grounds Clean-Up as per the detail specifications and as directed,<br>complete. Special items.  | 2        | each  |            |           |
| 2.13       | May Event Grounds Clean-Up (building area only) as per the detail<br>specifications and as directed, complete. Special items.                                | 2        | each  |            |           |
| 2.14       | Fall Grounds Clean-Up as per the detail specifications and as directed,<br>complete. Special items.  | 4        | each  |            |           |
| 2.15       | Flower Bed Clean-Up as per the detail specifications and as directed,<br>complete. Special items.  | 2        | each  |            |           |
| 2.16       | Litter Clean-Up Removal as per the detail specifications and as directed,<br>complete. Special items.  | 70       | each  |            |           |
| 2.17       | Hillside Clearing/Brush Removal as per the detail specifications and as<br>directed, complete. Special items.  | 2        | each  |            |           |
| 2.18       | Hillside Maintenance as per the detail specifications and as directed,<br>complete. Special items.   | 6        | each  |            |           |

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 3 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
491-2025

PASSED  
September 22, 2025

SIGNED  
September 29, 2025

CITY STATE ZIP CODE

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
CWD, CPP, WPC, ORC

AUTHORIZED SIGNATURE

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID  
 REQUIREMENT CONTRACT BID

DATE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

| Bid Item   | DESCRIPTION  | QUANTITY    | UNITS        | UNIT PRICE      | EXTENSION                  |
|--|--|-------------|--------------|-----------------|----------------------------|
| Bid Item 2   | Landscape Maintenance at the Crown Water Works Plant and Crown Shore Shaft<br>As Specified in Section C and Section D of the attached specifications.  |             |              |                 |                            |
| 2.19   | First Person (labor) + Vehicle as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                 |                            |
| 2.20   | Additional Person (labor only) as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                 |                            |
| 2.21   | Specialty Maintenance Allowance (soil testing, turf pathology testing, disease/insect control, aeration, thatching, pre-emergent fertilization, fertilization, plant protection, cultivation/soil preparation for turf areas; trees, shrubs, groundcover areas; and flower beds)<br>No work to be done without authorization given, with quotation required. | \$10,000.00 |              |                 | \$10,000.00                |
| 2.22   | Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along security perimeter using "Brush-hog" or equivalent equipment <b>when directed by Plant Manager or his designee.</b>  | 100         | Square Yards |                 |                            |
| 2.23   | Prune, limb-up, remove dead wood and shape trees greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                  | 3           | Each         |                 |                            |
| 2.24   | Prune, limb-up, remove dead wood and shape shrubs <b>less than or equal to 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.  | 25          | Each         |                 |                            |
| 2.25   | Prune, limb-up, remove dead wood and shape shrubs <b>greater than 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.   | 50          | Each         |                 |                            |
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. |  |             |              | DELIVERY (Days) | PAYMENT DISCOUNT<br>% 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 4 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |  |  |   |  |
|--|------------------------------|--|--|---|--|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>  |                              |  |  | NAME OF FIRM                                      |  |
| STREET ADDRESS   |                              |  |  | CITY STATE ZIP CODE                               |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025                       |  | AUTHORIZED SIGNATURE                              |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC                     |  | DATE  |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <b>X</b>   |  | STANDARD CONTRACT BID<br>REQUIREMENT CONTRACT BID |  |
| BUYER: Jules Gilliam<br><a href="mailto:jgilliam@clevelandohio.gov">jgilliam@clevelandohio.gov</a> and<br><a href="mailto:purchasing@clevelandohio.gov">purchasing@clevelandohio.gov</a> |                              | BID OPENING<br>12:00 O'CLOCK NOON<br>OFFICIAL TIME |  |   |  |

| DESCRIPTION   | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|---|----------|-------|------------|-----------|
| Bid Item 2<br>Landscape Maintenance at the Crown Water Works Plant and<br>and Crown Shore Shaft<br>As Specified in Section C and Section D of the attached specifications.  |          |       |            |           |
| 2.26 Prune, limb-up, remove dead wood and shape trees <b>less than<br/>                     or equal to 1.50 inch caliper</b> as directed and tagged by Plant Manager<br>or his designee. Trees to be "limbed-up" to a minimum of twenty (20)<br>feet over roadways and twelve (12) feet over turf and/or walks. Tree<br>caliper (diameter) shall be measured at DBH = 54 inches above ground level.                            | 5        | Each  |            |           |
| 2.27 Prune, limb-up, remove dead wood and shape trees <b>greater than<br/>                     1.50 inch and up to and equal to 12 inches caliper</b> as directed<br>and tagged by Plant Manager or his designee.<br>Trees to be "limbed-up" to a minimum of twenty (20)<br>feet over roadways and twelve (12) feet over turf and/or walks. Tree<br>caliper (diameter) shall be measured at DBH = 54 inches above ground level. | 10       | Each  |            |           |
| 2.28 Prune, limb-up, remove dead wood and shape trees <b>greater than<br/>                     12 inch and up to and equal to 24 inches caliper</b> as directed<br>and tagged by Plant Manager or his designee.<br>Trees to be "limbed-up" to a minimum of twenty (20)<br>feet over roadways and twelve (12) feet over turf and/or walks. Tree<br>caliper (diameter) shall be measured at DBH = 54 inches above ground level.   | 25       | Each  |            |           |
| <b>Total Bid Item 2</b>   |          |       |            |           |

|  |                    |                                |
|--|--------------------|--------------------------------|
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. | DELIVERY<br>(Days) | PAYMENT DISCOUNT<br><br>% 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 1 OF 1

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID      LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
491-2025

PASSED  
September 22, 2025

SIGNED  
September 29, 2025

CITY                      STATE                      ZIP CODE

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
CPP, CWD, WPC, ORC

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID  
REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov  
purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 3 | Landscape Maintenance at the Harvard Service Center<br><br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 3.01       | Lawn/Turf Mowing (ordinary areas) as per the detail specifications and as directed. Turf areas.                                    | 70       | each  |            |           |
| 3.02       | Sweeping as per the detail specifications and as directed, complete. Turf areas.   | 70       | each  |            |           |
| 3.03       | Fertilization as per the detail specifications and as directed, complete. Flower beds.   | 12       | each  |            |           |
| 3.04       | Weed Control/Cultivation as per detail specifications and as directed, complete. Flower beds.                                      | 12       | each  |            |           |
| 3.05       | Spring Grounds Clean-Up as per the detail specifications and as directed, complete. Special Items.                                 | 2        | each  |            |           |
| 3.06       | May Event Grounds Clean-Up (building area only) as per the detail specifications and as directed, complete. Special Items.         | 2        | each  |            |           |
| 3.07       | Fall Grounds Clean-Up as per the detail specifications and as directed, complete. Special Items.                                   | 4        | each  |            |           |
|            | <b>TOTAL BID ITEM 3</b>  |          |       |            |           |

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 1 OF 4  
BIDDER MUST  
COMPLETE & SIGN BELOW

TITLE OF BID    LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES

NAME OF FIRM

STREET ADDRESS

|                                |                              |                                |  |
|--------------------------------|------------------------------|--------------------------------|--|
| ORDINANCE NO.<br>491-2025      | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025   |  |
| DEPARTMENT<br>PUBLIC UTILITIES |                              | DIVISION<br>CWD, CPP, WPC, ORC |  |

CITY                      STATE                      ZIP CODE

|                                 |                                     |                          |
|---------------------------------|-------------------------------------|--------------------------|
| CITY RECORD ADVERTISEMENT DATES | <input type="checkbox"/>            | STANDARD CONTRACT BID    |
|                                 | <input checked="" type="checkbox"/> | REQUIREMENT CONTRACT BID |

AUTHORIZED SIGNATURE

|  |             |                                     |      |
|--|-------------|-------------------------------------|------|
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov | BID OPENING | 12:00 O'CLOCK NOON<br>OFFICIAL TIME | DATE |
|--|-------------|-------------------------------------|------|

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 4 | Landscape Maintenance at the Garrett Morgan Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 4.01       | Spring Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                         | 2        | each  |            |           |
| 4.02       | Summer Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                         | 2        | each  |            |           |
| 4.03       | Fall Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                           | 2        | each  |            |           |
| 4.04       | Lawn Edging/Trimming including all fence lines as per detail specifications and as directed, complete. Turf areas.                           | 70       | each  |            |           |
| 4.05       | Lawn/Turf Mowing (ordinary areas) as per the detail specifications and as directed. Turf areas.  | 70       | each  |            |           |
| 4.06       | Sweeping as per the detail specifications and as directed, complete. Turf areas.   | 70       | each  |            |           |
| 4.07       | Disease/Insect Control as per the detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.                          | 6        | each  |            |           |
| 4.08       | Weed Control/Cultivation as per detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.                            | 12       | each  |            |           |
| 4.09       | Fertilization as per the detail specifications and as directed, complete. Flower beds.   | 12       | each  |            |           |

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 2 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |                                     |                          |   |  |
|--|------------------------------|-------------------------------------|--------------------------|---|--|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |                              |                                     |                          | NAME OF FIRM  |  |
| STREET ADDRESS   |                              |                                     |                          | CITY                      STATE                      ZIP CODE |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025        |                          |   |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC      |                          |   |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input checked="" type="checkbox"/> | STANDARD CONTRACT BID    | AUTHORIZED SIGNATURE  |  |
|  |                              |                                     | REQUIREMENT CONTRACT BID |   |  |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING                         |                          | DATE  |  |
|  |                              | 12:00 O'CLOCK NOON<br>OFFICIAL TIME |                          |   |  |

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE              | EXTENSION   |
|--|--|----------|-------|-------------------------|---|
| Bid Item 4   | Landscape Maintenance at the Garrett Morgan Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications. |          |       |                         |   |
| 4.10   | Disease/Insect Control as per the detail specifications and as directed, complete. Flower beds.  | 6        | each  |                         |   |
| 4.11   | Weed Control/Cultivation as per detail specifications and as directed, complete. Flower beds.  | 12       | each  |                         |   |
| 4.12   | Spring Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.   | 2        | each  |                         |   |
| 4.13   | May Event Grounds Clean-Up (building area only) as per the detail specifications and as directed, complete. Special items.                   | 2        | each  |                         |   |
| 4.14   | Fall Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.   | 4        | each  |                         |   |
| 4.15   | Flower Bed Clean-Up as per the detail specifications and as directed, complete. Special items.   | 2        | each  |                         |   |
| 4.16   | Litter Clean-Up Removal as per the detail specifications and as directed, complete. Special items.   | 70       | each  |                         |   |
| 4.17   | Hillside Clearing/Brush Removal as per the detail specifications and as directed, complete. Special items.                                   | 2        | each  |                         |   |
| 4.18   | Hillside Maintenance as per the detail specifications and as directed, complete. Special items.  | 6        | each  |                         |   |
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. |  |          |       | DELIVERY<br>(Days)      | PAYMENT DISCOUNT<br><br>%                      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 3 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |                                     |                          |   |  |
|--|------------------------------|-------------------------------------|--------------------------|---|--|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |                              |                                     |                          | NAME OF FIRM                                      |  |
| STREET ADDRESS   |                              |                                     |                          | CITY        STATE        ZIP CODE                 |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025        |                          | AUTHORIZED SIGNATURE                              |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC      |                          | DATE  |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STANDARD CONTRACT BID<br>REQUIREMENT CONTRACT BID |  |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING                         |                          | 12:00 O'CLOCK NOON<br>OFFICIAL TIME               |  |

|  | DESCRIPTION  | QUANTITY    | UNITS        | UNIT PRICE         | EXTENSION                             |
|--|--|-------------|--------------|--------------------|---------------------------------------|
| Bid Item 4   | Landscape Maintenance at the Garrett Morgan Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications.   |             |              |                    |                                       |
| 4.19   | First Person (labor) + Vehicle as per the detail specifications and as directed, complete. Special Items.  | 160         | hours        |                    |                                       |
| 4.20   | Additional Person (labor only) as per the detail specifications and as directed, complete. Special Items.  | 160         | hours        |                    |                                       |
| 4.21   | Specialty Maintenance Allowance (soil testing, turf pathology testing, disease/insect control, aeration, thatching, pre-emergent fertilization, fertilization, plant protection, cultivation/soil preparation for turf areas; trees, shrubs, groundcover areas; and flower beds)<br>No work to be done without authorization given, with quotation required. | \$10,000.00 |              |                    | \$10,000.00                           |
| 4.22   | Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along security perimeter using "Brush-hog" or equivalent equipment <b>when directed by Plant Manager or his designee.</b>  | 100         | Square Yards |                    |                                       |
| 4.23   | Prune, limb-up, remove dead wood and shape trees greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                  | 3           | Each         |                    |                                       |
| 4.24   | Prune, limb-up, remove dead wood and shape shrubs <b>less than or equal to 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.  | 25          | Each         |                    |                                       |
| 4.25   | Prune, limb-up, remove dead wood and shape shrubs <b>greater than 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.   | 50          | Each         |                    |                                       |
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. |  |             |              | DELIVERY<br>(Days) | PAYMENT DISCOUNT<br><br>%        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 4 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |  |                      |                     |  |
|--|------------------------------|--|----------------------|---------------------|--|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |                              |  |                      | NAME OF FIRM        |  |
| STREET ADDRESS   |                              |  |                      | CITY STATE ZIP CODE |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025   | AUTHORIZED SIGNATURE |                     |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC   |                      | DATE                |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input checked="" type="checkbox"/> STANDARD CONTRACT BID<br><input type="checkbox"/> REQUIREMENT CONTRACT BID |                      |                     |  |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING<br>12:00 O'CLOCK NOON<br>OFFICIAL TIME   |                      |                     |  |

| DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|--|----------|-------|------------|-----------|
| <b>Bid Item 4</b><br>Landscape Maintenance at the Garrett Morgan Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications.  |          |       |            |           |
| 4.26 Prune, limb-up, remove dead wood and shape trees <b>less than</b><br><b>or equal to 1.50 inch caliper</b> as directed and tagged by Plant Manager<br>or his designee. Trees to be "limbed-up" to a minimum of twenty (20)<br>feet over roadways and twelve (12) feet over turf and/or walks. Tree<br>caliper (diameter) shall be measured at DBH = 54 inches above ground level.                            | 5        | Each  |            |           |
| 4.27 Prune, limb-up, remove dead wood and shape trees <b>greater than</b><br><b>1.50 inch and up to and equal to 12 inches caliper</b> as directed<br>and tagged by Plant Manager or his designee.<br>Trees to be "limbed-up" to a minimum of twenty (20)<br>feet over roadways and twelve (12) feet over turf and/or walks. Tree<br>caliper (diameter) shall be measured at DBH = 54 inches above ground level. | 10       | Each  |            |           |
| 4.28 Prune, limb-up, remove dead wood and shape trees <b>greater than</b><br><b>12 inch and up to and equal to 24 inches caliper</b> as directed<br>and tagged by Plant Manager or his designee.<br>Trees to be "limbed-up" to a minimum of twenty (20)<br>feet over roadways and twelve (12) feet over turf and/or walks. Tree<br>caliper (diameter) shall be measured at DBH = 54 inches above ground level.   | 25       | Each  |            |           |
| <b>Total Bid Item 4</b>  |          |       |            |           |

|  |                 |                            |
|--|-----------------|----------------------------|
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. | DELIVERY (Days) | PAYMENT DISCOUNT<br>% 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 1 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |  |                          |   |  |
|--|------------------------------|--|--------------------------|---|--|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |                              |  |                          | NAME OF FIRM                              |  |
| STREET ADDRESS   |                              |  |                          | CITY            STATE            ZIP CODE |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025                       |                          |   |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC                     |                          | AUTHORIZED SIGNATURE                      |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input checked="" type="checkbox"/>                | STANDARD CONTRACT BID    | DATE                                      |  |
|  |                              | <input type="checkbox"/>                           | REQUIREMENT CONTRACT BID |   |  |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING<br>12:00 O'CLOCK NOON<br>OFFICIAL TIME |                          |   |  |

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 5 | Landscape Maintenance at the Nottingham Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 5.01       | Spring Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                     | 2        | each  |            |           |
| 5.02       | Summer Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                     | 2        | each  |            |           |
| 5.03       | Fall Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                       | 2        | each  |            |           |
| 5.04       | Lawn Edging/Trimming including all fence lines as per detail specifications and as directed, complete. Turf areas.                       | 70       | each  |            |           |
| 5.05       | Lawn/Turf Mowing (ordinary areas) as per the detail specifications and as directed. Turf areas.  | 70       | each  |            |           |
| 5.06       | Sweeping as per the detail specifications and as directed, complete. Turf areas.   | 70       | each  |            |           |
| 5.07       | Disease/Insect Control as per the detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.                      | 6        | each  |            |           |
| 5.08       | Weed Control/Cultivation as per detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.                        | 12       | each  |            |           |
| 5.09       | Fertilization as per the detail specifications and as directed, complete. Flower beds.   | 12       | each  |            |           |

|  |                    |   |
|--|--------------------|---|
| <p>All Items Are Approximate Quantities.<br/>The contract, if any, shall be for a period of two years.</p> | DELIVERY<br>(Days) | PAYMENT DISCOUNT<br><br>%            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 2 OF 4  
BIDDER MUST  
COMPLETE & SIGN BELOW

|  |                              |  |  |                      |                   |
|--|------------------------------|--|--|----------------------|-------------------|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |                              |  |  | NAME OF FIRM         |                   |
|  |                              |  |  | STREET ADDRESS       |                   |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025   |  | CITY                 | STATE    ZIP CODE |
| DEPARTMENT<br><b>PUBLIC UTILITIES</b>  |                              | DIVISION<br>CWD, CPP, WPC, ORC   |  | AUTHORIZED SIGNATURE |                   |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input checked="" type="checkbox"/> STANDARD CONTRACT BID<br><input type="checkbox"/> REQUIREMENT CONTRACT BID |  | DATE                 |                   |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING<br>12:00 O'CLOCK NOON<br>OFFICIAL TIME   |  |                      |                   |

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 5 | Landscape Maintenance at the Nottingham Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 5.10       | Disease/Insect Control as per the detail specifications and as directed, complete. Flower beds.  | 6        | each  |            |           |
| 5.11       | Weed Control/Cultivation as per detail specifications and as directed, complete. Flower beds.  | 12       | each  |            |           |
| 5.12       | Spring Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.                                       | 2        | each  |            |           |
| 5.13       | May Event Grounds Clean-Up (building area only) as per the detail specifications and as directed, complete. Special items.               | 2        | each  |            |           |
| 5.14       | Fall Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.   | 4        | each  |            |           |
| 5.15       | Flower Bed Clean-Up as per the detail specifications and as directed, complete. Special items.   | 2        | each  |            |           |
| 5.16       | Litter Clean-Up Removal as per the detail specifications and as directed, complete. Special items.                                       | 70       | each  |            |           |
| 5.17       | Hillside Clearing/Brush Removal as per the detail specifications and as directed, complete. Special items.                               | 2        | each  |            |           |
| 5.18       | Hillside Maintenance as per the detail specifications and as directed, complete. Special items.  | 6        | each  |            |           |

|  |                 |                               |
|--|-----------------|-------------------------------|
| <p>All Items Are Approximate Quantities.<br/>The contract, if any, shall be for a period of two years.</p> | DELIVERY (Days) | PAYMENT DISCOUNT<br>%    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 3 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |  |                      |                                       |  |
|--|------------------------------|--|----------------------|---------------------------------------|--|
| TITLE OF BID    LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES           |                              |  |                      | NAME OF FIRM                          |  |
| STREET ADDRESS   |                              |  |                      | CITY          STATE          ZIP CODE |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025   | AUTHORIZED SIGNATURE |                                       |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC   |                      | DATE                                  |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input type="checkbox"/> STANDARD CONTRACT BID<br><input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID |                      |                                       |  |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING<br><br>12:00 O'CLOCK NOON<br>OFFICIAL TIME   |                      |                                       |  |

| Bid Item   | DESCRIPTION  | QUANTITY    | UNITS        | UNIT PRICE      | EXTENSION                           |
|--|--|-------------|--------------|-----------------|-------------------------------------|
| Bid Item 5   | Landscape Maintenance at the Nottingham Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications.   |             |              |                 |                                     |
| 5.19   | First Person (labor) + Vehicle as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                 |                                     |
| 5.20   | Additional Person (labor only) as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                 |                                     |
| 5.21   | Specialty Maintenance Allowance (soil testing, turf pathology testing, disease/insect control, aeration, thatching, pre-emergent fertilization, fertilization, plant protection, cultivation/soil preparation for turf areas; trees, shrubs, groundcover areas; and flower beds)<br>No work to be done without authorization given, with quotation required. | \$10,000.00 |              |                 | \$10,000.00                         |
| 5.22   | Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along security perimeter using "Brush-hog" or equivalent equipment <b>when directed by Plant Manager or his designee.</b>  | 100         | Square Yards |                 |                                     |
| 5.23   | Prune, limb-up, remove dead wood and shape trees greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                  | 3           | Each         |                 |                                     |
| 5.24   | Prune, limb-up, remove dead wood and shape shrubs <b>less than or equal to 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.  | 25          | Each         |                 |                                     |
| 5.25   | Prune, limb-up, remove dead wood and shape shrubs <b>greater than 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.   | 50          | Each         |                 |                                     |
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. |  |             |              | DELIVERY (Days) | PAYMENT DISCOUNT<br>%          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 4 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |  |  |                      |  |
|--|------------------------------|--|--|----------------------|--|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |                              |  |  | NAME OF FIRM         |  |
| STREET ADDRESS   |                              |  |  | CITY STATE ZIP CODE  |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025   |  |                      |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC   |  |                      |  |
| CITY RECORD ADVERTISEMENT DATES  |                              | <input checked="" type="checkbox"/> STANDARD CONTRACT BID<br><input type="checkbox"/> REQUIREMENT CONTRACT BID |  | AUTHORIZED SIGNATURE |  |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING<br>12:00 O'CLOCK NOON<br>OFFICIAL TIME   |  | DATE                 |  |

| Bid Item                | DESCRIPTION   | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|-------------------------|---|----------|-------|------------|-----------|
| Bid Item 5              | Landscape Maintenance at the Nottingham Water Works Plant<br><br>As Specified in Section C and Section D of the attached specifications.  |          |       |            |           |
| 5.26                    | Prune, limb-up, remove dead wood and shape trees <b>less than or equal to 1.50 inch caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                         | 5        | Each  |            |           |
| 5.27                    | Prune, limb-up, remove dead wood and shape trees <b>greater than 1.50 inch and up to and equal to 12 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level. | 10       | Each  |            |           |
| 5.28                    | Prune, limb-up, remove dead wood and shape trees <b>greater than 12 inch and up to and equal to 24 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.   | 25       | Each  |            |           |
| <b>Total Bid Item 5</b> |   |          |       |            |           |

|  |                    |                                     |
|--|--------------------|-------------------------------------|
| <p>All Items Are Approximate Quantities.<br/>The contract, if any, shall be for a period of two years.</p> | DELIVERY<br>(Days) | PAYMENT DISCOUNT<br><br>%      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 1 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID    LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
491-2025

PASSED  
September 22, 2025

SIGNED  
September 29, 2025

CITY                      STATE                      ZIP CODE

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
CWD, CPP, WPC, ORC

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID

AUTHORIZED SIGNATURE

REQUIREMENT CONTRACT BID

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 6 | Landscape Maintenance at the Parma Heights Facility and North Royalton Pump Station<br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 6.01       | Spring Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.   | 2        | each  |            |           |
| 6.02       | Summer Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.   | 2        | each  |            |           |
| 6.03       | Fall Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.   | 2        | each  |            |           |
| 6.04       | Lawn Edging/Trimming including all fence lines as per detail specifications and as directed, complete. Turf areas.   | 70       | each  |            |           |
| 6.05       | Lawn/Turf Mowing (ordinary areas) as per the detail specifications and as directed. Turf areas.  | 70       | each  |            |           |
| 6.06       | Sweeping as per the detail specifications and as directed, complete. Turf areas.   | 70       | each  |            |           |
| 6.07       | Disease/Insect Control as per the detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.  | 6        | each  |            |           |
| 6.08       | Weed Control/Cultivation as per detail specifications and as directed, complete. Trees, Shrubs, Groundcover beds.  | 12       | each  |            |           |
| 6.09       | Fertilization as per the detail specifications and as directed, complete. Flower beds.   | 12       | each  |            |           |

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 2 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID    **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
491-2025

PASSED  
September 22, 2025

SIGNED  
September 29, 2025

CITY                      STATE                      ZIP CODE

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
CWD, CPP, WPC, ORC

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID  
 REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

| Bid Item   | DESCRIPTION   | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|---|----------|-------|------------|-----------|
| Bid Item 6 | Landscape Maintenance at the Parma Heights Facility and North Royalton Pump Station As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 6.10       | Disease/Insect Control as per the detail specifications and as directed, complete. Flower beds.   | 6        | each  |            |           |
| 6.11       | Weed Control/Cultivation as per detail specifications and as directed, complete. Flower beds.   | 12       | each  |            |           |
| 6.12       | Spring Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.  | 2        | each  |            |           |
| 6.13       | May Event Grounds Clean-Up (building area only) as per the detail specifications and as directed, complete. Special items.                                  | 2        | each  |            |           |
| 6.14       | Fall Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.  | 4        | each  |            |           |
| 6.15       | Flower Bed Clean-Up as per the detail specifications and as directed, complete. Special items.  | 2        | each  |            |           |
| 6.16       | Litter Clean-Up Removal as per the detail specifications and as directed, complete. Special items.  | 70       | each  |            |           |
| 6.17       | Hillside Clearing/Brush Removal as per the detail specifications and as directed, complete. Special items.  | 2        | each  |            |           |
| 6.18       | Hillside Maintenance as per the detail specifications and as directed, complete. Special items.   | 6        | each  |            |           |

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 3 OF 4  
BIDDER MUST

COMPLETE & SIGN BELOW

|  |                              |                                |                                     |                                     |  |
|--|------------------------------|--------------------------------|-------------------------------------|-------------------------------------|--|
| TITLE OF BID    LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES          |                              |                                |                                     | NAME OF FIRM                        |  |
| STREET ADDRESS   |                              |                                |                                     | CITY    STATE    ZIP CODE           |  |
| ORDINANCE NO.<br>491-2025  | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025   |                                     |                                     |  |
| DEPARTMENT<br>PUBLIC UTILITIES   |                              | DIVISION<br>CWD, CPP, WPC, ORC |                                     |                                     |  |
| CITY RECORD ADVERTISEMENT DATES  |                              |                                | <input checked="" type="checkbox"/> | STANDARD CONTRACT BID               |  |
|  |                              |                                | <input type="checkbox"/>            | REQUIREMENT CONTRACT BID            |  |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |                              | BID OPENING                    |                                     | 12:00 O'CLOCK NOON<br>OFFICIAL TIME |  |
|  |                              |                                |                                     | AUTHORIZED SIGNATURE                |  |
|  |                              |                                |                                     | DATE                                |  |

| Bid Item   | DESCRIPTION  | QUANTITY    | UNITS        | UNIT PRICE              | EXTENSION                       |
|--|--|-------------|--------------|-------------------------|---------------------------------|
| Bid Item 6   | Landscape Maintenance at the Parma Heights Facility and North Royalton Pump Station<br>As Specified in Section C and Section D of the attached specifications.   |             |              |                         |                                 |
| 6.19   | First Person (labor) + Vehicle as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                         |                                 |
| 6.20   | Additional Person (labor only) as per the detail specifications and as directed, complete. Special items.  | 160         | hours        |                         |                                 |
| 6.21   | Specialty Maintenance Allowance (soil testing, turf pathology testing, disease/insect control, aeration, thatching, pre-emergent fertilization, fertilization, plant protection, cultivation/soil preparation for turf areas; trees, shrubs, groundcover areas; and flower beds)<br>No work to be done without authorization given, with quotation required. | \$10,000.00 |              |                         | \$10,000.00                     |
| 6.22   | Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along security perimeter using "Brush-hog" or equivalent equipment <b>when directed by Plant Manager or his designee.</b>  | 100         | Square Yards |                         |                                 |
| 6.23   | Prune, limb-up, remove dead wood and shape trees greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                  | 3           | Each         |                         |                                 |
| 6.24   | Prune, limb-up, remove dead wood and shape shrubs <b>less than or equal to 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.  | 25          | Each         |                         |                                 |
| 6.25   | Prune, limb-up, remove dead wood and shape shrubs <b>greater than 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.   | 50          | Each         |                         |                                 |
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. |  |             |              | DELIVERY<br>(Days)      | PAYMENT DISCOUNT<br>%      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 4 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
491-2025

PASSED  
September 22, 2025

SIGNED  
September 29, 2025

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
CWD, CPP, WPC, ORC

CITY STATE ZIP CODE

CITY RECORD ADVERTISEMENT DATES

X

STANDARD CONTRACT BID  
REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

| DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|--|----------|-------|------------|-----------|
| Bid Item 6<br>Landscape Maintenance at the Parma Heights Facility and North Royalton Pump Station<br>As Specified in Section C and Section D of the attached specifications.   |          |       |            |           |
| 6.26 Prune, limb-up, remove dead wood and shape trees <b>less than or equal to 1.50 inch caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                         | 5        | Each  |            |           |
| 6.27 Prune, limb-up, remove dead wood and shape trees <b>greater than 1.50 inch and up to and equal to 12 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level. | 10       | Each  |            |           |
| 6.28 Prune, limb-up, remove dead wood and shape trees <b>greater than 12 inch and up to and equal to 24 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.   | 25       | Each  |            |           |
| <b>Total Bid Item 6</b>  |          |       |            |           |

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 1 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID    **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.

491-2025

PASSED

September 22, 2025

SIGNED

September 29, 2025

DEPARTMENT

PUBLIC UTILITIES

DIVISION

CWD, CPP, WPC, ORC

CITY

STATE

ZIP CODE

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID

REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam

jjgilliam@clevelandohio.gov and

purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON

OFFICIAL TIME

DATE

| Bid Item   | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|------------|--|----------|-------|------------|-----------|
| Bid Item 7 | Landscape Maintenance at Water Pollution Control Stations<br>As Specified in Section C and Section D of the attached specifications. |          |       |            |           |
| 7.01       | Spring Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                 | 2        | each  |            |           |
| 7.02       | Summer Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                 | 2        | each  |            |           |
| 7.03       | Fall Fertilization and/or Lime Application as per the detail specifications and as directed, complete. Turf areas.                   | 2        | each  |            |           |
| 7.04       | Lawn Edging/Trimming including all fence lines as per detail specifications and as directed, complete. Turf areas.                   | 80       | each  |            |           |
| 7.05       | Lawn/Turf Mowing (ordinary areas) as per the detail specifications and as directed. Turf areas at 12302 Kirby Avenue                 | 80       | each  |            |           |
| 7.05A      | Lawn/Turf Mowing (ordinary areas) as per the detail specifications and as directed. Turf areas at all outlying locations combined.   | 80       | each  |            |           |
| 7.06       | Sweeping as per the detail specifications and as directed, complete. Turf areas.   | 80       | each  |            |           |
| 7.07       | Disease/Insect Control as per the detail specifications and as directed, complete. Trees, shrubs, groundcover beds.                  | 6        | each  |            |           |
| 7.08       | Weed Control/Cultivation as per detail specifications and as directed, complete. Trees, shrubs, groundcover beds.                    | 12       | each  |            |           |
| 7.09       | Fertilization as per the detail specifications and as directed, complete. Flower beds.   | 12       | each  |            |           |

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 2 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

|  |  |  |  |  |   |
|--|--|--|--|--|---|
| TITLE OF BID <b>LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES</b>      |  |  | NAME OF FIRM   |  |   |
| ORDINANCE NO.<br><b>491-2025</b>   |  |  | PASSED<br>September 22, 2025                                 |  | SIGNED<br>September 29, 2025              |
| DEPARTMENT<br><b>PUBLIC UTILITIES</b>  |  |  | DIVISION<br><b>CWD, CPP, WPC, ORC</b>                        |  |   |
| CITY RECORD ADVERTISEMENT DATES  |  |  | STANDARD CONTRACT BID  |  | CITY            STATE            ZIP CODE |
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov |  |  | BID OPENING  |  | 12:00 O'CLOCK NOON<br>OFFICIAL TIME       |
|  |  |  | <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID |  | AUTHORIZED SIGNATURE                      |
|  |  |  |  |  | DATE                                      |

|  | DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE         | EXTENSION                                 |
|--|--|----------|-------|--------------------|---|
| Bid Item 7   | Landscape Maintenance at Water Pollution Control Stations<br><br>As Specified in Section C and Section D of the attached specifications. |          |       |                    |   |
| 7.10   | Disease/Insect Control as per the detail specifications and as directed, complete. Flower beds.  | 6        | each  |                    |   |
| 7.11   | Weed Control/Cultivation as per detail specifications and as directed, complete. Flower beds.  | 12       | each  |                    |   |
| 7.12   | Spring Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.                                       | 2        | each  |                    |   |
| 7.13   | May Event Grounds Clean-Up (building area only) as per the detail specifications and as directed, complete. Special items.               | 2        | each  |                    |   |
| 7.14   | Fall Grounds Clean-Up as per the detail specifications and as directed, complete. Special items.   | 4        | each  |                    |   |
| 7.15   | Flower Bed Clean-Up as per the detail specifications and as directed, complete. Special items.   | 2        | each  |                    |   |
| 7.16   | Litter Clean-Up Removal as per the detail specifications and as directed, complete. Special items.                                       | 80       | each  |                    |   |
| 7.17   | Hillside Clearing/Brush Removal as per the detail specifications and as directed, complete. Special items.                               | 2        | each  |                    |   |
| 7.18   | Hillside Maintenance as per the detail specifications and as directed, complete. Special items.<br>complete.                             | 6        | each  |                    |   |
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. |  |          |       | DELIVERY<br>(Days) | PAYMENT DISCOUNT<br><br>%            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 3 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
491-2025

PASSED  
September 22, 2025

SIGNED  
September 29, 2025

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
CWD, CPP, WPC, ORC

CITY STATE ZIP CODE

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID  
 REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER: Jules Gilliam  
jgilliam@clevelandohio.gov and  
purchasing@clevelandohio.gov

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

| DESCRIPTION   | QUANTITY    | UNITS        | UNIT PRICE      | EXTENSION        |
|---|-------------|--------------|-----------------|------------------|
| <b>Bid Item 7</b> Landscape Maintenance at Water Pollution Control Stations<br>As Specified in Section C and Section D of the attached specifications.  |             |              |                 |                  |
| 7.19 First Person (labor) + Vehicle as per the detail specifications and as directed, complete.   | 160         | hours        |                 |                  |
| 7.20 Additional Person (labor only) as per the detail specifications and as directed, complete.   | 160         | hours        |                 |                  |
| 7.21 Irrigation System Inspection/Start-Up as per the detail specifications and as directed, complete.  | 2           | each         |                 |                  |
| 7.22 Irrigation System Winterization as per the detail specifications and as directed, complete.  | 2           | each         |                 |                  |
| 7.23 Irrigation System Repairs (furnished and installed) as per the detail specifications and as directed, complete.  | \$5,000.00  |              |                 | \$5,000.00       |
| 7.24 Specialty Maintenance Allowance (soil testing, turf pathology testing, disease/insect control, aeration, thatching, pre-emergent fertilization, fertilization, plant protection, cultivation/soil preparation for turf areas; trees, shrubs, groundcover areas; and flower beds)<br>No work to be done without authorization given, with quotation required. | \$10,000.00 |              |                 | \$10,000.00      |
| 7.25 Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along security perimeter using "Brush-hog" or equivalent equipment, <b>when directed by Plant Manager or his designee.</b>   | 100         | Square Yards |                 |                  |
| 7.26 Prune, limb-up, remove dead wood and shape trees greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                  | 3           | Each         |                 |                  |
| All Items Are Approximate Quantities.<br>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, 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 4 OF 4

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID **LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILTITIES**

NAME OF FIRM

STREET ADDRESS

|                           |                              |                              |  |
|---------------------------|------------------------------|------------------------------|--|
| ORDINANCE NO.<br>491-2025 | PASSED<br>September 22, 2025 | SIGNED<br>September 29, 2025 |  |
|---------------------------|------------------------------|------------------------------|--|

CITY STATE ZIP CODE

|                                |                                |
|--------------------------------|--------------------------------|
| DEPARTMENT<br>PUBLIC UTILITIES | DIVISION<br>CWD, CPP, WPC, ORC |
|--------------------------------|--------------------------------|

AUTHORIZED SIGNATURE

|                                 |   |
|---------------------------------|---|
| CITY RECORD ADVERTISEMENT DATES | STANDARD CONTRACT BID<br>REQUIREMENT CONTRACT BID |
|---------------------------------|---|

DATE

|  |             |                                     |  |
|--|-------------|-------------------------------------|--|
| BUYER: Jules Gilliam<br>jgilliam@clevelandohio.gov and<br>purchasing@clevelandohio.gov | BID OPENING | 12:00 O'CLOCK NOON<br>OFFICIAL TIME |  |
|--|-------------|-------------------------------------|--|

| DESCRIPTION  | QUANTITY | UNITS | UNIT PRICE | EXTENSION |
|--|----------|-------|------------|-----------|
| Bid Item 7 Landscape Maintenance at Water Pollution Control Stations<br><br>As Specified in Section C and Section D of the attached specifications.  |          |       |            |           |
| 7.27 Prune, limb-up, remove dead wood and shape shrubs <b>less than or equal to 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.   | 25       | Each  |            |           |
| 7.28 Prune, limb-up, remove dead wood and shape shrubs <b>greater than 6-feet height</b> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.  | 50       | Each  |            |           |
| 7.29 Prune, limb-up, remove dead wood and shape trees <b>less than or equal to 1.50 inch caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.                         | 5        | Each  |            |           |
| 7.30 Prune, limb-up, remove dead wood and shape trees <b>greater than 1.50 inch and up to and equal to 12 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level. | 10       | Each  |            |           |
| 7.31 Prune, limb-up, remove dead wood and shape trees <b>greater than 12 inch and up to and equal to 24 inches caliper</b> as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.   | 25       | Each  |            |           |
| <b>TOTAL BID ITEM 7</b>  |          |       |            |           |

|  |                 |                                |
|--|-----------------|--------------------------------|
| All Items Are Approximate Quantities.<br>The contract, if any, shall be for a period of two years. | DELIVERY (Days) | PAYMENT DISCOUNT<br><br>% Days |
| FOR PURCHASING USE ONLY  |                 |                                |

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.





## GENERAL CONDITIONS

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

**B-8 PERFORMANCE BOND.**

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

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

**B-9 RELEASE OF BOND.**

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

**B-10 CANCELLATION OF CONTRACT.**

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

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

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

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

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

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

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

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

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

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

**B-13 PATENTS.**

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

**B-14 DELIVERY.**

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

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

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

**B-15 LABORATORY TEST.**

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

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

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

**B-17 SAFEGUARDS.**

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

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

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

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

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

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

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

**B-21 INVOICING AND PAYMENT.**

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

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

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

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

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

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

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

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

**B-22 EQUAL OPPORTUNITY.**

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

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

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

**B-23 DURATION OF CONTRACT.**

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

**B-24 REDUCTION IN PRICES.**

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

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

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

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

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

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

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

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

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

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

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

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

**B-28 INDEMNITY**

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

**B-29 WARRANTY**

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

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

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

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

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

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

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

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

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

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

The Federal Debarred Listing is available at <http://www.epis.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.

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**C-1 SCOPE OF WORK**

The work required under this contract as designated by limits of contract shall include the furnishing of all labor materials, tools, transportation, superintendence, fuel and service necessary to provide landscape maintenance for all plant materials including trees, shrubs, ground covers, perennials, annuals, bulbs, seeding, seeded and/or sodded lawns and other items included in the Bid - Schedule of Items pages; all as specified by this contract.

**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.
  - 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.

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**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 Department of Public Utilities (DPU) personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.
  
- A. The last day for questions is seven business days before the bid opening date. All questions should be submitted in writing to the buyer's attention, [jqilliam@clevelandohio.gov](mailto:jqilliam@clevelandohio.gov) and [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov) or via fax at 216-664-2275.

**C-4 QUALIFICATIONS OF BIDDERS**

The below is required from any bidders that have not previously submitted bids for this work or from bidders that have submitted bids for this work and have not been awarded contracts by DPU.

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

Bidder shall submit with his bid a notarized statement attesting to the following:

- A. That the bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past five years as qualified in the above section.
  
- B. The names of his employees in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experience in the field of landscape maintenance and construction. The supervisors and work crews assigned to this job shall be actively employed by the contractor, and have a minimum of three years' experience.
  
- C. The present address of the main operating facilities of this organization.

Failure to submit the above documentation may make your bid non-responsive.

Bidders that have previously been awarded contracts (in the last five years) for Landscape Maintenance at Various Public Utilities Facilities by DPU are not required to submit the above documentation.

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**C-5 DEFINITIONS**

Director shall mean the Director of DPU or his designee.

Plant Manager and/or Building Manager shall mean that person designated by the Director to oversee most aspects of this contract including authorization and inspection forms, pre-approval and final acceptance of work, acceptance of substitutions, etc.

Landscape Architect shall mean that person designated by the Director to prepare the drawings and specifications for this contract.

In most cases, the Plant and/or Building Manager's decision shall be final and shall supersede the landscape architects. The plant manager's decision will not supersede the Director's.

**C-6 MAINTENANCE PROGRAM**

The maintenance program outlined is based upon the overall landscape design. The program projects the necessary tasks to be performed on a routine basis. The recommended replacement program will provide a clean, usable, and visually attractive appearance for the grounds and facilities.

The frequency of maintenance is loosely based upon weekly service visits. The majority of tasks are to be performed on a 9-month basis (March 15th to November 15th).

**C-7 DELIVERY** (Supplement to B-14)

- A. Where the labor and material is noted as requested, the contractor shall supply labor and material within 72 hours of the request of the Plant Manager.
- B. All new planting and replacement planting items shall only be completed within the designated seasons as noted in the Detailed Specifications. The contractor shall furnish and install new plant material within one week of request of the Director.
- C. All pruning shall be completed only in the spring and fall seasons as noted in the Detailed Specifications and with the discretion of the Certified Arborist.

In the event of delay in delivery beyond the date specified, or beyond the date to which the time of delivery may be extended by the Director, the City shall be paid damages for such delay. In as much as the amount of such damages will be extremely difficult to ascertain, the contractor agrees to compensate the City in the amount of Fifty Dollars (\$50.00) for each and every calendar day that the delivery extends beyond the period herein allowed.

Any claim for extension of time shall be made in writing by the contractor. Such extension will be granted for any cause absolutely and clearly beyond the control of the contractor, or for any cause which the Director shall decide is sufficient to justify the delay at the time of the need.

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Any extension of time as authorized by the Director will be confirmed by him in writing at the time such extension is granted.

The granting of any extension in delivery time shall in no way be construed to relieve the contractor of furnishing and delivering equipment in conformity with all the requirements of this specification.

Performance of any and all items must be approved prior to performance of item, including items listed "as required".

**C-8 APPROXIMATE QUANTITIES**

The frequency of maintenance is loosely based upon weekly service visits. The majority of tasks are to be performed on a 9-month basis (March 15th to November 15th). The quantities on the Bid - Schedule of Items pages are not guaranteed, but are approximate only.

The City reserves the right to increase or diminish the same, or to omit any one or more items, at the unit price bid, as the Director may deem desirable.

**C-9 MATHEMATICAL ERRORS**

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

**C-10 DURATION OF CONTRACT** (Supplement to General Conditions Section B-23)

The proposed contract shall be effective upon its execution and approval by the Director of Law

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of the City, and for the purpose of accepting delivery, shall continue in full force and effect for a period of two years.

**C-11 BASIS OF AWARD**

A single contract will be awarded to the lowest and best bidder; or to the lowest and best bidder by individual bid item. Refer to D-12 for the listing of bid items and their locations.

**C-12 OTHER CONTRACTS**

It is understood and agreed that the contractor shall execute his work in such a manner and in such order as will not interfere with work in progress and will permit the City to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on or about the work herein described, with the least interference possible and with complete cooperation whenever it is desirable to prosecute such other work, either simultaneously with the work under this contract or otherwise. The Director shall decide all questions of priority among separate contractors.

**C-13 JOINT OCCUPANCY OF SITE**

- A. It is agreed that the contractor shall not be entitled to any damages or extra compensation from the City on account of any work performed by the City of other contractors employed by the City, that in any way affects the work under this contract provided that such work of the City and other contractors shall, in the opinion of the Director, be performed in proper and expeditious or a necessary manner. The Director shall decide all questions between the contractor hereunder and any other contractors.
- B. If, in the judgment of the Director, the joint occupation of the site of the work by the City, or by two or more contractors working on different contracts at the same time, actually impeded progress on the work herein described, then the Director may extend the time for the completion of the work and in an amount which accords with and compensates for the delays so caused.
- C. In case the contractor, by his own acts or the acts of any other person or persons in his employ or working for him or any of his subcontractors on work under this contract, shall unnecessarily delay, in the opinion of the Director, the work of the City of other contractors by not properly cooperating with or by not affording them sufficient opportunity or facility to perform work as may be specified, the contractor shall, in that case, pay all costs and expense incurred by such parties due to any such delays, and he hereby authorizes the City to deduct the amount of such costs and expenses from any moneys due or to become due to the contractor under this contract. The Director shall decide the extent of such delay or delays and the amount of such cost and expense, and his decision shall be binding upon both parties to this contract. However, nothing in these paragraphs shall relieve said contractor from any liability or damage resulting to the City on account of such delay or delays.

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

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

**C-15 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE**

- A. The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City is named as an additional insured, as shall protect himself, the City and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such policy or policies shall be deposited with the City before the commencement of any work under the contract. The amounts of such insurance be as follows:
1. Public Liability Insurance: In an amount not less than \$500,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than \$200,000.00.
- B. 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 amount as follows:
1. Public Liability insurance to cover each automobile, truck, or other vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.
  2. Property damage liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than \$200,000.00 in any occurrence.
  3. Public Liability and property damage insurance to cover the use of explosives used in the performance of this contract, in the same limits as set forth in the preceding sub-sections.

**C-16 INSURANCE - SUPPLEMENTAL REQUIREMENTS**

- A. The contractor shall effect and maintain insurance against loss by fire, and/or tornado or windstorm, vandalism and malicious mischief in an amount equal to the bid price of

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the contract. This insurance shall remain in force until final acceptance by the City of all work covered by this contract. The City, the contractor and each subcontractor as their interest may respectively appear will be named as the parties insured under this policy.

- B. The contractor's specific attention is directed to the fact that he will be required to protect adjacent property during operations. Any damage to adjacent facilities or property caused by the contractor's operations or equipment will be required to be satisfactorily replaced or repaired by the contractor at his expense.
- C. The requirements of noted previously regarding the amount of insurance and coverage shall be increased, modified, amended and/or amplified so that the contractor shall provide and maintain during the life of the contract wherein the amount of insurance and coverage shall be increased, modified, amended and/or amplified as follows:

- 1. Public Liability and Property Damage Insurance:

- Such policy or policies shall not exclude the "Explosion Hazard" the "Underground Property Damage Hazard" nor the "Collapse Hazard" in the amount not less than \$1,000,000.00 for injuries including accidental death to any one person, and subject to the same limit for each person, in the amount not less than \$3,000,000.00 on account of one occurrence involving injury including death to more than one person and property damage insurance in an amount not less than \$500,000.00 per occurrence. This insurance shall include coverage for damage of any 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.

In the event the contractor cannot obtain the Public Liability and Property Damage Insurance wherein the City and its agents are named as additional insured, then he shall take out and maintain insurance policies separately covering the City, its agents and himself in the full amounts and coverage and subject to the provisions hereinbefore stated.

- D. The maintaining of such insurance is outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. All insurance shall be carried to the end of the contract period.
  - E. Contractor shall notify the Director of Law, in writing, at least 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.

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**C-17 ACCESS TO WORK**

The Director or his designee and such representative's staff shall at all times have access to inspect the work wherever it is in preparation, progress, being manufactured or fabricated and the contractor shall arrange and provide proper facilities for such access and inspection to determine whether such work is being done in accordance with the contract requirements.

**C-18 FIELD INSPECTION COSTS**

The cost of all field inspection of all kinds that may be required by any governmental agency including any other departments of the City other than DPU shall be paid for by the contractor. All field inspections made by DPU will be done without cost to the contractor.

**C-19 FORMS AND PROCEDURE**

The forms to be used and the method and procedure to be followed by the contractor for the submission of schedules, bills, invoices, breakdowns and all other items required by and pertaining to the contract, shall be in accordance with the directions of the Director or his designee and the Plant Manager and/or Building Manager. Some of the basic forms have been included within the specifications. As stated elsewhere in these specifications, all work must be approved prior to commencement of any and all operations and all work must be approved by the Plant Manager and/or Building Manager as being 100 percent complete and satisfactory upon completion

**C-20 COMPETENT PEOPLE TO BE EMPLOYED**

The contractor shall employ only competent and skillful people to do this work, and whenever the Director shall notify the contractor in writing, that any person on the work is, in his opinion, disobedient, incompetent, unfaithful, disorderly, disrespectful or otherwise unsatisfactory, the contractor, on receiving such notice shall forthwith dismiss such person and shall not again employ him or her on any part of the work without the written consent of the Director.

**C-21 SUPERVISION**

The contractor shall keep on his work, during all progress, a competent superintendent and any necessary assistance, all satisfactory to the Director. The superintendent must be present when any and all subcontractor work is being completed. The superintendent shall not be changed except with the consent of the Director, unless the superintendent proves to be unsatisfactory to the contractor and ceases to be in his employ. The superintendent shall represent the contractor in his absence and all directions given to him shall be as binding as if given to the contractor. Important directions shall be confirmed in writing to the contractor. Other directions shall be co-confirmed on written request in each case. Failure to adhere to this requirement will result in the project being shut down and all work will be ceased. The contractor shall not be credited any additional workdays if this occurs.

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**C-22 SUBCONTRACTORS**

- A. Since this contract is made pursuant to the bid submitted by the contractor and in reliance upon the contractor's qualifications and responsibility, the contractor shall not sublet nor shall any subcontractor commence performance of any part of the work included in this contract without the previous written consent of the Director endorsed hereon or attached hereto. In making application for subletting any portion of the work, the contractor shall state in writing the portion of the work which each subcontractor is to do or the material which he is to furnish, his place of business, and such other information as may be required in order to ascertain whether such subcontractor is responsible, reliable and able to perform the work or to furnish the materials as called for in the specifications. Subletting, if permitted, shall not relieve the contractor of any of his responsibilities under this contract.
- B. Any subcontract for work covered by this contract must conform to the requirements of the general and detailed provisions of this contract.
- C. The contractor shall be and remain solely responsible to the City for the acts or faults of his subcontractor's officers, agents, employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the contractor to the extent of his subcontract. The contractor shall promptly, upon request of the Director, file a conformed copy of the subcontract with prices and terms of payment deleted, as a condition precedent to the approval of a subcontractor. The contractor and subcontractor shall jointly and severally agree that no obligation upon the City is thereby created to pay to, or see to the payment of any sums to any subcontractor.

**C-23 APPROVAL OF SUBCONTRACTORS**

The contractor shall submit to the Director the names, addresses and trades of the subcontractors he proposes to use for transmittal to the Board of Control for their consideration. Requests for approval of subcontractors for the main divisions of work shall be submitted to the Director within ten days after execution of the contract.

All requests for approval of subcontractors shall state that the subcontractor's named will furnish and install the material, products and equipment, or any of them as specified in the Detail Specifications and as called for on the Contract Drawings.

**C-24 BINDING SUBCONTRACTORS**

The contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms and requirements of the Instruction to Bidders, the General Conditions, the Supplemental General Conditions, the Contract Drawings, and the Detail Specifications and any other Contract Documents as far as they apply to the portion of the work allocated by the contractor to the subcontractor.

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**C-25 RESPONSIBILITY OF CONTRACTOR**

- A. The contractor shall be responsible for all damage to the work, whether from fire, water, high winds, or other causes until final acceptance. The contractor will be held answerable for all damages that may occur to persons, property, animals, or vehicles. The City will not insure the work nor against claims for injury to person or property arising during the prosecution of the work. The contractor shall protect all utilities, pavements, turf areas, equipment, fixtures and appurtenances of all kinds, both public and private, from damages. The contractor and his subcontractors shall be responsible to repair and make good any damage caused to any such property by reason of his operations leaving all work in approved condition at the completion of the contract.
- B. The City reserves the right to repair any damage to public utilities or any other facilities of the City caused by the work of the contractor and his subcontractors. In the event the contractor refuses or fails to pay the bills for such repair work upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him as herein provided.
- C. The contractor shall be responsible to keep the site clean and shall be responsible to remove rubbish and debris during operations and at the completion of the work.
- D. The contractor shall take any and all precautions necessary to protect life and property. The Director may at any time order the contractor to provide additional precautions that he deems necessary to protect life and property. The City reserves the right to provide precautions including but not limited to barricades, watchmen, and signage at the expense of the contractor. In the event the contractor refuses or fails to pay the bills for such precautions upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him on partial or final estimates as herein provided.

**C-26 PROCEDURES AND METHOD OF OPERATIONS**

If at any time before the commencement or during the process of the work, or any part of it, such methods and procedures as used or to be used appear to the Director as unsafe, insufficient or improper, he may order the contractor to increase their safety or efficiency or to improve their character, and the contractor shall conform to such orders; but the failure of the Director to demand any increase of such safety, efficiency, adequacy or any improvement shall not release the contractor from his obligation to secure the safe conduct and quality of the work specified.

**C-27 DEFECTIVE WORK OR MATERIALS**

If at any time before final payment for the work, any material or workmanship discovered not complying with the specifications and Contract Drawings, it shall be immediately removed by the contractor when notified to do so by the Director in a written notice, and it shall be replaced at the contractor's expense. Any work rejected by the Director as unsuitable or improperly done

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shall within 5 days be removed and repaired or otherwise remedied, as the Director may require.

Should work or materials not readily accessible or available for examination be suspected to be defective or not in accordance with this contract, the Director may require the contractor to uncover or take work down or to make openings in the finished work for the purpose of examination at such points as may be designated.

If the contractor neglects or refuses to remove or replace defective materials within 14 days from the date of the written notice from the Director to do so, then the Director may remove or cause the same to be removed and satisfactorily replaced by contractor or otherwise, as he may deem expedient. The Director is empowered to charge the expense thereof to the contractor. The expense so charged will be deducted and paid by the City out of such moneys as are or may become due under this agreement. If such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the contractor, and if he refuses or neglects to provide the necessary moneys they shall be provided by his surety.

**C-28 STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY**

- A. The contractor shall, at his own expense, repair or make good any damaged caused to any such property by reason of his operations leaving all work in approved condition at the completion of this contract.
- B. The City reserves the right to repair any damage to public utilities or other facilities of the City caused by the work of the contractor and the cost of such repair shall be borne by the contractor. In the event the contractor refuses or fails to pay bills for such repair work upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him on partial or final estimates as herein provided.

**C-29 PREVENTION OF WATER POLLUTION**

- A. The contractor shall comply with applicable Federal and State laws, orders and regulations concerning the control and abatement of water pollution.
- B. The contractor's activities shall be performed by methods that will prevent the entrance of accidental spillage, solid matter, contaminants, debris and other objectionable pollutants and wastes into streams, water courses, lakes and underground water sources. Such pollutants and wastes include, but are not restricted to, refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts and thermal pollution.

**C-30 ABATEMENT OF AIR AND NOISE POLLUTION**

- A. The contractor shall comply with applicable federal, state and local laws and

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regulations concerning the prevention and control of air and noise pollution.

- B. During his maintenance activities and operation of equipment, the contractor shall employ practicable methods and devices to control, prevent and otherwise minimize atmospheric emissions or discharge of air contaminants.
- C. Equipment and vehicles that show excessive emissions of exhaust gases due to poor engine adjustment or other inefficient operating conditions shall not be operated unless corrective repairs or adjustments are made.
- D. In addition, the City reserves the right to delay any and all work items listed in this contract when an Ozone Action Day or any other public emergency is declared in Northeastern Ohio. The Director or his designee shall be the sole authority as to determining when a work delay is necessary.

**C-31 DUST AND UNNECESSARY NOISE**

The movement and use of machinery 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. Roadways and areas about the site shall be maintained by the contractor so as to eliminate dust until completion of the job.

**C-32 CLEANING**

All cleaning not specifically covered in these specifications shall be done by the contractor. The contractor shall be directly responsible for the cleaning by all subcontractors and shall correct and conditions not acceptable to the Plant Manager.

This cleaning shall include periodic cleaning such as the prompt removal, at suitable frequent and regular intervals, of debris and rubbish; and final cleaning not accepted under the above paragraph. Cleaning shall also include, but is not limited to, the periodic mowing of lawn areas and cutting &/or removal of weeds as deemed necessary by the Director and the City.

Periodic cleaning, if not done promptly and frequently enough to keep the work and premises looking reasonably neat and clean, so as to continually provide and maintain easy circulation for workers and material everywhere on the premises, shall be subject to the Plant Manager's direction for more frequent cleaning.

Final cleaning shall leave the premises rake-clean, and all exposed surface and finished free from foreign matter, blemishes and imperfections.

**C-33 REMOVAL OF RUBBISH**

The contractor shall, at his own expense keep the site of his operation, building or structure being worked on clean during the operations and remove all rubbish as it accumulates. Upon the

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completion of the work, remove all rubbish of all kinds from any grounds which he occupied and shall leave the site and the work in a clean and neat condition.

**C-34 ACCEPTANCE OF PERFORMANCE**

It shall be understood and agreed by the parties hereto that the Director shall determine finally, the satisfactory quality of work, material and equipment furnished under the contract.

**C-35 NOTICE TO PROCEED**

The language anywhere else in this contract, notwithstanding the term of this contract(s) shall begin when DPU issues a Notice to Proceed to the contractor(s) and shall last for two years. At the City's discretion, the City may shorten the term of this contract(s) to as much as two weeks less than two full years, in order to accomplish an orderly inventory of material. The Notice to Proceed shall not be issued until the contract(s) has been fully executed and delivered to all parties.

**C-36 FAIR EMPLOYMENT WAGE LAW REQUIREMENTS**

Bidder must complete and include with their bid submission, Schedules 1-4 of the Fair Employment Wage Law. Failure to provide notarized documents may cause the bid to be non-responsive.

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**D-1 SCOPE OF WORK**

The work required under this contract as designated by limits of contract shall include the furnishing of all labor materials, tools, transportation, superintendence, fuel and service necessary to provide landscape maintenance for all plant materials including trees, shrubs, ground covers, perennials, annuals, bulbs, seeding, seeded and/or sodded lawns and other items included in the Bid - Schedule of Items; all as specified by this contract.

**D-2 OTHER SPECIFICATIONS**

Wherever in these specifications the words "State Specifications" are used it shall be understood this reference refers to the State of Ohio, Department of Highway, Construction Material Specifications, dated January 1, 2016. The directions, provisions and requirements of the Ohio Specifications for the items to which reference is made are included as a part of this contract. In the event of a discrepancy between the State Construction and Materials Specifications, the Detail Specifications shall govern.

**D-3 CONTRACT MAPS**

The locations, character and details of the landscape maintenance requirements at the various water works facilities are shown upon the maps supplied by DPU and the City. This is a partial list of location maps available, any locations not listed do not have maps available, so site visits will need to be done by potential bidders (see D-10 and D-11 for more information).

The following Site Plans as listed and are hereby made a part of these specifications:

- Bid Item No. 1 - Baldwin Water Works Plant, Fairmount Pump Station
- Bid Item No. 2 - Crown Water Works Plant, Crown Shore Shaft Site
- Bid Item No. 3 - Harvard Service Center
- Bid Item No. 4 - Garrett Morgan Water Works Plant
- Bid Item No. 5 - Nottingham Water Works Plant
- Bid Item No. 6 - Parma Heights Water Facility, North Royalton Pump Station
- Bid Item No. 7 - WPC - Kirby Avenue Headquarters, Front Street Pump Station
- Bid Item No. 8 – Office Of Radio Communications Towers

**D-4 INDEX TO DETAIL SPECIFICATIONS**

These specifications are composed of the following:

- Detail Specifications
- Detail Specifications - Turf Areas
- Detail Specifications - Trees, Shrubs & Groundcovers
- Detail Specifications - Flower Beds
- Detail Specifications - Special Items

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**D-5 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

The Contract documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of documents are to provide Contractor with conceptual means necessary to formulate a proposal which will include all labor and materials, tools, equipment and transportation necessary for the proper execution of the work. If it shall appear that any omission has been made from the specifications of work which is necessary to carry out their true intent and meaning, they shall be referred to the City's Representative for interpretation and adjustment. The risk and expense of proceeding without such decision shall rest with the Contractor.

**D-6 DISCREPANCIES BETWEEN PLANS AND SPECIFICATIONS**

Where any discrepancies occur between the plans and specifications, the bidder shall immediately notify DPU of any such discrepancies found.

**D-7 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to these specifications, if any, shall be so stated in writing to DPU and the reasons, therefore, clearly set forth.

**D-8 APPROVED EQUAL**

The words "or approved equal" are implied in all cases throughout these Detail Specifications even though not expressly stated. All "or approved equal" items must be approved by the Director before purchases are made by the Contractor.

**D-9 UTILITY PROTECTION**

Indications of existing utilities are based on office records and site visits. The drawings do not purport to be 100% accurate and should not be construed as such. The City is not responsible for omissions from the contract of any services, structures, underground lines, nor misrepresentation neither as to the type nor to the location. The Contractor must notify all owners of utilities when his work is in progress. The Contractor will be responsible to have the service repaired as per the utility companies' policies if his labor force or equipment damages the utility (including subcontractors) or if the utility is damaged as a result of neglect or failure to provide adequate protection by the Contractor (including subcontractors).

**D-10 PERMITS**

The Contractor shall secure and pay for all permits, if necessary, to complete the work under this contract.

**D-11 EXAMINATION OF PREMISES**

Each bidder shall visit the various sites of work, examine the premises and familiarize himself with

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the existing conditions with respect to the work called for in the specifications. No allowance will subsequently be made to the Contractor by reason of any error or oversight on his part as to the conditions affecting the performance of his work. The following are the contacts for the various locations:

1. Bid Item 1 – Baldwin Water Works Plant, etc. – Ray Stallworth - 216-664-2444 ext. 73856
2. Bid Item 2 - Crown Water Works Plant, etc. – Joe LoDuca– 216-664-2444 ext. 73688
3. Bid Item 3 - Harvard Service Center – Ciara Williams – 216-348-7277 ext. 73403
4. Bid Item 4 – Garrett Morgan Water Works Plant – Brian Thompson – 216-664-2444 ext. 73655
5. Bid Item 5 – Nottingham Water Works Plant – Joseph LoDuca - 216-664-2444 ext. 73887
6. Bid Item 6 – Parma/North Royalton – Matt Hewitt – 216-664-2444 ext. 73859
7. Bid Item 8 – Water Pollution Control – Daniel Stepanik – 216-664-2444 ext. 75684
8. Bid Item 9 – Office of Radio Communications - Brad Hanke – 216-664-244 ext. 73612

**D-12 LOCATIONS**

The specific locations of the various Public Utilities facilities (according to the bid package) are as follows:

**BID ITEM - FACILITY NAME**

- 1** Baldwin/Fairmount 11216 Stokes Blvd. Cleveland, OH 44104  
(Approx. 65.403 acres of mowable grass, see maps for greater detail)
- 2** Crown Water Works Plant 955 Clague Road Westlake, OH 44145  
Crown Shore Shaft Site Clague Road & Lake Road Westlake, OH 44145  
(Approx. 31.375 acres of mowable grass, see maps for greater detail)
- 3** Harvard Service Center 4600 Harvard Avenue Cleveland, OH 44105  
(Approx. 3.443 acres of mowable grass, see maps for greater detail)
- 4** Garrett Morgan Water Works Plant 1245 West 45th Street Cleveland, OH 44113  
(Approx. 31.214 acres of mowable grass, see maps for greater detail)
- 5** Nottingham Water Works 1300 Chardon Road Cleveland, OH 44117  
(Approx. 33.903 acres of mowable grass, see maps for greater detail)
- 6** Parma Heights Water Facility 5953 Deering Avenue Parma Heights, OH 44130  
North Royalton Pump Station 15950 Ridge Road North Royalton, OH 44133
- 7** Water Pollution Control Stations  
Kirby Avenue Headquarters 12302 Kirby Avenue Cleveland, OH 44108  
(Approx. 1.469 acres of mowable grass at 12302 Kirby Avenue; see map for greater detail)

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Outlying locations (Bid Item 7.05A – one price for all locations combined): the locations below should be visited for inspection of the work to be done.

- Bradley 4235 Bradley Road Cleveland, OH 44109
- Incinerator 2200 West 3<sup>rd</sup> Street Cleveland, OH 44113
- Panna Lane 1034 Panna Lane Cleveland, OH 44109
- West 11<sup>th</sup> 1100 West Superior Avenue Cleveland, OH 44113
- Harsax 4302 West 197<sup>th</sup> Street Cleveland, OH 44135
- Service Yard 2900 West 3<sup>rd</sup> Street Cleveland, OH 44113 (6' by 5' section)

**8** Office of Radio Communication's Towers

Below locations should be visited for inspection of the work to be done.

Schaaf Road Site 721 W. Schaaf Rd. Cleveland, OH 44109  
Embassy Site 3775 Park East Dr. Beachwood, OH 44122  
Blossom Site 4402 Oakes Rd. Brecksville, OH 44141  
First District Site 3985 W. 130th St. Cleveland, OH 44111  
Nottingham Site 1300 Chardon Rd. Cleveland, OH 44117  
Hunting Valley Site 38251 Fairmount Boulevard Hunting Valley, OH 44022  
Roman Park Site 28000 Ranney Parkway Westlake, OH 44145  
Walton Hills Site 6800 Dunham Road Walton Hills, OH 44146  
North Royalton Site 9621 York Alpha Drive North Royalton, OH 44133  
Strongsville Site 18900 Boston Road Strongsville OH 44136  
Chagrin Site 7560 Chagrin Road Chagrin Falls, OH 44023

For any locations to be added to the above Office of Radio Communication Towers, a quotation will be required stating the cost for the service to be provided, which must be approved by the Office of Radio Communications before services can be started.

**D-13 ACCESS TO BUILDINGS AND OPERATING AREAS**

The Contractor or any of his employees shall not have access to any of the City's buildings or operating areas located on the property, except as necessary for the proper execution of his work, and only such portions of the buildings or operating areas may be used as are designated by DPU. In no case shall the Contractor permit his work, equipment or materials to interfere with the City's operation at these sites.

The Contractor or any of his employees shall not have access to any of the City's buildings or operating areas located on the properties unless accompanied by a qualified City representative. Arrangements for a City representative shall be made 24 hours in advance by calling the Plant Manager of that particular site.

The Contractor shall furnish each employee working on any site with a suitable identification badge, button or card.

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NOTE: Particular attention is directed to the fact that the City facilities will be in continuous operation throughout the progress of the work of the contract.

**D-14 COOPERATION**

The work of this Contract will be carried on under the usual conditions affecting landscaping of this type, and in conjunction with numerous other operations at the site and about the City premises. The Contractor shall cooperate with other contractors, coordinate his work with theirs, and proceed in such a manner as not in any way to delay or hinder the progress of the work as a whole.

**D-15 SPACE FOR WORKING FACILITIES**

The area to be used by the Contractor shall be within the property limits of the contract limits.

**D-16 ROADS**

Existing roadways on the property may be used by the Contractor.

**D-17 SCHEDULE**

The City reserves the right to approve (or if necessary, determine) the Contractor's schedule for mowing at various locations in this contract. Should the work be delayed due to weather, the Contractor shall mow the property as soon as weather permits. The normal schedule shall be resumed at the following normally scheduled date.

In addition, the City reserves the right to delay any and all work items listed in this contract when an Ozone Action Day or any other public emergency is declared in Northeastern Ohio. The City representative shall be the sole authority as to determining when a work delay is necessary.

**D-18 SUPERVISION AND SEQUENCE OF WORK**

- A. Supervision: The Contractor shall give the work proper supervision and keep on the job during all working hours a competent superintendent and assistants satisfactory to the City representative.
- B. Sequence: The sequence of the work of the contract shall be carried on in a manner satisfactory to the City representative.

**D-19 CONTRACTOR PERSONNEL/VEHICLES**

Work personnel shall be thoroughly trained in numerous areas of responsibility. They shall be selected on their ability to perform required tasks. All work personnel shall perform their work with the highest regard for maintenance performance and for health, safety and welfare of the public.

All work personnel shall wear identification tags, which include person's photograph, person's

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name and company name. All work personnel shall be neatly dressed to the extent that their work will permit.

All supervisory personnel must be well trained in all phases of park, gardens and grounds work. They should be able to communicate (verbal and written) in English, be intelligent, courteous and have experience in supervising work personnel.

All personnel shall be able to identify all plant material and shall be knowledgeable in all areas of plant maintenance, handling and planting procedures. Work personnel shall be trained to refer questions, which they cannot answer to the proper source of information.

All personnel shall be forbidden from eating and/or sleeping in view of the general public. All official breaks and lunch periods shall be conducted in Contractor's equipment and/or vehicles and out of sight from the general public. Once work has been completed, all personnel shall leave the facility without delay.

All vehicles used for any of the work shall the contractor/subcontractor name displayed on the front door of both sides of the vehicle.

**D-20 HEAD AND EAR PROTECTION**

Employees working in an area where there is a danger of head injury from impact, or from falling or flying objects shall be protected by protective helmets. Employees working with high decibel equipment shall wear ear protection.

**D-21 PROTECTION OF WORK**

The provisions of this Agreement, a copy of which is hereto attached, are to be reproduced by the Contractor at his own expense for the convenient reference of City field representatives and landscape installation personnel on the job.

**D-22 MONITORING**

Monitoring is an essential component of the landscape maintenance program. It will determine if the program is successful. The Contractor will be responsible to monitor the landscape maintenance program and report any problem areas to the Plant Manager/Building Manager/Landscape Architect in writing as soon as possible.

**D-23 MATERIALS AND LANDSCAPE SUPPLIES**

- A. Fertilizer: Shall be commercial grade and shall bear the manufacturer's label and guaranteed analysis. Fertilizer shall be a complete fertilizer containing nitrogen phosphoric acid and potash. Proportions shall be determined by soil analysis and/or as follows:

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|                       |        |
|-----------------------|--------|
| New lawn installation | 10-6-4 |
| Ground covers         | 18-5-9 |
| Trees and shrubs      | 16-8-8 |
| Wildflowers           | 5-5-5  |
| Perennial beds        | 10-6-4 |

- B. Fungicides, Herbicides, Insecticides, Pesticides and Fumigants: When fungicides, herbicides, insecticides, pesticides or fumigants are required, a thorough inspection of the conditions requiring application shall be made in writing by a qualified representative (i.e. a qualified horticulturist or a certified pesticide applicator). Product recommendation shall be made by a qualified horticulturist based on investigative findings. Any And All Applications Of Chemicals Shall Be By A Certified Pesticide Applicator Only. Any of these products requires licensing of applicators before actual application is made. Contact local county extension services of state offices for license information. The contractor shall supply Safety Data Sheets (SDS) where applicable by law or as requested.
- C. Weedkillers: Before planting, the Contractor shall be responsible to remove all weeds and all grasses for preparation of seeding on cleared ground by rototilling and plowing to uproot vegetation and rake out all uprooted vegetation. The Contractor shall then thoroughly irrigate the rototilled area to encourage the germination of weed seeds near the surface. The Contractor shall then apply a vegetative kill as per manufacturer's specifications. After a period of 10-14 days the contractor shall seed.

Note: The Landscape Contractor Shall Not Apply Any Chemicals To The Surface Above Any Treatment Process, I.E. Settling Basin, Filter Or Finished Water Reservoir Or Within Five Feet Of These Structures. Nor Shall Any Chemicals Be Applied Where They Can Flow On To These Areas. Weedkillers Shall Be Clear And Non-Staining. The Contractor Shall Also Be Cautioned About Accidental Spills Of Chemicals Anywhere On The Site And Are Required To Have The Appropriate Spill Containment Materials On Site. The Contractor Is Required To Follow Environmental Protection Agency (EPA) Guidelines When Applying Chemicals On The Site.

**D-24 SUBMITTALS**

- A. Manufacturer's Product Data: Submit manufacturer's literature for the following:
1. Aluminum sulfate
  2. Antidessicant
  3. All fungicides, herbicides and pesticides
  4. Commercial fertilizers and lime products
- B. Certificates: Submit a label from the manufacturer's container certifying that the following products meet the specified requirements:
1. Aluminum sulfate
  2. Antidessicant
  3. All fungicides, herbicides and pesticides

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4. Commercial fertilizers and lime products

**D-25 UNIT OF MEASUREMENT**

The unit of measurement and basis of payment for all work performed in this section shall be as called for in the Bid - Schedule of Items pages.

**DETAIL SPECIFICATIONS - TURF AREAS**

**D-26 SCOPE OF WORK**

Under this Division of the specifications, the Contractor shall furnish all labor materials, tools, transportation, superintendence, fuel and service necessary to maintain lawn areas including testing, fertilization, mowing, edging, trimming, sweeping, lawn aeration, lawn thatching and other items included in the Bid - Schedule of Items pages as required. Work to be performed in accordance with the plans, specifications and as directed in the field. Surplus debris, materials and supplies shall be removed from the site, unless otherwise indicated.

**D-27 MONITORING**

Monitoring is an essential component of the landscape maintenance program and will determine if the program is successful. The Contractor will be responsible to monitor the landscape maintenance program and report any problem areas to the Plant Manager/Building Manager/Landscape Architect in writing as soon as possible.

**D-28 SOIL TESTING**

Upon the start of this maintenance contract or before the application of fertilizer, soil samples shall be taken for soil analysis and recommendations. Each unit shall represent a total of five (5) individual soil samples from different locations within the contract limits. A total of 60 individual soil samples may be requested in the turf areas alone during the life of this contract. Exact locations of soil samples shall be determined by the Plant Manager/Building Manager/Landscape Architect.

Soil tests shall be taken by the Contractor and submitted to an approved soil testing laboratory who shall furnish the owner with written analysis including pH levels and recommendations for the formulation of a complete fertilizer program for each type of existing or proposed planting use. Soil testing lab shall be an independent qualified laboratory certified to complete such tests.

Any sample that falls within the indicated range of results shall be considered acceptable. All samples that fall outside of any of the indicated ranges shall be amended and resubmitted for approval. Soil test(s) shall be made of existing soil to determine soil texture, pH, total calcium, magnesium, phosphorous, potassium, soluble salts and percent of organic matter. Each soil test shall examine the following chemical and physical attributes:

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|                         |                                   |
|-------------------------|-----------------------------------|
| pH range                | 4.5 – 7.0                         |
| organic matter          | > 1.5%                            |
| calcium                 | < 175 units or 3000 lbs./A.       |
| magnesium               | 26 – 50 units or 71 – 124 lbs./A. |
| phosphorus              | 26 – 50 units or 71 – 124 lbs./A. |
| potassium               | 26 – 50 units or 71 – 124 lbs./A. |
| electrical conductivity | 600 ppm or .4 mmhos/cm (.4dS)     |

All original test reports shall be submitted directly to the Project Manager prior to placement of topsoil. Results shall be submitted for each individual location. All soil samples shall be tested including pH levels before any fertilization/lime application commences.

**D-29 TURF PATHOLOGY TESTING**

The Contractor shall be responsible to ensure that turf for the sites has the appearance of high quality, well maintained turf. These specifications are to be utilized to the greatest extent possible to ensure that high quality appearance, but, ultimately, responsibility lies with the Contractor to employ the most effective means necessary. In the event that the turf appears under stress or dying, the Contractor shall be responsible to have the turf sampled and examined by a qualified turf pathologist to determine the nature and causes of the stress/death. Each testing unit shall represent a total of five (5) individual turf samples from different locations within the contract limits. A total of 30 individual soil samples may be requested in the turf areas during the life of this contract. Exact locations of soil samples shall be determined by the Plant Manager/Building Manager/Landscape Architect. If the pathologist's report indicates that the Contractor employed and utilized the specified maintenance program (including all watering, fertilization, chemical treatments, etc.), the Contractor shall be reimbursed the cost of the test and report as indicated in the Bid - Schedule of Items.

However, if the pathologist's report indicates that the Contractor Did Not employ and utilize the specified maintenance program (i.e. under/over watered, misapplied fertilization/chemicals, etc.), the contractor shall Not be reimbursed the cost of the test and report as indicated in the Bid - Schedule of Items. Further, the Contractor shall, at no expense to the City, replace/renovate the turf areas as determined by and acceptable to the City.

**D-30 WEED CONTROL IN TURF AREAS**

A healthy vigorous turf resulting from correct cultural practices will help to prevent undesirable weeds. When occasional weeds develop, hand weeding can eliminate weed problem without chemical control.

- A. Broad-Leaf Weeds (Dicot) In Turf Areas: Weed control shall be done once during the year either in the fall, at least two weeks prior to fertilizing, in late August or in late spring during early June.

Weed control spray shall not be allowed to contact shrubs, trees or ground cover plants. Spraying shall be done when wind will not carry the spray to existing

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shrubby, trees, ground covers, or to susceptible plants. Spraying must be done when temperature is between 70 degrees and 85 degrees, during the height of the growing period.

- B. Pre-Emergency Herbicide-Crabgrass Control (Moncots) In Turf Areas: To control crabgrass, yellow foxtail and goose grass and other annual grasses, apply pre-emergence in early spring, late March-early April. Material recommended shall be Dachthal W-75, or equal. Use as per manufacturer's specifications. Application shall be done when wind will not carry spray to other areas or to other plants.

All Applications Must Be Completed By A Certified Herbicide/Pesticide Applicator. All chemical weed killers are herbicides and are toxic to all plants and animals. Their use on lawns and in paved and gravel areas requires correct dosage that will selectively kill undesirable plants (weeds) and not harm turf. Incorrect dosage and even correct dosage may harm ornamental shrubbery and trees. Extreme caution should be used at all times in the use of such herbicides.

Keep Records Of All Herbicides Applied. A Complete Landscape Maintenance Authorization & Inspection Form – Herbicide/Pesticide Application Form Must Be Kept Current For Each Project Location.

Do not apply herbicides on lawn within five feet of the drip line of trees, shrubs or shrub beds and ground cover. Do not apply herbicides on lawn uphill from trees, shrubs and ground covers where the slope is (5:1) or greater. If weeds are a problem within uphill areas and spraying is likely to do damage, hand weeding is recommended. With extreme accuracy, spot treatment can be done with an applicator, being cautious to apply only to the plant leaf.

**D-31 LAWN FERTILIZATION**

PROPER SOIL TESTING AND ANALYSIS IS REQUIRED BEFORE APPLICATION. REFER TO ITEM D-31 FOR RECOMMENDED TURF FERTILIZATION PROGRAM. Grass and turf areas shall be fertilized with a suitable, recommended fertilizer approved by the City Representative in the spring, summer and fall as follows:

Spring fertilization/weed control shall occur between March 15 and April 15 as per the recommendation of the soil testing laboratory and/or manufacturer's recommendations. Exact Products And Time Of Fertilizing/Weed Control To Be Approved By City Representative.

Summer fertilization/weed control as per the recommendation of the soil testing laboratory and/or manufacturer's recommendations. Exact Products And Time Of Fertilizing/Weed Control To Be Approved By City Representative.

Fall fertilization/weed control in September, as per the recommendation of the soil testing laboratory and/or manufacturer's recommendations. Exact Products And Time Of Fertilizing/Weed Control To Be Approved By City Representative.

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No fertilizer/weed control shall be applied to wet grass or at a rate that will cause burning. Any grass or turf so damaged shall be replaced at the Contractor's expense. Read and follow the fertilizer/weed control manufacturer's recommendations for watering at the time fertilizer/weed control is applied. Product formulations and combinations vary widely in regard to these cultural practices.

**D-32 LIMING**

PROPER SOIL TESTING AND ANALYSIS IS REQUIRED BEFORE APPLICATION. REFER TO ITEM D-31 FOR RECOMMENDED TURF FERTILIZATION PROGRAM. Lime shall be applied to grass and turf areas as recommended with a suitable, recommended product approved by the City Representative in the spring, summer and fall as follows:

Lime is required to correct soil acidity. Application of lime is recommended once in approximately three years; however, a soil test is the only accurate means of determining the quantity of lime needed to bring the soil to the desired level of acidity or alkalinity. Excessive liming is beneficial to some types of weeds and detrimental to evergreens and other acid soil plants.

Lime application should be made during calm weather when the wind will not carry the product airborne. Do not apply lime within five feet (5') of drip line of evergreen trees and shrubs, and broad-leaf evergreens which are acid soil plants. Exact Product And Time Of Lime Application To Be Approved By City Representative.

**D-33 DISEASE AND INSECT CONTROL**

The Contractor shall be responsible to monitor the site conditions of each facility on each maintenance visit to determine if any disease or pest problems exist. Personnel conducting regular inspections shall be highly trained in identifying and diagnosing plant material diseases and insect problems. They must be alert to any abnormal condition which adversely affects plant processes, plant appearance and plant growth characteristics. When such conditions occur, the highly trained maintenance personnel must be able to describe all symptoms to the point where final diagnosis and identification can be made. The Contractor shall identify the disease or insect pest, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service "*Pest Management Recommendations for Turf*" for control.

Proper diagnosis and/or identification of a disease or pest problem is absolutely mandatory before chemical controls are instituted. When fungicides, insecticides, pesticides or fumigants are required for turf disease and insect control, a thorough analysis of the conditions requiring applications shall be made by a qualified horticulturist based on investigative findings. All of these products require licensed applicators, including grounds personnel as well as private contractors, before actual application is made. Contact local county extension services (Cleveland - (216) 631-1890) or state offices for information on license information.

Keep Records Of All Pesticides Applied. A Complete Landscape Maintenance Authorization & Inspection Form – Herbicide/Pesticide Application Form Must Be Kept Current For Each Project Location.

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**D-34 EDGING/TRIMMING**

Edging/trimming of all sidewalks, curbs and other paved areas shall be performed during each lawn/turf cutting. A power edger may be used along all walk edges. In addition, trim around the entire periphery of buildings, structures, poles, fencerows, trees and along all plant beds and all elements abutting lawns.

Trimmers/Weed Eaters Shall Not Come In Contact With The Bark Of Any Tree And/Or Shrub.

Fences Shall Be Cleared A Minimum Of Five Feet On Each Side Of Fence Or As Otherwise Directed By The Plant Manager And/Or Building Manager. The Fence Structure, Including Posts, Footers, Fabric, Panels, Etc. Shall Be Cleared Of All Vegetation Unless Directed Otherwise. This Shall Include The Initial Clearing On The Fence And Along The Fencerows.

All Edging And Trimming Must Be Completed At The Same Time And Same Frequency. Edging/Trimming Item Will Not Be Paid For Until Fence Row Maintenance Is 100% Complete And Approved By The Plant Manager And/Or Building Manager.

Trimming shall be done at the same height of which the lawn has been mowed. Where mowers are unable to mow, use nylon string weed-eaters. Debris from all edging/trimming operations shall be removed and the areas swept or blown clean. Caution should be used to avoid flying debris. Safety glasses and ear protection shall be worn by personnel during these operations.

**D-35 MOWING**

- A. Lawn Mowing: Prior to mowing, all litter and debris shall be picked up and removed from the lawn areas (Separate Pay Item). The height of the mower shall be set to cut not lower than two inches (2") and no more than 1/3 of blade of grass shall be removed per cutting. Mowing shall be not more than once per week unless directed otherwise, or if necessary when the average height of grass reaches three and one half inches (3-1/2"). Mowing shall be done with sharpened mowers to prevent tearing the grass blades.

Mowing shall be done in a parallel pattern keeping the lines straight from one point to another. Exercise a sufficient overlap with the mower to prevent "missed lines" between mowed rows. If one cutting does not provide a continuous flat appearance and areas of "missed lines" are apparent, from damp or wet grass or an exceedingly long growth, a second cutting will be made immediately following the first cutting.

ALL CLIPPINGS SHALL BE REMOVED FROM THE BUILDING AREAS. At the other sites, clippings shall remain on the turf areas as long as the clippings do not exceed one inch (1)" in length.

Note: Refer To The Landscape Maintenance Drawings For Mowing Boundaries And Limits.

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B. Field Mowing: The Plant Manager/Building Manager shall determine which areas shall be considered as field mowing areas at the beginning of the contract period.

Prior to mowing, all litter and debris shall be picked up and removed from the field areas (Separate Pay Item). The height of the gang mower shall be set to cut not lower than three and one half (3-1/2") inches and no more than 1/3 of blade of grass shall be removed per cutting. Mowing shall be not more than once per week unless directed otherwise or if necessary when the average height of grass reaches six inches (6"). Mowing shall be done with sharpened gang mowers to prevent tearing the grass blades.

Mowing shall be done in a parallel pattern keeping the lines straight from one point to another. Exercise a sufficient overlap with the gang mower to prevent "missed lines" between mowed rows. If one cutting does not provide a continuous flat appearance and areas of "missed lines" are apparent, from damp or wet grass or an exceedingly long growth, a second cutting will be made immediately following the first cutting. Clippings shall remain on the turf areas as long as the clippings do not exceed one inch (1)" in length. The Contractor May Need To Utilize String Mowers/Trimmers To Satisfactorily Complete The Field Mowing Item.

Note: Refer To The Landscape Maintenance Drawings For Mowing Boundaries And Limits.

Note: All Lawn And All Field Mowing Must Be Completed At The Same Time And At The Same Frequency. Mowing Item Will Not Be Paid For Until Both Lawn And Field Mowing (Including Weed Eating Difficult Areas) Is 100% Complete And Approved By The Plant Manager And/Or Building Manager.

Note: All Lawn And All Field Areas Except Those Designated Specifically "Do Not Mow" Must Be Cut Regardless Of Grade, Slope Or Roughness. Any Areas That A Contractor Deems Un-Mowable Must Be Identified By The Contractor In Writing Five (5) Days Prior To The Bid.

**D-36 CONSTRUCTION AREA MOWING – NOT USED**

**D-37 SWEEPING**

All paved pedestrian sidewalks surrounding buildings shall be thoroughly blown/swept/hosed and/or washed to the satisfaction of the Plant Manager/Building Manager. All litter shall be picked up and removed prior to washing. No litter or debris shall be washed into drainage basins. Drainage gratings and openings shall be thoroughly cleaned of any and all debris or obstructions.

**D-38 LAWN/TURF AERATION**

Lawn/turf aeration, if required, shall be determined in the field by the Landscape Architect. If

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required, the work shall be performed in accordance with the most current industry standards and as directed by the Landscape Architect. Aerate all turf areas by use of a power drum aerator in the spring or fall. Water the lawn thoroughly a few days prior to using the power aerator. Avoid using it in a muddy soil where the "spoons" of the machine will become clogged. Run the aerator over the lawn several times in different directions.

Turf areas which are subject to heavy pedestrian traffic will become compacted and respond poorly to irrigation and fertilization. Compacted soils shed water rather than absorb it. Therefore, as compaction may occur to the turf areas, aeration is recommended prior to time of fertilization.

Note: Mark Out Sprinkler Heads And Any Underground Lines Less Than 4" Below The Surface To Avoid Damage.

**D-39 LAWN/TURF THATCHING**

Lawn/turf aeration, if required, shall be determined in the field by the Landscape Architect. If required, the work shall be performed in accordance with the most current industry standards and as directed by the Landscape Architect. The contractor must have the method approved by the Landscape Architect prior to de-thatching any turf areas.

**DETAIL SPECIFICATIONS - TREES/SHRUBS/GROUNDCOVER BEDS**

**D-40 SCOPE OF WORK**

Under this Division of the specifications, the Contractor shall furnish all labor materials, tools, transportation, superintendence, fuel and service necessary to maintain trees, shrubs and groundcover beds including testing, fertilization and other items included in the Bid - Schedule of Items as required. Work to be performed in accordance with the plans, specifications and as directed in the field. Surplus debris, materials and supplies shall be removed from the site, unless otherwise indicated.

**D-41 MONITORING**

Monitoring is an essential component of the landscape maintenance program and will determine if the program is successful. The Contractor will be responsible to monitor the landscape maintenance program and report any problem areas to the Plant Manager/Building Manager/Landscape Architect in writing as soon as possible.

**D-42 SOIL TESTING**

Upon the start of this maintenance contract or before the application of fertilizer, soil samples shall be taken for soil analysis and recommendations. Each unit shall represent a total of five (5) individual soil samples from different locations within the contract limits. A total of 60 individual soil samples may be requested in the existing trees, shrubs and groundcover beds alone during the life of this contract. Exact locations of soil samples shall be determined by the plant/building

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manager/landscape architect.

Soil tests shall be taken by the Contractor and submitted to an approved soil testing laboratory who shall furnish the owner with written analysis including pH levels and recommendations for the formulation of a complete fertilizer program for each type of existing or proposed planting use. Soil testing lab shall be an independent qualified laboratory certified to complete such tests.

Any sample that falls within the indicated range of results shall be considered acceptable. All samples that fall outside of any of the indicated ranges shall be amended and resubmitted for approval. Soil test(s) shall be made of existing soil to determine soil texture, pH, total calcium, magnesium, phosphorous, potassium, soluble salts and percent of organic matter. Each soil test shall examine the following chemical and physical attributes:

|                         |                                   |
|-------------------------|-----------------------------------|
| pH range                | 4.5 – 7.0                         |
| organic matter          | > 1.5%                            |
| calcium                 | < 175 units or 3000 lbs./A.       |
| magnesium               | 26 – 50 units or 71 – 124 lbs./A. |
| phosphorus              | 26 – 50 units or 71 – 124 lbs./A. |
| potassium               | 26 – 50 units or 71 – 124 lbs./A. |
| electrical conductivity | 600 ppm or .4 mmhos/cm (.4dS)     |

All original test reports shall be submitted directly to the Project Manager prior to placement of topsoil. Results shall be submitted for each individual location. All soil samples shall be tested including pH levels before any fertilization application commences.

**D-43 PLANT PATHOLOGY TESTING**

The Contractor shall be responsible to ensure that the existing trees, shrubs and groundcover beds of the sites have the appearance of a high quality, well maintained landscape. These specifications are to be utilized to the greatest extent possible to ensure that high quality appearance, but, ultimately, responsibility lies with the Contractor to employ the most effective means necessary. In the event that the existing trees, shrubs and groundcover beds appear under stress or dying, the contractor shall be responsible to have the existing trees, shrubs and groundcover beds sampled and examined by a qualified plant pathologist to determine the nature and causes of the stress/death. Each testing unit shall represent a total of five (5) individual plant samples from different locations within the contract limits. A total of 30 individual plant samples may be requested in the existing tree, shrub and groundcover beds during the life of this contract. Exact locations of plant samples shall be determined by the Plant Manager/Building Manager/Landscape Architect. If the pathologist's report indicates that the Contractor employed and utilized the specified maintenance program (including all watering, fertilization, chemical treatments, etc.), the Contractor shall be reimbursed the cost of the test and report as indicated in the Bid - Schedule of Items.

However, if the pathologist's report indicates that the Contractor Did Not employ and utilize the specified maintenance program (i.e. under/over watered, misapplied fertilization/chemicals, etc.), the contractor shall Not be reimbursed the cost of the test and report as indicated in the Bid -

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Schedule of Items. Further, the Contractor shall, at no expense to the City, replace/renovate the turf areas as determined by and acceptable to the City.

**D-44 PRE-EMERGENT WEED CONTROL**

The Contractor shall provide pre-emergent weed control application to all shrub, groundcover, flower and planter beds with an approved pre-emergent fertilizer/herbicide. Application shall be provided ONCE in early spring prior to the emergence of any undesirable weed growth. All application shall be in accordance with the following:

- A. Fungicides, Herbicides, Insecticides, Pesticides And Fumigants: When fungicides, herbicides, insecticides, pesticides or fumigants are required, a thorough inspection of the conditions requiring application shall be made in writing by a qualified representative (i.e. a qualified horticulturist or a certified pesticide applicator). Product recommendation shall be made by a qualified horticulturist based on investigative findings. Any And All Applications Of Chemicals Shall Be By A Certified Pesticide Applicator Only. Any of these products requires licensing of applicators before actual application is made. Contact local county extension services of state offices for license information. The contractor shall supply Material Data Safety Sheets (MDSS) where applicable by law or as requested.
- B. Weedkillers: Before planting, the Contractor shall be responsible to remove all weeds and all grasses for preparation of seeding on cleared ground by rototilling and plowing to uproot vegetation and rake out all uprooted vegetation. The Contractor shall then thoroughly irrigate the rototilled area to encourage the germination of weed seeds near the surface. The Contractor shall then apply a vegetative kill (Kleenup) as per manufacturer's specifications. After a period of 10-14 days the contractor shall seed.

Note: The Landscape Contractor Shall Not Apply Any Chemicals To The Surface Above Any Treatment Process, I.E. Settling Basin, Filter Or Finished Water Reservoir Or Within Five (5) Feet Of These Structures. Nor Shall Any Chemicals Be Applied Where They Can Flow On To These Areas. Weed Killers Shall Be Clear And Non-Staining. The Contractor Shall Also Be Cautioned About Accidental Spills Of Chemicals Anywhere On The Site And Are Required To Have The Appropriate Spill Containment Materials On Site. The Contractor Is Required To Follow Environmental Protection Agency (EPA) Guidelines When Applying Chemicals On The Site.

Note: Weed Control Shall Not Only Include All Turf Areas, Tree/Shrub Areas, Flower Beds/Planters, But Shall Also Include Keeping The Paved And Parking Areas Weed Free, Including Cracks, Edges, Joints, Etc.

Note: Weed Control Items Will Only Be Paid When The Item Is 100% Complete (I.E. Site Or Designated Weeded Area Is 100% Weed Free And Site Or Designated Area Is Void Of All Weeds).

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**D-45 FERTILIZATION (TREES, SHRUBS & GROUND COVERS)**

Fertilization programs for woody plants should be carried out on a regular basis. Fertilization of woody plants is generally done to promote healthy plant growth and appearance, promote flowering qualities and help outgrow certain plant diseases. Soil test and growth observations should always be used as a means to determine the need for fertilizing. Fertilizing of plant material is not necessary for the first year after planting, and should be avoided in general because of the possibility of burning tender roots. As with all fertilizer, before applying any fertilizer or chemical product, carefully read and follow the manufacturer's instructions on container.

**A. Fertilization (Trees And Shrubs):**

1. The Contractor shall make soil tests on tree and shrub beds mulched with wood chips in the spring and fall. He shall notify the Plant Manager/Building Manager/Landscape Architect if any corrective measures are required. Corrective measures shall be completed per these specifications and/or in a manner acceptable to the City.
2. Frequency: Fertilize trees and shrub beds with two (2) applications per year. First application at the end of May when frost danger is past. Second application in early August.

**B. Fertilization (Ground Covers):**

1. Material: 18-5-9 slow release commercial fertilizer, or approved equal.  
Broadcast method: 2 pounds of fertilizer per 100 square foot of bed area. This method of fertilizing must be followed by removing all fertilizer granules from the leaves of all plants by hosing followed by cultivating and deep watering. The broadcast method is best followed by cultivation (when conditions permit) and deep watering.
2. To calculate actual pounds of nitrogen, take the percentage of total nitrogen as stated on the packaging label times the weight of the fertilizer. For example, a 50 lb. bag of fertilizer containing 18% nitrogen (18-5-9) will yield approximately 9 lbs. of actual nitrogen (50 lbs. x .18 = 9 lbs. of actual nitrogen).
3. Frequency: In the spring, during April or May in alternate years.

**D-46 DISEASE AND INSECT CONTROL**

The Contractor shall be responsible to monitor the site conditions of each facility on each maintenance visit to determine if any disease or pest problems exist. Personnel conducting regular inspections shall be highly trained in identifying and diagnosing plant material diseases and insect problems. They must be alert to any abnormal condition which adversely affects plant processes, plant appearance and plant growth characteristics. When such conditions occur, the highly trained maintenance personnel must be able to describe all symptoms to the point where final diagnosis and identification can be made. The contractor shall identify the disease or insect pest, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service "*Pest Management Recommendations for Turf*" for control.

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Proper diagnosis and/or identification of a disease or pest problem is absolutely mandatory before chemical controls are instituted. When fungicides, insecticides, pesticides or fumigants are required for turf disease and insect control, a thorough analysis of the conditions requiring applications shall be made by a qualified horticulturist based on investigative findings. All of these products require licensed applicators, including grounds personnel as well as private contractors, before actual application is made. Contact local county extension service or state offices for information on license information.

Keep Records Of All Pesticides Applied. A Complete Landscape Maintenance Authorization & Inspection Form – Herbicide/Pesticide Application Form Must Be Kept Current For Each Project Location.

**D-47 WEED CONTROL/CULTIVATION**

Tree, shrub and groundcover beds shall be kept weed free to the satisfaction of the Plant Manager/Building Manager during the life of contract. Planting areas shall be cultivated and hand-weeded as necessary to meet the requirements of the plant/building manager throughout the life of the contract. Weed control is best accomplished by hand pulling.

The soil around trees and shrubs shall be cultivated to control and eliminate weeds and to open the soil for greater air circulation and water penetration. With small or newly planted trees and shrubs, cultivation is the best way to insure a good start, especially for the first 2 to 3 years. Cultivation should be done when the mulch cover becomes thin. Spray plant material if required. Cultivation of tree, shrub and groundcover beds should continue as necessary to control weed growth and maintain the soil in a porous state.

Each Unit Of Weed Control/Cultivation Item Represents The Weed Control/Cultivation Of All Individual Trees, Shrubs And Groundcover Beds As A Lump Sum Unit Price.

**D-48 PLANT PROTECTION**

The need for plant repair results from sunscald (winter sun), wind and ice damage, vehicular collisions, vandalism and various other problems. The Plant Manager/Building Manager shall determine the need for plant protection.

Each Unit Of The Plant Protection Item Represents The Protection Of 50 Individual Shrubs, Less Than Six Feet (6') In Height.

Signs of sunscald are discoloration of the bark and a shrinking or cracking in long streaks on the south to southwest side of the tree trunk. Plant repairs for sunscald shall be as recommended by the National Arborist Association. Prevention is accomplished by shading the plant's main stem from the warm winter sun, thereby protecting the tree against sudden changes in temperature. Tree wrap is effective in prevention and should be in place from January 1 through the month of March. After this period, the wrap should be removed. During the period when the wrap is on, secure any loose wrap or cord. Burlap shall be considered as an alternative plant protection material.

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Serious plant breakage from storm, vehicular collision, vandalism and other occurrences should be properly pruned when necessary. All repairs shall be made by a qualified arborist in accordance with the recommendations of the National Arborists Association, as approved by the Director.

**DETAIL SPECIFICATIONS - FLOWER BEDS**

**D-49 SCOPE OF WORK**

Under this Division of the specifications, the Contractor shall furnish all labor materials, tools, transportation, superintendence, fuel and service necessary to maintain flower beds including testing, fertilization and other items included in the Bid - Schedule of Items as required. Work to be performed in accordance with the plans, specifications and as directed in the field. Surplus debris, materials and supplies shall be removed from the site, unless otherwise indicated.

**D-50 MONITORING**

Monitoring is an essential component of the landscape maintenance program and will determine if the program is successful. The Contractor will be responsible to monitor the landscape maintenance program and report any problem areas to the Plant Manager/Building Manager/Landscape Architect in writing as soon as possible.

**D-51 SOIL TESTING**

Upon the start of this maintenance contract or before the application of fertilizer, soil samples shall be taken for soil analysis and recommendations. Each unit shall represent a total of five (5) individual soil samples from different locations within the contract limits. A total of 60 individual soil samples may be requested in the existing flower beds alone during the life of this contract. Exact locations of soil samples shall be determined by the Plant Manager/Building Manager/Landscape Architect.

Soil tests shall be taken by the Contractor and submitted to an approved soil testing laboratory who shall furnish the owner with written analysis including pH levels and recommendations for the formulation of a complete fertilizer program for each type of existing or proposed planting use. Soil testing lab shall be an independent qualified laboratory certified to complete such tests.

Any sample that falls within the indicated range of results shall be considered acceptable. All samples that fall outside of any of the indicated ranges shall be amended and resubmitted for approval. Soil test(s) shall be made of existing soil to determine soil texture, pH, total calcium, magnesium, phosphorous, potassium, soluble salts and percent of organic matter. Each soil test shall examine the following chemical and physical attributes:

|                |                             |
|----------------|-----------------------------|
| pH range       | 4.5 – 7.0                   |
| organic matter | > 1.5%                      |
| calcium        | < 175 units or 3000 lbs./A. |

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|                         |                                   |
|-------------------------|-----------------------------------|
| magnesium               | 26 – 50 units or 71 – 124 lbs./A. |
| phosphorus              | 26 – 50 units or 71 – 124 lbs./A. |
| potassium               | 26 – 50 units or 71 – 124 lbs./A. |
| electrical conductivity | 600 ppm or .4 mmhos/cm (.4dS)     |

All original test reports shall be submitted directly to the Project Manager prior to placement of topsoil. Results shall be submitted for each individual location. All soil samples shall be tested including pH levels before any fertilization application commences.

**D-52 PLANT PATHOLOGY TESTING**

The Contractor shall be responsible to ensure that the existing flower beds of the sites has the appearance of a high quality, well maintained landscape. These specifications are to be utilized to the greatest extent possible to ensure that high quality appearance, but, ultimately, responsibility lies with the contractor to employ the most effective means necessary. In the event that the existing flower beds appear under stress or dying, the contractor shall be responsible to have the existing flower beds sampled and examined by a qualified plant pathologist to determine the nature and causes of the stress/death. Each testing unit shall represent a total of five (5) individual plant samples from different locations within the contract limits. A total of 30 individual plant samples may be requested in the existing flower beds during the life of this contract. Exact locations of plant samples shall be determined by the Plant Manager/Building Manager/Landscape Architect. If the pathologist's report indicates that the Contractor employed and utilized the specified maintenance program (including all watering, fertilization, chemical treatments, etc.), the contractor shall be reimbursed the cost of the test and report as indicated in the Bid - Schedule of Items.

However, if the pathologist's report indicates that the contractor Did Not employ and utilize the specified maintenance program (i.e. under/over watered, misapplied fertilization/chemicals, etc.), the Contractor shall NOT be reimbursed the cost of the test and report as indicated in the Bid - Schedule of Items. Further, the Contractor shall, at no expense to the City, replace/renovate the flower beds as determined by and acceptable to the City.

**D-53 CULTIVATION/SOIL PREPARATION**

The soil around annuals, perennials, ornamental grasses, bulbs, etc. shall be cultivated to control and eliminate weeds and to open the soil for greater air circulation and water penetration. With newly planted annuals, perennials, ornamental grasses, bulbs, etc. cultivation is the best way to insure a good start, especially for the first 2 to 3 weeks. Cultivation should be done when the mulch cover becomes thin. Spray plant material if required. Cultivation of flower beds should continue as necessary to control weed growth and maintain the soil in a porous state.

Each Unit Of Cultivation/Soil Preparation Item Represents The Cultivation/Soil Preparation Of All Flower Beds As A Lump Sum Unit Price.

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**D-54 FERTILIZATION (FLOWER BEDS)**

Fertilization programs for flower beds should be carried out on a regular basis. Fertilization of annuals, perennials, ornamental grasses, etc. is generally done to promote healthy plant growth and appearance, promote flowering qualities and help outgrow certain plant diseases. Soil test and growth observations should always be used as a means to determine the need for fertilizing.

Fertilizer for annuals, perennials, ornamental grasses, etc. shall be 10-6-4 (or other material approved by the Landscape Architect), uniform in composition and suitable for application with approved equipment, delivered to the site in bags or other convenient containers, each fully labeled. As with all fertilizer, before applying any fertilizer or chemical product, carefully read and follow the manufacturer's instructions on container.

Keep Records Of All Pesticides Applied. A Complete Landscape Maintenance Authorization & Inspection Form – Herbicide/Pesticide Application Form Must Be Kept Current For Each Project Location.

Each Unit Of Fertilization Item Represents The Fertilization Of All Flower Beds As A Lump Sum Unit Price.

**D-55 DISEASE AND INSECT CONTROL**

The Contractor shall be responsible to monitor the site conditions of each facility on each maintenance visit to determine if any disease or pest problems exist. Personnel conducting regular inspections shall be highly trained in identifying and diagnosing plant material diseases and insect problems. They must be alert to any abnormal condition which adversely affects plant processes, plant appearance and plant growth characteristics. When such conditions occur, the highly trained maintenance personnel must be able to describe all symptoms to the point where final diagnosis and identification can be made. The contractor shall identify the disease or insect pest, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service "*Pest Management Recommendations for Turf*" for control.

Proper diagnosis and/or identification of a disease or pest problem is absolutely mandatory before chemical controls are instituted. When fungicides, insecticides, pesticides or fumigants are required for turf disease and insect control, a thorough analysis of the conditions requiring applications shall be made by a qualified horticulturist based on investigative findings. All of these products require Licensed Applicators, including grounds personnel as well as private contractors, before actual application is made. Contact local county extension services (Cleveland - (216) 631-1890) or state offices for information on license information.

Keep Records Of All Pesticides Applied. A Complete Landscape Maintenance Authorization & Inspection Form – Herbicide/Pesticide Application Form Must Be Kept Current For Each Project Location.

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**D-56 WEED CONTROL/CULTIVATION**

Flower beds shall be kept weed free to the satisfaction of the Plant Manager/Building Manager during the life of contract. Planting areas shall be cultivated and hand-weeded as necessary to meet the requirements of the Plant Manager/Building Manager throughout the life of the contract. Weed control is best accomplished by hand pulling.

During the growing season, the Contractor shall remove spent blooms and foliage of annuals, perennials, ornamental grasses, bulbs, etc. as necessary and as per the industry standard to keep all flower bed appearance neat and to prevent build-up of disease causing organisms and insects. Contact the local extension service for recommendations.

Each Unit Of Weed Control/Cultivation Item Represents The Weed Control/Cultivation Of All Flower Beds As A Lump Sum Unit Price.

**DETAIL SPECIFICATIONS - SPECIAL ITEMS**

**D-57 SCOPE OF WORK**

Under this Division of the specifications, the Contractor shall furnish all labor materials, tools, transportation, superintendence, fuel and service necessary to perform special items including irrigation monitoring, inspection winterization and repairs, special clean-ups, clearing and brush removal, painting of signage and furniture and other items included in the Bid - Schedule of Items as required. Work to be performed in accordance with the plans, specifications and as directed in the field. Surplus debris, materials and supplies shall be removed from the site, unless otherwise indicated.

**D-58 MONITORING**

Monitoring is an essential component of the landscape maintenance program and will determine if the program is successful. The Contractor will be responsible to monitor the landscape maintenance program and report any problem areas to the Plant Manager/Building Manager/Landscape Architect in writing as soon as possible.

**D-59 SPRING GROUNDS CLEAN-UP**

Prior To Any Maintenance Item Performance In Early Spring Including Seeding Or Mowing, the entire site shall be cleared of all debris including limbs, sticks, stones, trash or other objects larger than one inch (1") in thickness or diameter, and of all roots, leaves, brush, wire and other objects that might be a hindrance to any and all maintenance operations.

The contractor shall also develop a list of plants that require pruning and/or removal and provide a list to the plant/building manager.

Note: Spring Grounds Clean-Up Shall Include The Entire Site Including All Turf Areas, Tree, Shrub,

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Groundcover Areas And Flower Beds.

**D-60 MAY EVENT GROUNDS CLEAN-UP (BUILDING AREA ONLY)**

During the month of May (generally, the first several weeks), the Division of Water conducts an Open House Event at many of the facilities which are part of this contract. The May Event Clean-up item shall include a thorough cleaning of all outdoor areas, which are to be open for public tours and visits. Refer to contract drawings for specific May Clean-up limits of work.

Items and/or tasks to be performed include mowing, edging/trimming, weed control/cultivation of all lawns and planting beds to insure that the event site shall have a clean, pleasing appearance to the general public. Also included is sweeping, litter and bulk item removal as directed by the plant/building manager. Refer to specific items in the specifications for complete details for each item to be performed.

Note: May Event Clean-Up Shall Include The Event Area Only Including All Turf Areas, Tree, Shrub, Ground Cover Areas And Flower Beds.

Note: Refer To The Landscape Maintenance Drawings For Event Area Boundaries And Limits.

**D-61 FALL GROUNDS CLEAN-UP**

After seeding and mowing season, the entire site shall be cleared of all debris including leaves, brush, limbs, roots, sticks, stones, trash or other objects larger than one inch (1") in thickness or diameter.

The contractor shall also develop a list of plants that require pruning and/or removal and provide a list to the plant/building manager.

Note: Fall Grounds Clean-Up Shall Include The Entire Site Including All Turf Areas, Tree, Shrub, Ground Cover Areas And Flower Beds.

**D-62 FLOWER BED CLEAN-UP**

Annual, perennial, ornamental grasses, etc. beds shall be prepared in late fall (end of October or early November) after previous annuals, perennials, etc. are killed by frosts. Remove all dead plant material (annuals, perennials, ornamental grasses, etc.) and weed growth. Amendments shall be incorporated into the soil by mechanical tilling or by hand cultivating. Level the bed soil, but do not fine grade. Leave in medium size clumps for moisture holding texture for the winter. Beds shall be cultivated again in the spring, prior to planting.

Each Unit Of Flower Bed Clean-Up Item Represents The Flower Bed Clean-Up Of All Flower Beds As A Lump Sum Unit Price.

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**SECTION D – DETAIL SPECIFICATIONS**

**D-63 LITTER CLEAN-UP**

All Litter On Site Shall Be Removed Prior To Mowing Or Any Other Maintenance Operation. Litter must be picked up and line item approved by the Plant Manager/Building Manager before each mowing. The surface shall be clear of all stones, other objects larger than one inch (1") in thickness or diameter and debris that might be a hindrance to any maintenance operation.

All litter accumulated in receptacles and scattered at the facility shall be removed from the site at the completion of each litter clean-up. The Contractor shall empty all receptacles on site and remove all trash and litter from the site. The Contractor shall haul away any rubbish items (i.e. tires, furniture, car parts, building materials etc.) that might be illegally dumped at the facility. The Contractor shall not be permitted to use the existing dumpsters on site for the purpose of disposing of any and all litter and debris collected from the site.

Note: Litter Clean-Up Shall Include The Entire Site Including All Turf Areas, Tree, Shrub, Ground Cover Areas And Flower Beds.

**D-64 SPECIAL CLEAN-UP**

The Contractor shall provide special clean-up services as required at the direction of the Plant Manager/Building Manager. This item is to be performed when requested by the Plant Manager/Building Manager for the cleaning, relocation, removal, etc. of items not normally encountered such as, but not limited, to graffiti removal, storm damage, excessive litter control, illegal dumping and any other unforeseen natural or unnatural activity. For such Special Clean-up the Contractor shall also provide for the collection and disposal of trash accumulated in receptacles and scattered at the facility.

NOTE: The Contractor should provide a per visit rate for the Special Clean-Up at the various Water Work facilities. The Plant Manager/Building Manager or his representative shall notify the Contractor of the need for a Special Clean-up at least seventy-two hours in advance of the date(s). As per Specification, the Special Clean-up must commence no later than 72 hours after requested.

**D-65 DISPOSAL OF DEBRIS**

The Contractor shall legally dispose of trash and rubbish at licensed landfill properties. All costs for refuse disposal shall be the responsibility of the Contractor.

**D-66 SUBCONTRACTING OF TRASH & RUBBISH REMOVAL**

The Contractor may subcontract out the trash/rubbish collection and disposal.

**D-67 HILLSIDE CLEARING/BRUSH REMOVAL**

The Contractor shall clear, grub, remove and properly dispose of all plant material (trees, shrubs, ground covers, vines, weeds, etc.) less than four inches (4") in caliper in areas indicated on

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND - DEPARTMENT OF PUBLIC UTILITIES**

**LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES**

**SECTION D – DETAIL SPECIFICATIONS**

drawings and as directed by the Plant Manager/Building Manager. Material shall be sawn flush with grade. Tree caliper to be measured at DBH = 4.5 feet.

No Herbicides Shall Be Permitted Unless Approved By The Plant Manager In Writing.

**D-68 HILLSIDE MAINTENANCE**

The Contractor shall keep hillside and designated areas maintained by clearing, grubbing, removing, and properly disposing of all plant material (trees, shrubs, ground covers, vines, weeds, etc.) less than four inches (4") in caliper in areas indicated on drawings and as directed by the Plant Manager/Building Manager. Material shall be sawn flush with grade. Tree caliper to be measured at DBH = 4.5 feet.

No Herbicides Shall Be Permitted Unless Approved By The Plant Manager In Writing.

**D-69 EXTRA/SPECIAL ITEMS (LABOR & MATERIALS)**

The Contractor shall furnish prices as indicated in the Bid - Schedule of Items for work that is unforeseen and for items not enumerated or identified within but may be required to ensure public health, safety and welfare. Work shall be quoted on an hourly basis (i.e. cost per man hour). Materials costs, if any, shall be paid at a rate not to exceed the actual cost of the material plus an additional 5%. Also, labor costs, if any, shall be paid at a rate not to exceed the actual cost of the labor plus an additional 10%. All invoices, bills, time schedules, receipts, time cards, payroll records, etc. must be submitted with the invoice to ensure proper and complete payment.

**D-70 IRRIGATION INSPECTION/START-UP**

If an automated irrigation system exists, the Contractor shall provide a complete system inspection each spring. The inspection shall be coordinated so that the Plant Manager/Building Manager and Landscape Architect are present. In addition, periodic maintenance and inspection may be scheduled throughout the season to verify the proper operation of the system. Periodic maintenance shall be scheduled at the direction of the Landscape Architect.

Spring inspection/start-up shall include (but not limited to) the closing of all drainage valves, inspection and realignment of all heads, operational check (testing of each zone for proper operation), inspection and adjustment of controller and run times and general inspection of the entire system including electrical and water infrastructure.

Note: Irrigation Inspection/Start-Up Shall Occur On Or About May 1 Of Each Year. All Adjustments and/or Repairs Must Be Completed No Later Than May 15 Of Each Year.

**D-71 IRRIGATION SYSTEM WINTERIZATION**

If an automated irrigation system exists, the Contractor shall provide a complete system winterization each fall. The winterization shall be coordinated so that the Plant Manager/Building Manager and Landscape Architect are present.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**SECTION D – DETAIL SPECIFICATIONS**

Winterization shall include (but not limited to) the opening of all drainage valves, the draining of the system by manual gravitational drains or use of compressed air and general inspection of the entire system including electrical and water infrastructure.

**D-72 IRRIGATION SYSTEM REPAIRS**

In the event the existing irrigation system is damaged and/or becomes dysfunctional and in need of repair, the Contractor shall consult an approved irrigation repair contractor and provide a written estimate of repair items and their costs. If such repair proposal is accepted, the Contractor shall provide for the repairs to be performed including all costs for labor and materials complete. Once complete, the Contractor shall submit the original invoice from the irrigation contractor to the Plant Manager/Building Manager. The Contractor shall be reimbursed the entire cost of the repairs as indicated in the Bid - Schedule of Items.

However, if the irrigation contractor proposal indicates that the Contractor was responsible for the damages to the irrigation system, the Contractor shall not be reimbursed the cost of the repairs as indicated in the Bid - Schedule of Items. Further, the Contractor shall, at no expense to the City, replace/renovate the irrigation system as determined by and acceptable to the City.

Note: Any And All Adjustments and/or Repairs Requested By The Plant/Building Manager Must Occur No Later Than 72 Hours After The Formal Request. If Adjustments and/or Repairs Are Not Made Within 72 Hour Window, The Landscape Contractor Shall Repair and/or Replace Any Plant Material Damaged Due To Lack Of Water As Determined By The Plant/Building Manager.

**D-73 PRUNING**

- A. Scope Of Work/Qualifications: This work is of a dangerous nature and requires special expertise. It is to be performed by a contractor which derives a majority of its annual income from the arboriculture industry and whose employees are highly trained and skilled in all phases of tree service work including work around utility lines. Contractor and/or subcontractor must have been in business for a minimum of five (5) years. The contractor and/or subcontractor shall have in his employ at least one individual that is an "Ohio Certified Arborist" as defined by the Ohio Chapter of the International Society of Arboriculture. This individual must be present on site during all pruning operations. The Director will require proof of contractor's involvement in tree service work.
- B. Standards and Methods: Pruning shall conform to the latest revisions of standards of the National Arborist Association (NAA). Pruning is to be performed according to Class IV (Cutback or Topping) Specifications. All large established trees are to be pruned to maintain a twenty-foot (20') clearance over streets, twelve-foot (12') clearance over walks and unobstructed views of street lighting, traffic lights, traffic signs, and other public installations. Smaller trees are pruned to establish as much clearance and unobstructed views as possible while maintaining the character of the tree. Use of a bucket truck does not excuse the contractor from climbing trees to reach portions inaccessible to buckets.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND - DEPARTMENT OF PUBLIC UTILITIES**

**LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES**

**SECTION D – DETAIL SPECIFICATIONS**

1. Prunes trees for the following:
  - a. Removal of dead, damaged, diseased or misshapen limbs.
  - b. Remove sucker growth.
  - c. Reduction of size and density of tree.
  - d. Removal of limbs with poor or weak crotches and the reduction of weight of branches.
  - e. Plant development to natural character.
  - f. Limbing up to provide clear passage for pedestrians 12' minimum above walkways and as necessary for vehicular clearance and general visibility. When tree location requires severe pruning, which results in a severely misshapen tree, other locations, tree genera or species must be considered.
  
2. All work shall be accomplished in accordance with the following requirements:
  - a. Natural trimming shall be accomplished without cutting back to small suckers. The smaller limbs and twigs are to be removed in such a manner as to leave the foliage pattern evenly distributed.
  - b. Attention is to be given, to the extent possible, to present a symmetrical appearance after the tree is cut back and topped. Trees shall be shaped to remain in an appearance that is typical of their species. Sides shall be reduced in order to maintain a tree-like form.
  - c. Care should be given in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or to the top of the large branches.
  - d. Trees shall not be reduced by more than 1/3 of the total area existing prior to trimming, unless authorized by the Director.
  - e. Trees shall have dead or broken branches removed below point of contact. In fall, pruning beyond amount above stated shall not be done without the written approval of the Commissioner. General pruning shall be done in the spring; the amount of pruning shall be determined by season and weather.
  - f. Leaders of trees shall be un-pruned; preserve the natural growth habit. Trees so badly pruned as to spoil their form and usefulness, shall be removed and replaced without cost to the City. The contractor shall notify the Director in advance of the time he intends to prune, so that the Director may approve the pruning operations for the various plants.
  - g. Pruning personnel must be familiar with the natural character of all plant species to be pruned. Example: upright, compact, spreading, arching, etc...
  - h. Keep all pruning tools sharp. To prevent spread of disease disinfect all tools with denatured alcohol after pruning each limb cut on each tree.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND - DEPARTMENT OF PUBLIC UTILITIES**

**LANDSCAPE MAINTENANCE AT VARIOUS PUBLIC UTILITIES FACILITIES**

**SECTION D – DETAIL SPECIFICATIONS**

- C. Tree Damage: Climbing irons, spurs, spikes are not to be used on trees to be pruned. Any tree damaged caused by contractor shall be repaired immediately at no additional expense to the City and replaced by a tree of size and species designated by the Director at no additional expense to the City; or the dollar amount of such damages trees, as determined by the Director, is deducted from the monies owed to the contractor.

















## APPENDIX B

# LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM HERBICIDE/PESTICIDE APPLICATION

### BALDWIN and FAIRMOUNT

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE<br>(CIRCLE ONE)                           | SPECIFIC LOCATION | CHEMICAL APPLIED<br>(SEE NOTE BELOW) | REMARKS<br>(SEE NOTE BELOW) |
|--------------------------|---|-------------------|--------------------------------------|-----------------------------|
|                          | DISEASE CONTROL<br>INSECT CONTROL<br>WEED CONTROL |                   |                                      |                             |
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**NOTE:** LIST CHEMICAL COMMON NAME AND MANUFACTURER, DILUTION RATE, AMOUNT USED, TYPE OF EQUIPMENT, NOZZLE SETTING, SAFETY PRECAUTIONS, EFFECTIVENESS OF CONTROL AND ANY PROBLEMS ENCOUNTERED.

**NOTE:** RECORD TEMPERATURE, WIND DIRECTION AND SPEED, HUMIDITY AND ANY OTHER DATA RELEVANT TO APPLICATION.

**NOTE:** AN ACCURATE AND CURRENT COPY OF THIS FORM MUST BE KEPT AT THE WATER FACILITY AT ALL TIMES.

**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

## APPENDIX B

# LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM

## HERBICIDE/PESTICIDE APPLICATION

### CROWN WATER WORKS/CROWN SHORE SHAFT

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE<br>(CIRCLE ONE)                           | SPECIFIC LOCATION | CHEMICAL APPLIED<br>(SEE NOTE BELOW) | REMARKS<br>(SEE NOTE BELOW) |
|--------------------------|---|-------------------|--------------------------------------|-----------------------------|
|                          | DISEASE CONTROL<br>INSECT CONTROL<br>WEED CONTROL |                   |                                      |                             |
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**NOTE:** AN ACCURATE AND CURRENT COPY OF THIS FORM MUST BE KEPT AT THE WATER FACILITY AT ALL TIMES.

**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK**

**COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

# APPENDIX B

## LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM HERBICIDE/PESTICIDE APPLICATION

### GARRETT MORGAN WATER WORKS

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE (CIRCLE ONE)                              | SPECIFIC LOCATION | CHEMICAL APPLIED (SEE NOTE BELOW) | REMARKS (SEE NOTE BELOW) |
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**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

**APPENDIX B**

**LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION  
FORM  
HERBICIDE/PESTICIDE APPLICATION**

**HARVARD SERVICE CENTER**

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE (CIRCLE ONE)                              | SPECIFIC LOCATION | CHEMICAL APPLIED (SEE NOTE BELOW) | REMARKS (SEE NOTE BELOW) |
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**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK**

**COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

## APPENDIX B

# LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM

## HERBICIDE/PESTICIDE APPLICATION

### NOTTINGHAM WATER WORKS

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE<br>(CIRCLE ONE)                           | SPECIFIC LOCATION | CHEMICAL APPLIED<br>(SEE NOTE BELOW) | REMARKS<br>(SEE NOTE BELOW) |
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**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK**

**COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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## APPENDIX B

# LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM HERBICIDE/PESTICIDE APPLICATION

### PARMA HEIGHTS/NORTH ROYALTON WATER FACILITIES

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE<br>(CIRCLE ONE)                           | SPECIFIC LOCATION | CHEMICAL APPLIED<br>(SEE NOTE BELOW) | REMARKS<br>(SEE NOTE BELOW) |
|--------------------------|---|-------------------|--------------------------------------|-----------------------------|
|                          | DISEASE CONTROL<br>INSECT CONTROL<br>WEED CONTROL |                   |                                      |                             |
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**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK**

**COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

## APPENDIX B

# LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM HERBICIDE/PESTICIDE APPLICATION

### CLEVELAND PUBLIC POWER

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE (CIRCLE ONE)                              | SPECIFIC LOCATION | CHEMICAL APPLIED (SEE NOTE BELOW) | REMARKS (SEE NOTE BELOW) |
|--------------------------|---|-------------------|-----------------------------------|--------------------------|
|                          | DISEASE CONTROL<br>INSECT CONTROL<br>WEED CONTROL |                   |                                   |                          |
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**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

## APPENDIX B

# LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM

## HERBICIDE/PESTICIDE APPLICATION

### WATER POLLUTION CONTROL

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE<br>(CIRCLE ONE)                           | SPECIFIC LOCATION | CHEMICAL APPLIED<br>(SEE NOTE BELOW) | REMARKS<br>(SEE NOTE BELOW) |
|--------------------------|---|-------------------|--------------------------------------|-----------------------------|
|                          | DISEASE CONTROL<br>INSECT CONTROL<br>WEED CONTROL |                   |                                      |                             |
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**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

# APPENDIX B

## LANDSCAPE MAINTENANCE AUTHORIZATION & INSPECTION FORM HERBICIDE/PESTICIDE APPLICATION

### OFFICE OF RADIO COMMUNICATIONS

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLANT/BLDG. MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRE-APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

| DATE/TIME OF APPLICATION | PURPOSE (CIRCLE ONE)                              | SPECIFIC LOCATION | CHEMICAL APPLIED (SEE NOTE BELOW) | REMARKS (SEE NOTE BELOW) |
|--------------------------|---|-------------------|-----------------------------------|--------------------------|
|                          | DISEASE CONTROL<br>INSECT CONTROL<br>WEED CONTROL |                   |                                   |                          |
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**ADDITIONAL COMMENTS:**

**ALL OF THE ABOVE WORK**

**COMPLETED & APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.

## **ADDENDIX C**

### **Landscape Maintenance at Various Public Utilities Facilities**

#### **Site Maps**

##### **Limits of Work**

Mowing (Ordinary) - Red

Mowing (Construction) - Orange

Hillside Maintenance - Blue

May Clean-Up - Green



Landscape Maintenance: Baldwin Water Works

Produced by Cleveland Water - 6.21.2023

Limits of Work

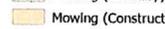
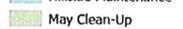
- Mowing (Ordinary)
- Mowing (Construction)
- Hillside Maintenance
- May Clean-Up



# Landscape Maintenance: Fairmount Pump Station

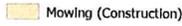
Produced by Cleveland Water - 6.21.2023

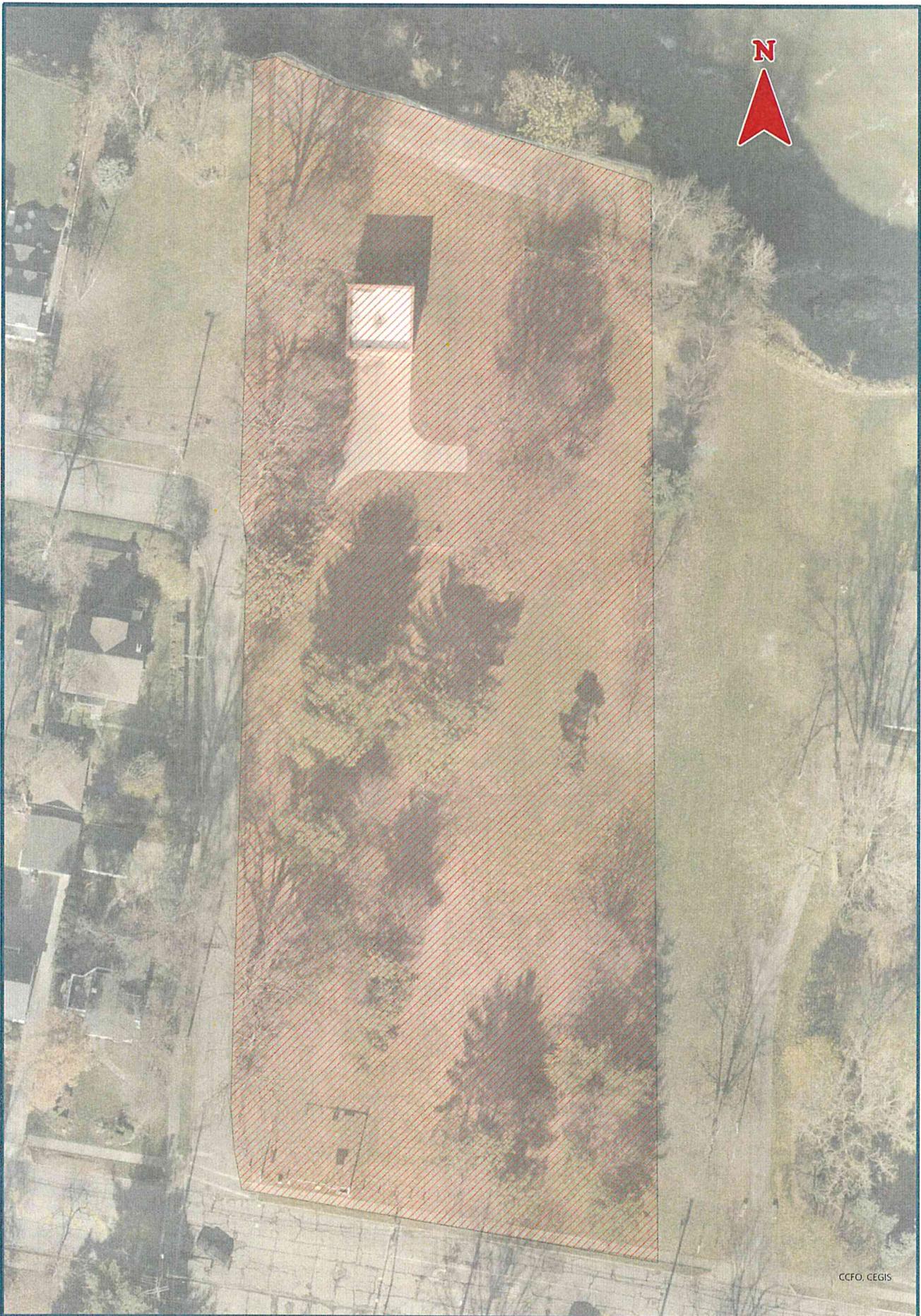
## Limits of Work

-  Mowing (Ordinary)
-  Hillside Maintenance
-  Mowing (Construction)
-  May Clean-Up



Landscape Maintenance: Crown Water Works  
 Produced by Cleveland Water - 6.21.2023

- Limits of Work
-  Mowing (Ordinary)
  -  Hillside Maintenance
  -  Mowing (Construction)
  -  May Clean-Up



CCFO, CEGIS

# Landscape Maintenance: Crown Shore Shaft

Produced by Cleveland Water - 6.21.2023

## Limits of Work

-  Mowing (Ordinary)
-  Mowing (Construction)
-  Hillside Maintenance
-  May Clean-Up



# Landscape Maintenance: Harvard Service Center

Produced by Cleveland Water - 6.21.2023

## Limits of Work

- Mowing (Ordinary)
- Mowing (Construction)
- Hillside Maintenance
- May Clean-Up

CEFO, CEGIS



CCFO, CEGIS

Landscape Maintenance: G. Morgan Water Works

Produced by Cleveland Water - 6.21.2023

Limits of Work

- Mowing (Ordinary)
- Mowing (Construction)
- Hillside Maintenance
- May Clean-Up



CCED, CE GIS

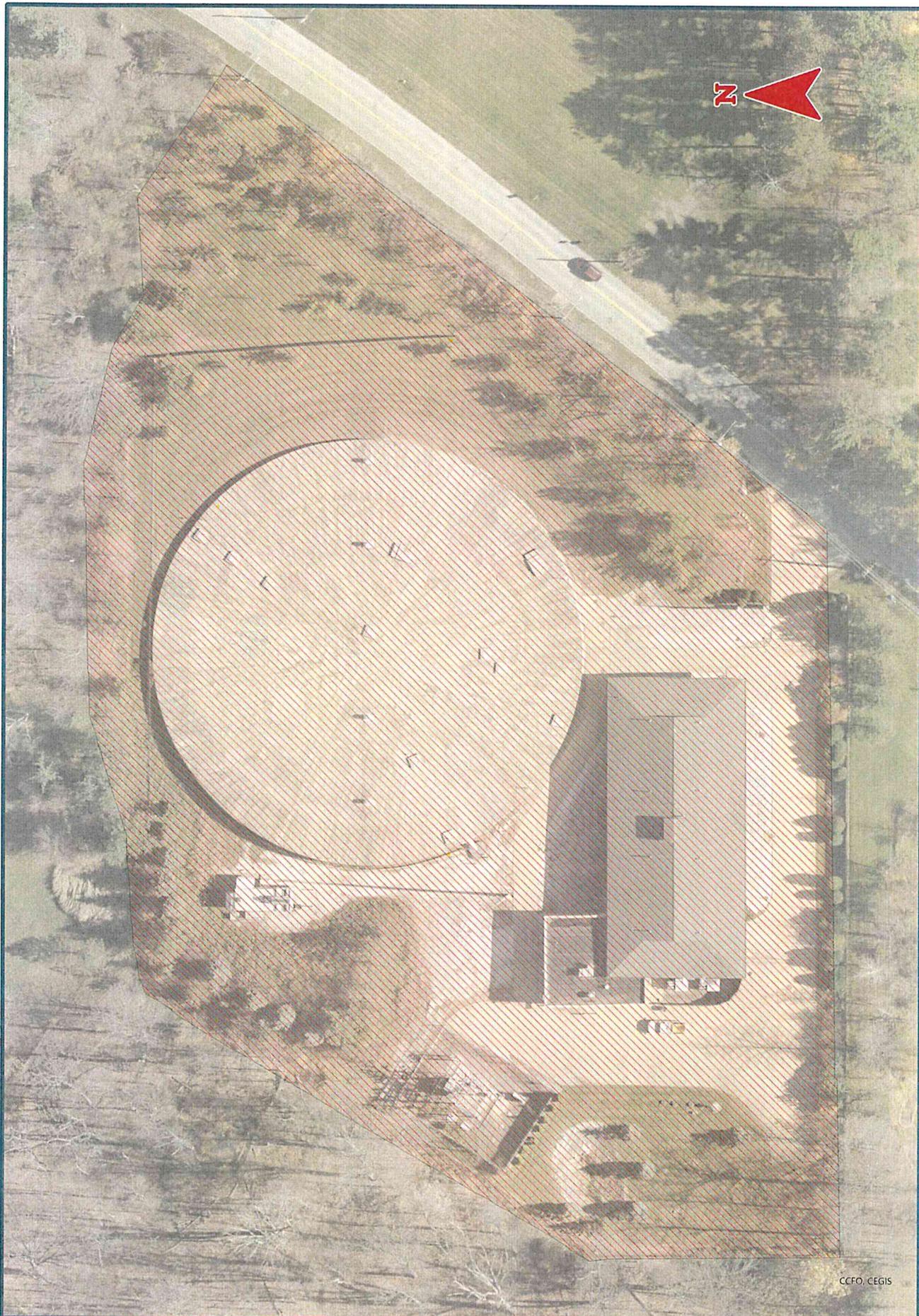
Landscape Maintenance: Nottingham Water Works

Produced by Cleveland Water - 6.21.2023

Limits of Work

- Mowing (Ordinary)
- Hillside Maintenance
- Mowing (Construction)
- May Clean-Up





CCFO, CEGIS

# Landscape Maintenance: Kirtland Pump Station

Produced by Cleveland Water - 6.21.2023

## Limits of Work

-  Mowing (Ordinary)
-  Mowing (Construction)
-  Hillside Maintenance
-  May Clean-Up



CCFO CEGIS

# Landscape Maintenance: Kirby Ave. Headquarters

Produced by Cleveland Water - 6.21.2023

### Limits of Work

- Mowing (Ordinary)
- Mowing (Construction)
- Hillside Maintenance
- May Clean-Up

## 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.

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.

## 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 at the following address:

<http://198.234.41.198/w3/webwh.nsf?Opendatabase>

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.



Department  
of Commerce

Division of Industrial Compliance

## 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.

Bureau of Wage and Hour Administration  
6606 Tussing Road  
Reynoldsburg, OH 43068-9099

614-644-2239  
Fax 614-728-8639  
TTY/TDD 800-750-0750  
com.ohio.gov

An Equal Opportunity Employer and Service Provider



### 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.



INDUSTRIAL COMPLIANCE    SECTIONS    RESOURCES    CONTACT US

Many of our staff are teleworking to stop community spread of the coronavirus (COVID-19). Our office will also not be accepting walk-in customers. The Division is still operational, and customers will still be able to drop off plans, applications and other documents, but we ask that you first work through our web portal, where you can also submit payments. There are no convenience fees for online payment. Please call us at 614-644-2223 or email us at [IC@com.state.oh.us](mailto:IC@com.state.oh.us) with any questions. Thanks for your patience.

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory. Employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tusting Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor. If so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page Indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

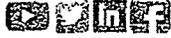
- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example: M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours: Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

Division of Industrial Compliance & Labor  
4605 Faxway Road  
Troy, Oklahoma, OK 73152

Phone 514 544 3323  
Fax 514 544 3313  
Email [ic@com.state.ok.us](mailto:ic@com.state.ok.us)

Webmaster  
Contact the Webmaster for Questions  
or Comments on the Website  
[webmaster@com.state.ok.us](mailto:webmaster@com.state.ok.us)

#### CONNECT WITH US



#### LOOKUP SERVICES

Registered Contractor List  
Owner Information Database  
Building Code Compliance Electrical Plan  
Submittals  
Board Of Building Appeals Case Lookup  
Elevator Database Lookup

#### RESOURCES

Federal Wage and Hour  
U.S. Consumer Product Safety  
Commission  
National Electric Fire Alarm and Sprinkler  
Codes  
Motor Labor Law Poster  
2017 Minimum Wage Poster  
2018 Minimum Wage Poster

#### ABOUT INDUSTRIAL COMPLIANCE

Director Cheryl Covick  
Superintendent Jeff Eaton

Okla.gov

# PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

|   |                  |
|---|------------------|
| <b>“New” construction threshold for <i>Building Construction</i>:</b> | <b>\$250,000</b> |
|---|------------------|

|   |                 |
|---|-----------------|
| <b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b> | <b>\$75,000</b> |
|---|-----------------|

|   |                 |
|---|-----------------|
| <b>As of January 1, 2022:</b>   |                 |
| <b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b> | <b>\$96,091</b> |

|   |                 |
|---|-----------------|
| <b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b> | <b>\$28,789</b> |
|---|-----------------|

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)



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.**

CITY OF CLEVELAND  
FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

**NOTICE TO BIDDERS:**

**1. Introduction**

In accordance with the Fair Employment Law (Chapter 189) passed by City Council effective January 1, 2001, the City of Cleveland aims to partner with vendors who can deliver high-quality services while also upholding the City's commitment to fair labor practices. All prime contractors and subcontractors that are Covered Employers as defined in Chapter 189 shall ensure that all Covered Employees are paid at or above the established fair wage rate. For the most current rate please visit [clevelandohio.gov/oeo](http://clevelandohio.gov/oeo).

Additional information and fillable PDF documents are available at [clevelandohio.gov/oeo](http://clevelandohio.gov/oeo). The fillable PDF is the preferred format for vendors to complete the Fair Employment Wage Schedules to submit with the bid.

**2. Required Schedules**

|                   |   |
|-------------------|---|
| <b>Schedule 1</b> | <b>Declaration of Number of Employees</b><br>Purpose of schedule is to determine if bidder is a Covered Employer as defined in the Fair Employment Wage Law.              |
| <b>Schedule 2</b> | <b>Declaration of Health Insurance Coverage</b><br>Purpose of schedule is to determine if bidder is eligible for a preference based on provision of health care coverage. |
| <b>Schedule 3</b> | <b>Affidavit of Compliance with C.O. Chapter 189</b><br>Purpose of schedule is for bidder to formally acknowledge compliance with the Fair Employment Wage Law.           |
| <b>Schedule 4</b> | <b>Current Contracts with the City</b><br>Purpose of schedule is for the bidder to identify current contracts with the City. The City will verify this information.       |

**3. Definitions**

**(a) Covered Employers**

The Fair Employment Law is applicable to employers described below and referred to as "Covered Employers." Covered Employers include entities described below that contract directly with the City and any subcontractors of those entities. Subcontractors of Covered Employers are not restricted to those providing a particular good or service or those of a particular size.

1. You or your company will provide one of the following services to the City of

Cleveland as a primary part of the contract to be awarded hereunder:

|                            |                                   |
|----------------------------|-----------------------------------|
| Food Service               | Towing                            |
| Janitorial                 | Building and Maintenance Services |
| Security Services          | Carpentry                         |
| Parking Lot Attendants     | Clerical Services                 |
| Home Health Care           | Urban Forestry                    |
| Health Care Aides          | Housekeeping                      |
| Waste Management           | Street Maintenance and Repair     |
| Automotive Repair Services | Sidewalk Maintenance and Repair   |
| Landscaping                |                                   |

and

2. The aggregate value of all such outstanding service contracts with the City and the bidder and the contract on which you are bidding is at least \$25,000;

and

3. The bidder is either

(a) A for profit company with at least 20 employees at the time of execution of a contact with the City;

or

(b) A non-profit employer with at least 50 employees at the time of execution of a contract with the City and the salary ratio between the highest and lowest paid employees is more than 5 to 1.

#### **(b) Covered Employees**

The Fair Employment Law applies to the following employees, who are referred to as "Covered Employees" in the ordinance:

1. Any person employed by or working as a trainee for a Covered Employer who is a for-profit contractor or subcontractor on a City Service Contract.

2. Any person employed by or working as a trainee for a Covered Employer who is a non-profit contractor on a City Service Contract if such person expends at least half of his or her time performing such services pursuant to such Service Contracts.

#### **4. Exclusions**

The following categories of employees are not Covered Employees under the Fair Employment Wage Law.

1. Uncompensated volunteers
2. Individuals in job training programs with classroom instruction where the individual is a client of the program

3. Employees who work on public construction projects subject to state or federal wage rate laws
4. Employees covered by collective bargaining agreements or the Railway Labor Act
5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

#### **5. Fair Employment Wage Requirement**

A contract that may be awarded pursuant to this bid is subject to the City of Cleveland Fair Employment Wage Ordinance, Chapter 189 of the Codified Ordinances, which requires, among other things, that unless specific exemptions apply, Covered Employers, as defined, under contracts with the City shall provide payment of a minimum level of compensation to employees. Failure to comply with that chapter and/or any implementing regulations may result in termination of the contract or debarment from future contracts. For the most current rate please visit [clevelandohio.gov/oeo](http://clevelandohio.gov/oeo).

#### **6. Health Care Insurance Preference**

The bidder may be eligible for a preference if you provide reasonable health care insurance coverage to employees who work over 30 hours a week. However, no preference shall be given if the price bid for the service contract exceeds the lowest price bid by more than five percent (5%). Section 189.031 of the Codified Ordinances of the City of Cleveland defines reasonable health care coverage as a plan that is comparable or superior to the family health care plan offered by the City of Cleveland to its employees. In order for the plan to be deemed comparable or superior, the plan must meet or exceed the plan of the City of Cleveland in the following respects:

- The amount of the employee contribution
- The amount of any deductible
- The amount of any co-payments
- Whether dental insurance is provided
- The range of services covered

The bidder may also be eligible for a preference if you can demonstrate that your company has offered reasonable health care insurance to your employees, but as a group they have refused that insurance.

#### **7. Employee Notice Requirements**

Covered Employers are required to provide notice to employees of their rights arising under the Fair Employment Wage Law. The City will provide this notice to employers. Covered Employers must physically post the notice in a conspicuous place frequented by Covered Employees in their workplace. A copy of the notice may be distributed electronically and with employees' first paychecks.

Covered Employers shall inform eligible employees of the Earned Income Credit and provide the necessary forms in English, Spanish and other languages spoken by a significant number of employees.

### **8. City Resident Hiring**

The bidder shall establish a goal that at least forty percent (40%) of persons newly hired to perform work on a contract shall be residents of the City of Cleveland.

### **9. Compliance with Federal Laws**

The bidder shall comply with all applicable Federal labor laws, including the National Labor Relations Act.

### **10. Record-keeping Responsibilities**

To verify compliance with the Fair Employment Wage Law, Covered Employers are required to submit a quarterly self-certification report to the Office of Equal Opportunity. The City will provide the self-certification report for Covered Employers to complete. Covered Employers shall be obligated to maintain payroll and related records for three years following the termination of an agreement with the City. Those records shall contain the following information:

1. employee names
2. employee address
3. employee job titles
4. employee classifications
5. the number of hours worked by employees each day
6. employee gross wages earned
7. deductions made on those gross wages
8. net wages paid to employees
9. a record of contributions to health care plans
10. any other data that the City may require

Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

### **11. Exemptions from Fair Employment Wage Law**

The Cleveland City Council, by ordinance, may grant a partial or whole exemption from the requirements of the Fair Employment Wage Law based on hardship. You must demonstrate a specific, particular harm that would be felt uniquely by you if the law were to be applied. Economic harm alone will not suffice to demonstrate hardship unless it is of a type that would not affect any other actual competitor for the contract or subcontract.

The following types of specific particular harm may provide grounds for a hardship exemption:

1. a loss of profitability that will result in the elimination of jobs
2. a loss in profits that will substantially impact your long-term stability
3. as to not-for-profit community or social service agencies or organizations, a substantial hindrance in the ability to deliver service

To apply for an exemption, you may direct your application to the Applicable Director through the Commissioner of Purchases and Supplies. Your request should include the wage paid by you to your employees, a detailed explanation of how the payment of the Fair Employment Wage will cause particular harm to you and supporting financial statements or other documents. A determination about whether to submit legislation to Council allowing an exemption will be made within ten days of your request. If legislation is submitted to Council to approve an exemption, the Council must then consider and pass that legislation before an exemption will be granted.

## SCHEDULE 1

### DECLARATION OF NUMBER OF PERSONS EMPLOYED BY THE BIDDER

1. How many employees do you currently have?
2. How many additional employees would be hired if awarded this contract?
3. What type of entity is your organization? Select one of the options below.

- For-Profit Entity  
 Non-Profit Entity

If organization is a non-profit entity: What is the highest and lowest wage paid to any employee? (Please identify in what increment that amount is paid).

a) Highest wage paid:

b) Lowest wage paid:

---

**Authorized Bidder Representative – Full Name:**

**Authorized Bidder Representative – Title:**

**Authorized Bidder Representative – Signature:**

## SCHEDULE 2

### DECLARATION OF HEALTH INSURANCE COVERAGE

**All bidders must answer Question #1 below and are required to sign this form.**

If you do not desire to be eligible for a preference based on the provision of reasonable health care coverage, you do not have to complete Questions #2 & #3.

1. **RESPONSE REQUIRED:** Do you provide or offer to provide health care insurance to your employees who work thirty (30) or more hours a week?

Yes     No

2. Have you offered reasonable health care insurance to your employees that they, as a group, have refused?  Yes     No

When? \_\_\_\_\_

3. If you responded Yes to Question #1 OR Question # 2: Provide the following information about all of the health care insurance plans offered to your employees who work thirty (30) or more hours a week.

a. Monthly employee contribution to health care insurance plan:

b. Amount of any employee deductible for plan coverage:

c. Amount of any employee co-payments for plan coverage:

d. Is dental insurance offered to your employees?  Yes     No

e. Describe the range of services offered under any health care insurance plans offered to your employees.

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**Authorized Bidder Representative – Full Name:**

**Authorized Bidder Representative – Title:**

**Authorized Bidder Representative – Signature:**

**SCHEDULE 3**

**AFFIDAVIT OF COMPLIANCE  
WITH CLEVELAND CODIFIED ORDINANCE CHAPTER 189**

County of \_\_\_\_\_ )  
 ) ss:  
State of \_\_\_\_\_ )

I, \_\_\_\_\_, being duly sworn according to law,  
and having personal knowledge of the facts stated herein, hereby state as follows:

1. I am the \_\_\_\_\_ (title) of  
\_\_\_\_\_ (name of entity or company)  
and am authorized to sign this affidavit.

2. The above-named entity/company agrees to comply with the requirements of the  
Fair Employment Wage Law, Cleveland Codified Ordinance Chapter 189, if it is  
awarded a contract pursuant to this bid/proposal.

3. Indicate below whether all Covered Employees, as defined in C.C.O. 189.01(d)  
of the above-named entity are currently paid the Fair Employment Wage, as defined  
in C.C.O. 189.02(a).

YES       NO

4. If you answered "No" to the question above, have you received an exemption?  
 YES       NO

FURTHER AFFIANT SAYETH NAUGHT.

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

SWORN TO BEFORE ME and subscribed in my presence

this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (year).

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

## SCHEDULE 4 CURRENT CONTRACTS WITH THE CITY

In the table below, provide the following information about any current contracts you or your company has with the City of Cleveland. Add additional rows to the table as needed.

1. City Contract Number.
2. Type of Services.
3. Contract Expiration Date.
4. Dollar Amount of Contract.
5. Amount paid to date (specify date).

| <u>City Contract Number</u> | <u>Type of Services</u> | <u>Contract Expiration Date</u> | <u>Dollar Amount of Contract</u> | <u>Amount paid to-date (specify date)</u> |
|-----------------------------|-------------------------|---------------------------------|----------------------------------|---|
|                             |                         |                                 |                                  |   |
|                             |                         |                                 |                                  |   |
|                             |                         |                                 |                                  |   |

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TO BE COMPLETED BY THE APPLICABLE CITY DEPARTMENT:

- The above list is accurate.
- The above list is not accurate. Explanation:

---

City Staff - Printed Name

---

City Staff - Title

---

Date



## **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%20Opportunity>

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 1 dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 should be an actual dollar amount, and should not be a range of values or a percentage of the contract. If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

**Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. CSB Certification:**

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

There are two classifications of CSBs:

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

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

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

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

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

## **7. CSB Contract Participation**

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

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

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

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

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

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

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

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

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

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

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

**9. MBE and FBE Contract Participation**

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

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

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

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

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

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

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

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

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

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

**13. CSB Bid Discounts:**

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

A Bid Discount of five percent (5%) for bids received from CCSBs.

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

CCSBs.

**14. CSB Evaluation Credits:**

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

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

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

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

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

**16. LPE and SUBE Certification:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21. Joint Ventures:**

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

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

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

**23. Subcontractor Participation Compliance Monitoring**

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

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

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

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

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

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

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



City of Cleveland  
Office of Equal Opportunity  
Schedules

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

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

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



## City of Cleveland Office of Equal Opportunity Schedules Checklist

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

### Schedule 1: Project Contact Information Form

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

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

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

### Schedule 3: Schedule of Subcontractor Participation

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

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

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





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

|                       |  |
|-----------------------|--|
| Project Name:         |  |
| Bidder/Proposer Name: |  |

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

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

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

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

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

**RE-SUBCONTRACTING**

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

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

|                                   |  |       |  |
|-----------------------------------|--|-------|--|
| Authorized Bidder Representative: |  |       |  |
| Signature:                        |  | Date: |  |

|  |  |       |  |
|--|--|-------|--|
| Authorized Subcontractor Representative: |  |       |  |
| Signature:                               |  | Date: |  |



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

|                       |  |
|-----------------------|--|
| Project Name:         |  |
| Bidder/Proposer Name: |  |

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

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

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