

BID ADVERTISEMENT FOR THE WEEKS OF

August 27, 2025 & September 3, 2025

BID OPENS - THURSDAY OCTOBER 2, 2025

FILE NO. 128-25 Contractual Repair of Water Mains, Fire Hydrants, Valves, Service Connections And Appurtenances Area D

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

There will be a **NON-MANDATORY Pre-Bid Meeting**, Thursday, September 4, 2025 at 10:00 am., Via Microsoft Teams. To call into meeting dial 1-929-352-1743, Access code– 742 295 317#.

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



CITY OF CLEVELAND,
OHIO

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

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

Ordinance No. 332-2025

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

An emergency ordinance authorizing the purchase by one or more requirement contracts of water mains, fire hydrants, service connections, valves, and appurtenances, for the Division of Water, and one or more requirement contracts for concrete repair, tree lawn restoration, pavement restoration, including but not limited to, materials, labor and installation as necessary, for the Divisions of Water, Water Pollution Control and Cleveland Public Power, Department of Public Utilities, for a period or periods not to exceed a total of two years.

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

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

Section 1. That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period not to exceed a total of two years of the necessary items of water mains, fire hydrants, service connections, valves and appurtenances, including but not limited to, materials, labor and installation, as necessary, for the Division of Water, and one or more requirement contracts for concrete repair, tree lawn restoration, and pavement restoration, including but not limited to, materials, labor and installation, as necessary, for the Divisions of Water, Water Pollution Control and Cleveland Public Power, Department of Public Utilities, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines.

Section 2. That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance. (RQN 2002, RL 2025-5)

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

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

Passed May 12, 2025.

Effective May 13, 2025.

City of Cleveland

DEPARTMENT OF FINANCE
PAUL C. BARRETT
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY JOHNSON
COMMISSIONER

BIDDER'S CHECK LIST

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

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

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

B. Bid Bond

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

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

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

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

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

E. Affidavit

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

F. Contract Compliance Certifications for Bid Consideration

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

G. Bid Envelope

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

H. Performance Bond

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

I. Federal Tax ID Form

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

J. Northern Ireland Fair Employment Practices Disclosure

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

K. Project Plan

- ___ 1. Is all the required information given?

L. Contractor Qualifications

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

M. Additional Information:

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

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

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

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

A-2 FORM OF BID (BID FORM)

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

A-3 BIDDERS AFFIDAVIT

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

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

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

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

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

A-6 EXPLANATIONS WRITTEN OR ORAL

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

A-7 PRICE BIDS AND DISCOUNTS

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

A-8 BIDDER'S DESCRIPTION OF ITEMS

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

A-9 MANUFACTURER'S NAME

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

A-10 SAMPLES

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

A-11 TIME OF DELIVERY

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

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

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

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

A-13 REQUIREMENT CONTRACT DEFINED

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

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

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

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

A-15 LIMITATION OF PERIOD OF CONTRACT

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

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

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

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

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

Good faith participation shall include:

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

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

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

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

A-19 SUBCONTRACTING:

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

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

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

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

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 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	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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 ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ⁴	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ⁵	The trust

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

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

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

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

⁵ **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

⁶ For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Remit Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Contact Person: (Ordering) _____

Remit _____

PLEASE INCLUDE THE ABOVE INFORMATION

WHEN SUBMITTING YOUR BID OR PROPOSAL

NOTE: Sections 181.23 and 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 _____

at _____, in

the City of _____, 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 said individual, said partnership or said corporation, is filing 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 names and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorneys: _____

and is also represented by the following resident agents in the City of Cleveland: _____

ITEM 4

C OF C 84-50-A

(OVER)

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 of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such 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 breakdown 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 said 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 Contractual Repair of Water Mains, Fire Hydrants, Valves, Service Connections,
and Appurtenances – Area D

FOR: The Department of: Public Utilities, Division of Water

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

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

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

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

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

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

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

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

Complete: CORPORATION OR FIRM

Sign Here By _____

TITLE OF OFFICER _____

BUSINESS ADDRESS OF BIDDER _____

STATE OF INCORPORATION _____

ITEM 7

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

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
ALL ITEMS ARE APPROXIMATE QUANTITIES.

I.	Subtotal of Labor Items			
	D-1 thru D-43 -----			\$
II.	Subtotal of Tree lawn Items			
	D-44 thru D-47 -----			\$
III.	Subtotal of Allowance Items			
	D-48 thru D-51 -----			\$
IV.	Subtotal of Material Items			
	D-52 thru D-102 -----			\$
V.	Grand Total Bid for Area D			
	I + II + III + IV ----->			\$
	D-1 thru D-102			

Bidder Name (Type or Print)
Bidder Signature
Date

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

LABOR ITEMS

ITEM #	DESCRIPTION OF LABOR	SIZES	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	EXTENSION
D-1	Hydrant replacement with New Mechanical Joint Shoe including extensions, incidental branch piping, fittings, joint restraint and risers as needed. Including excavation, backfill, and photo documentation.	4½ or 5 ¼"	Each	700	\$	\$
D-2	Replacement of Hydrant, Replacement or Overhaul of Hydrant Branch Valve and replacement of all necessary intermediate branch piping, fittings, joint restraint and risers as needed. Including excavation, backfill, and photo documentation.	4½ or 5 ¼"	Each	200	\$	\$
D-3	Replacement or New Install of Hydrant, Hydrant Branch Valve, Main Line Tee and all intermediate branch piping, fittings joint restraint and risers as needed. Including excavation, backfill, and photo documentation.	Diameters 5 ¼" hydrants 6" pipe	Each	75	\$	\$
D-4	Miscellaneous Hydrant Repair to make the hydrant operable which includes EXCAVATION during general maintenance; including but not limited to clearing weep holes and tee bolt replacements. Including excavation, backfill, and photo documentation.	4½ or 5 ¼"	Each	125	\$	\$
D-5	Miscellaneous Hydrant Repair to make the hydrant operable which includes general maintenance; but not limited to replacement of foot valve, lubrication, relpacing operating nuts, bolt replacements, seized caps and nozzles, cross threading, broken couplings, damaged flange. Including photo documentation. NO EXCAVATION is performed with this item, other materials needed supplied by contractor.	4½ or 5 ¼"	Each	150	\$	\$
D-6	Replacement of Tee or Tapping sleeve including incidental piping, fittings, joint restraint. Including excavation, backfill, and photo documentation.	3" - 16"	Each	50	\$	\$
D-7	16-inch and smaller valve rehabilitation, replacement, or new installation, including new valve box. Including excavation, backfill, and photo documentation.	3" - 16"	Each	400	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

D-8	Aircock and Flush Assembly, replacement, or new installation, including new valve boxes. Including excavation, backfill, and photo documentation.	2"	Each	50	\$	\$
D-9	Replacement of a Fitting or Section of Pipe (18-foot or less of Pipe). Including excavation, backfill, and photo documentation.	3" - 16"	Each	100	\$	\$
D-10	Repair of Water Main, Hydrant Branch Piping or Service Connection using a repair clamp or tee bolts. Including excavation, backfill, and photo documentation.	3" - 16"	Each	250	\$	\$
D-11	Excavate & repair service connections by replacing tape sleeve, replacing defective portion of pipe, connection tap valve, or curb valve. Including excavation, backfill, and photo documentation.	Diameters (1½) (2")	Each	85	\$	\$
D-12	Excavate & replace or install new full service connection by replacing existing tap sleeve, tee, tap valve and installing new pipe from main to curb valve. Including excavation, backfill, and photo documentation.	Diameters (1½) (2")	Each	50	\$	\$
D-13	Excavate & repair service connection by replacing defective portion of pipe, connection corp, or curb stop. Including excavation, backfill, and photo documentation.	Diameters (5/8") (3/4") (1")	Each	75	\$	\$
D-14	Excavate & replace or install new full service connection from water main to curb stop which includes plugging the existing connection. Including excavation, backfill, and photo documentation.	Diameters (5/8") (3/4") (1")	Each	400	\$	\$
D-15	Replace service connections from water main to curb stop, which includes plugging existing connection; in association with an ASSIGNED item. Including excavation, backfill, and photo documentation.	Diameters (5/8") (3/4") (1")	Each	60	\$	\$
D-16	Excavate, plug service connections and abandon service connection by using repair clamp or by shutting corporation valve (method to be determined by CWD). Including excavation, backfill, and photo documentation.	Diameters (5/8") (3/4") (1") (1½)	Each	60	\$	\$
D-17	Plug and abandon service connection in association with ASSIGNED item by using repair clamp or by shutting corporation valve (method to be determined by CWD). Including photo documentation.	Diameters (5/8") (3/4") (1")	Each	60	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

D-18	Excavate and plug service connection, hydrant lateral or abandon water main by cutting out main line tee or tapping sleeve and installing spool piece. Including excavation, backfill, and photo documentation.	Diameters (2" - 16")	Each	75	\$	\$
D-19	Repair sewer in association with ASSIGNED item by using sewer spool piece (method to be determined by CWD). Including photo documentation.	Diameters (4" - 16")	Each	200	\$	\$
D-20	Locate, Flushout, and Operate Curb Stop; including photo documentation. NO EXCAVATION is performed with this item.	Diameters (5/8") (3/4") (1")	Each	350	\$	\$
D-21	Dig Up, Identify Material and Operate Curb Stop . Including excavation, backfill, and photo documentation.	Diameters (5/8") (3/4") (1")	Each	300	\$	\$
D-22	Locate, Dig Up, Operate Curb Stop, Identify Material and Replace . Including excavation, backfill, and photo documentation.	Diameters (5/8") (3/4") (1")	Each	300	\$	\$
D-23	Valve Locate, flushout and operate; including photo documentation. NO EXCAVATION is performed with this item	Diameters 1½ - 16"	Each	175	\$	\$
D-24	Valve Locate, Operate, Reset and/or Raise to Grade. Including excavation, backfill, and photo documentation.	Diameters 1½ - 16"	Each	150	\$	\$
D-25	Replace owner-side Connection. Including excavation, backfill, and photo documentation.	1" copper	Each	150	\$	\$
D-26	Owner-side copper in excess of first 100 feet. Including excavation, backfill, and photo documentation.	1" copper	Each	250	\$	\$
D-27	Temporary Water Mains & Service Connections including mobilization installation and matenace.	2" bypass	Each	2000	\$	\$
D-28	Temporary Water Mains with Hydrants & Service Connections including mobilization installation and matenace.	4" bypass	Each	2000	\$	\$
D-29	Temporary Water Mains with Hydrants & Service Connections including mobilization installation and matenace.	6" or 8" bypass	L.F.	2000	\$	\$
D-30	Miscellaneous Crew Time		Time	2500	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

THE CONTRACT SHALL BE FOR A PERIOD OF UP TO TWO YEARS AFTER NOTICE TO PROCEED.

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

D-31	Hourly rate for a General Laborer		Hours	1500	\$	\$
D-32	Hourly rate for a Foreman, as specified		Hours	500	\$	\$
D-33	Hourly rate for a Truck Driver including Truck, as specified		Hours	500	\$	\$
D-34	Hourly rate for a Trackhoe Operator including Trackhoe, as specified		Hours	500	\$	\$
D-35	Hourly rate for a Pole Hold Truck and Operator, as specified		Hours	2500	\$	\$
D-36	Extra Excavation including granular backfill beyond 8' depth		C.Y.	1000	\$	\$
D-37	Concrete Finishing for Sidewalks. Including excavation, backfill, and photo documentation and associated work as specified. (4" thickness)		S.F.	12000	\$	\$
D-38	Decorative Sidewalks including Dye, Stamps, Concrete Base and Brick work. Including excavation, backfill, and photo documentation and associated work as specified. (4" thickness)		S.F.	5000	\$	\$
D-39	Concrete Finishing for Driveway Aprons Including excavation, backfill, and photo documentation and associated work as specified. (6" thickness)		S.F.	10000	\$	\$
D-40	Asphalt Cap and Edge Seal and photo documentation and associated work as specified		S.F.	2000	\$	\$
D-41	Permanent Pavement including excavation, cut back, hook bolts, dowels and photo documentation.		S.F.	15000	\$	\$
D-42	Installation of Concrete Curb. Including excavation and photo documentation		L.F.	5000	\$	\$
D-43	Premium for using Flowable Fill instead of Granular Backfill. Including photo documentation.		C.Y.	400	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

TREE LAWN ITEMS (Labor and Materials)

Backlogged Items

ITEM #	DESCRIPTION OF MATERIALS	SIZES	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	EXTENSION
D-44	Backlogged Tree lawn items from previous year. Labor and material for tree lawn not to exceed 500 square feet per tree lawn. Bring to grade, install topsoil, three blended seed, fertilizer, cover with straw matting and notify resident using door hanger. Including photo documentation.	less than 500 sq. ft/tree lawn	each	2000	\$	\$
D-45	Backlogged Tree lawn items from previous year. Labor and material for tree lawns exceeding 500 square feet will include an ASSIGNED item with additional square footage	N/A	S.F.	25000	\$	\$

Items Assigned as on-going basis throughout the duration of the contract

D-46	Labor and material for tree lawn not to exceed 500 square feet per tree lawn. Bring to grade, install topsoil, three blended seed, fertilizer, cover with straw matting and notify resident using door hanger. Including photo documentation.	less than 500 sq. ft/tree lawn	each	2000	\$	\$
D-47	Labor and material for tree lawns exceeding 500 square feet will include an ASSIGNED item with additional square footage	N/A	S.F.	25000	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
ALL ITEMS ARE APPROXIMATE QUANTITIES.

CALCULATION OF ALLOWANCE FOR WORKING OUTSIDE OF AREA

I. Subtotal of items D-1 thru D-43 -----	\$-----
II. 10% of work estimated out of area ----- (Item I x 10%)	\$-----
III. Contractor Premium (%) for working outside area -----	%-----
Allowance for working outside area ----- (Item II x Item III)	\$----- Place on D-48

CALCULATION OF ALLOWANCE FOR EXTRAORDINARY DELAY

I. Subtotal of items D-1 thru D-43 -----	\$-----
II. 5% of work estimated with extraordinary delay start time ----- (Item I x 5%)	\$-----
III. Contractor Premium (%) for extraordinary delay per hour above 1st hour of delay -----	%-----
Allowance for extraordinary delay ----- (Item II x Item III)	\$----- Place on D-49

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
ALL ITEMS ARE APPROXIMATE QUANTITIES.

CALCULATION OF ALLOWANCE FOR RUSH JOBS

I. Subtotal of items D-1 thru D-43 ----- \$

II. 5% of work estimated for emergency work----- \$
(Item I x 5%)

III. Contractor Premium (%) for emergency work ----- %

Allowance for emergency work ----- \$
(Item II x Item III) Place on D-51

CALCULATION WORKSHEET SUMMARY

ITEM #	DESCRIPTION OF LABOR	SIZES	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	EXTENSION
D-48	CALCULATION OF ALLOWANCE FOR WORKING OUTSIDE OF AREA	N/A	N/A	% as lump sum	\$	\$
D-49	CALCULATION OF ALLOWANCE FOR EXTRAORDINARY DELAY	N/A	N/A	% as lump sum	\$	\$
D-50	CALCULATION OF ALLOWANCE FOR EMERGENCY WORK	N/A	N/A	% as lump sum	\$	\$
D-51	CALCULATION OF ALLOWANCE FOR RUSH JOBS	N/A	N/A	% as lump sum	\$	\$

Bidder Name (Type or Print) Bidder Signature Date

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

MATERIAL ITEMS

ITEM #	DESCRIPTION OF MATERIALS	SIZES	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	EXTENSION
D-52	Connection Assemblies	¾"	Each	200	\$	\$
D-53	Connection Assemblies	1"	Each	350	\$	\$
D-54	Connection Assemblies	1½"	Each	50	\$	\$
D-55	Connection Assemblies	2"	Each	50	\$	\$
D-56	Connection Repair Assembly	¾" - 1"	Each	50	\$	\$
D-57	Connection Repair Assembly	1½" - 2"	Each	85	\$	\$
D-58	Curb Stop Boxes	N/A	Each	800	\$	\$
D-59	Owner's side connection kit	¾" to 1"	Each	200	\$	\$
D-60	Extra footage for connection replacement (additional Type K copper as needed)	1½" - 2"	L.F.	200	\$	\$
D-61	Sewer Spool Piece Assembly	4" - 6"	Each	100	\$	\$
D-62	Sewer Spool Piece Assembly	8" - 10"	Each	15	\$	\$
D-63	Sewer Spool Piece Assembly	12" - 16"	Each	10	\$	\$
D-64	Spool Piece Assembly	3"	Each	5	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

D-65	Spool Piece Assembly	4"	Each	10	\$	\$
D-66	Spool Piece Assembly	6"	Each	60	\$	\$
D-67	Spool Piece Assembly	8"	Each	60	\$	\$
D-68	Spool Piece Assembly	10"	Each	10	\$	\$
D-69	Spool Piece Assembly	12"	Each	40	\$	\$
D-70	Spool Piece Assembly	16"	Each	25	\$	\$
D-71	Valve Assembly	3"	Each	50	\$	\$
D-72	Valve Assembly	4"	Each	50	\$	\$
D-73	Valve Assembly	6"	Each	150	\$	\$
D-74	Valve Assembly	8"	Each	150	\$	\$
D-75	Valve Assembly	10"	Each	15	\$	\$
D-76	Valve Assembly	12"	Each	40	\$	\$
D-77	Valve Assembly	16"	Each	25	\$	\$
D-78	Aircock or Flush Assemblies	2"	Each	25	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

D-79	Valve Boxes	N/A	Each	800	\$	\$
D-80	Valve Overhaul Parts (Including stuffing box bolts and bonnet nuts and bolts, valve packing, Cleveland standard operating nut)	N/A	Each	250	\$	\$
D-81	Repair Clamp or Repair Clamp with 1" Connection Outlet (Size refers to main size)	4"	Each	10	\$	\$
D-82	Repair Clamp or Repair Clamp with 1" Connection Outlet (Size refers to main size)	6"	Each	100	\$	\$
D-83	Repair Clamp or Repair Clamp with 1" Connection Outlet (Size refers to main size)	8"	Each	100	\$	\$
D-84	Repair Clamp or Repair Clamp with 1" Connection Outlet (Size refers to main size)	10"	Each	10	\$	\$
D-85	Repair Clamp or Repair Clamp with 1" Connection Outlet (Size refers to main size)	12"	Each	30	\$	\$
D-86	Repair Clamp or Repair Clamp with 1" Connection Outlet (Size refers to main size)	16"	Each	10	\$	\$
D-87	Hydrant Accessories type A (joint restraint gland kit)	4" & 6"	Each	700	\$	\$
D-88	Hydrant Accessories type B compression coupling, 18-foot or less of ductile iron pipe, joint restraint gland kit	4" & 6"	Each	200	\$	\$
D-89	Hydrant Accessories type C fitting 1 compression coupling, offset, 22.5 45 or 90 degree bend, 18 feet or less of ductile iron pipe, 3-joint restraint gland kit	4" & 6"	Each	50	\$	\$
D-90	Hydrant Accessories type D fitting offset, 22.5, 45, or 90 degree bend, includes one valve, 3-joint restraint gland kits, 18 feet or less of ductile iron pipe and 1 compression coupling	4" & 6"	Each	175	\$	\$
D-91	Hydrant Accessories type E includes one tee (Main size by 6"), offset 22.5, 45, or 90 degree bend, 2 compression couplings, 1 valve, 6 - joint restraint gland kits and 18-foot or less of ductile iron pipe	6"	Set	100	\$	\$

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES
AREA D - BID - SCHEDULE OF ITEMS
 ALL ITEMS ARE APPROXIMATE QUANTITIES.

D-92	National Standard Hydrant Nozzle Set includes 2 side nozzles with caps and 1 steamer nozzle with cap	2½" & 4"	Each	250	\$	\$
D-93	Storz Hydrant Nozzle	(4") & (5")	Each	650	\$	\$
D-94	Anode Bag	N/A	Each	750	\$	\$
D-95	Footvalve Repair Kits	4-1/2" & 5-1/4"	Each	25	\$	\$
D-96	Hydrant Repair Kits (Crash Kits)	4-1/2" & 5-1/4"	Each	75	\$	\$
D-97	Hydrant Extensions/risers	6"	Each	100	\$	\$
D-98	Hydrant Extensions/risers	12"	Each	75	\$	\$
D-99	Hydrant Extensions/risers	18"	Each	50	\$	\$
D-100	Materials and Spare Parts Allowance	N/A	Allowance	N/A	\$ 1,000,000.00	\$ 1,000,000.00
D-101	Specialized Labor and Equipment Allowance	N/A	Allowance	N/A	\$ 1,000,000.00	\$ 1,000,000.00
D-102	Premium for High Demand Operational Needs Allowance	N/A	Allowance	N/A	\$ 30,000.00	\$ 30,000.00

Bidder Name (Type or Print) _____ Bidder Signature _____ Date _____

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 1876, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

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

B-23 DURATION OF CONTRACT.

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

B-24 REDUCTION IN PRICES.

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

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

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

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

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

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

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

B-26 LAWS, PERMITS, AND REGULATIONS

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

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

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

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

B-28 INDEMNITY

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

B-29 WARRANTY

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

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

B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

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

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

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

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

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

CITY OF CLEVELAND/DIVISION OF WATER

CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES, SERVICE CONNECTIONS AND APPURTENANCES – AREA D

SECTION C – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS AND SUPPLEMENTAL GENERAL CONDITIONS

C-1 SCOPE OF SERVICES

It is the intent of this Contract(s) to provide the City of Cleveland (City), Cleveland Division of Water (CWD) with distribution system repair services to supplement its own forces, especially during peak times of heavy workload. Concurrently, there may be extended periods during the City's slack time when no crews will be needed from the Contractor. The quantities in this requirement contract are estimates only; in a requirement contract, the City retains the right to use as many or as few of any particular item as it requires. The requirement contract shall be for a period of up to two years after Notice to Proceed. The City has the option to terminate the requirement contract at any time, pursuant to B-10 Cancellation of Contract.

The Contractor shall conduct work in such a manner as to cause the least possible interference to the residents in the area and to street traffic. The work site shall be kept neat and orderly at all times with surfaces washed down and work shall be performed in accordance with all applicable ordinances. The Contractor shall perform work in a manner satisfactory to the City. Customers affected by the work to be performed must be notified in advance by the Contractor. No work is to begin unless specified by a Cityworks work order. The Contractor shall notify suburban officials whenever he or she is working in their municipality and shall notify affected customers of an interruption in service before any water main is turned off.

C-2 CITY OF CLEVELAND FORMS

Failure to submit the following City of Cleveland (City) forms with the Bid **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 percent (%) 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 Notary must display the date their commission expires at the bottom of page two unless state requirements differ.

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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 be filled out completely, signed where necessary and returned.

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

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with CWD personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.
- B. The last day for questions is seven business days before the bid opening date. All questions should be submitted in writing via email to the buyer's attention, Jules Gilliam, jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov or via fax, 216-664-2275.

C-4 ESTIMATED QUANTITIES

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

C-5 METHOD OF AWARD

The Contractor must bid on every line item in the Bid – Schedule of Items pages. CWD will evaluate and award the contract based on the overall lowest and best bid price of labor and material items in the Bid – Schedule of Items, that meet the indicated specifications to the satisfaction of CWD.

C-6 NOTICE TO PROCEED

The language in General Conditions B-23 or anywhere else in this contract notwithstanding, the term of this contract shall begin when CWD issues a Notice to Proceed to the Contractor and shall be for a period of up to two years after the Notice to Proceed. At the City's discretion, the City may additionally shorten the term of this contract by as much as two weeks, in order to

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accomplish an orderly inventory of material. A Notice to Proceed shall not be issued until the Contract has been fully executed and delivered to all parties, and not until all of the Contractor's subcontracts with its CSB subcontractors have been approved by the City's Office of Equal Opportunity office. Once a bidder has been selected and approved by the City's Board of Control (BOC), the recommended bidder shall diligently pursue the timely completion, submittal and approval of its subcontracts.

C-7 INVOICING AND PAYMENT (Supplemental To General Conditions Section B-21)

The Contractor shall submit invoices for payment on a biweekly basis. Only work that has passed inspection and where as-builts have been submitted as specified should be invoiced. No payment will be made for work not yet passing inspection.

The Contractor shall submit Special Project invoices for payment within 30 days of the completion of the project. With each project, on a daily basis, the Contractor shall upload in Cityworks a daily field report of the work performed (employees on-site, name and classification and equipment used). CWD has the right to withhold invoice payments for any non-compliance reasons. Delays to invoicing for non-compliance to be determined by the Director of Public Utilities or their designee until contract is deemed compliant.

In addition to any invoicing requirements stated in the section entitled Invoicing and Payments in the General Conditions, original invoice shall be provided to the attention of the following:

- Original invoice: to the Division of Water, ATTN: Payables Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, OH 44114.

Duplicate invoices shall be emailed to following individuals:

- Bryan Rask (bryan_rask@clevelandwater.com)
- Sandra Stack (sandra_stack@clevelandwater.com)
- The vendor must adhere to the terms set forth for invoicing & payment requirements. CWD will review invoices upon receiving them. In order to perform this review, CWD requires all of the following documentation: Relevant sections (e.g., the Schedule of Items section) of the contract with the vendor;
- A City Delivery Order (DO) that authorized the specific services / materials being invoiced;
- An accurate invoice.

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

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processing of the payment request, and the Division of Treasury issues the payment.

C-8 GUARANTEE

The Contractor shall guarantee their work for the duration of the Contract or a period of one year; whichever is greater and make any necessary repairs caused by faulty workmanship, improper backfill, inadequate bracing, land shifts or other defects incidental to the work. If a Contractor's repair fails, that repair must be revisited under the Guarantee and shall be prioritized. The Contractor shall further be responsible for all damages to any water appurtenances as a result of his or her excavation. In both the aforementioned circumstances, CWD reserves the right to affect necessary repairs and charge all costs incurred therein to the Contractor. All applicable federal, state and local laws, ordinances, rules and regulations shall be complied within the execution of this contract. Failure to comply may result in liquidated damages as defined in C-8 and shall be deducted from the current invoice.

C-9 FAILURE TO PERFORM

All assigned work shall be done efficiently in a workmanlike manner and conform to Safety Regulations. All work is based on calendar days and shall be prioritized in one of three categories: Normal, Rush, and Emergency. All timeframes required to complete by SLA date will be designated by the "required by" date in Cityworks. All Normal SLA timeframes include the amount of time to obtain OUPS information. The failure of the Contractor to complete assigned work on time will make the Contractor liable for liquidated damages applied to the total cost of the job by reason of said failure and could be considered non-compliant. All work not completed by the SLA will continue to accrue liquidated damages. NOTE: Liquidated damages can exceed 100% and will be assessed to the noncompliant Contractor even if the work is reassigned. A single job may have multiple entity types of liquidated damages. The liquidated damages will be deducted from the overall invoice total. The following table shows the expected Service Level Agreements (SLA) and subsequent liquidated damages when the levels are not met:

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<u>Entity Type</u>	<u>Normal SLA</u>	<u>Normal Liquidated Damages (Per Day)</u>	<u>Rush SLA</u>	<u>Rush Liquidated Damages (Per Day)</u>
Water Main Repair/Replace	8 days	15%	96 hrs	20%
Connection Repair/Replace/Plugging	8 days	15%	96 hrs	20%
Owner Side Connection	Date which the City schedules Work	15%	N/A	N/A
Dig Ups	8 days	15%	96 hrs	20%
Valves	8 days	15%	96 hrs	20%
Hydrants	15 days	15%	96 hrs	20%
Sidewalks, Aprons & Curbs	10 days	15%	N/A	N/A
Street Excavation/Concrete	10 days	15%	N/A	N/A
Tree Lawn Repair (Current – Items 44-45)	30 days	15%	N/A	N/A
Tree Lawn Repair (Backlog - Items 46-47)	45 days	15%	N/A	N/A
Guarantee Work (Go Backs)	3 Days from notification	\$500 per day	N/A	N/A
Safety Violation	Per occurrence	\$2500 per occurrence	N/A	N/A
Data Entry of Field Work & Updating Hydrant Inventory in Cityworks	12 hrs	\$5.00 per day per work order	N/A	N/A
Special Project Invoicing	30 days from completion of work	1% per day	N/A	N/A

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Rush Jobs shall be declared by CWD and shall be defined as any job deemed to have a high priority by CWD. These jobs must be completed within 96 hours, or the required by date in Cityworks, which includes the amount of time needed to obtain OUPS information. Once deemed a RUSH, Rush Jobs SLA and liquidated damages will supersede normal SLA and liquidated damages and be applied. The Contractor shall quote a percentage premium for Rush work described above. See Calculation of Rush Jobs Bid Sheet.

For emergency projects, response time to the site with all equipment and materials necessary to perform the work shall not exceed six hours after notification. A repair designated as “an emergency” by CWD must be responded to on a 24 hour basis, regardless of time of day (day or night) and regardless of day (includes weekends). Once work commences, the Contractor shall work continuously until completion of repairs and all service to customers is restored, unless approved otherwise by the City. The Contractor shall quote a percentage premium for emergency work described above. See Calculation of Emergency Work Bid Sheet.

The Contractor shall complete the Data Entry within 12 hours of leaving the jobsite for all categories of Field Work including but not limited to; the removal of the Hydrant from Inventory, uploading the daily field reports for Special Projects, and photo documentation of all assigned work.

For Guarantee work, the Contractor has 72 hours to go back and resolve the issue found. If the work in question is unrelated to the Guarantee, the Contractor shall receive a new work order. The work order shall be considered a Rush Job and qualifies for the Rush Jobs percentage premium as shown in the Calculation of Rush Jobs Bid Sheet.

For Safety Violations, If the contractor is found in noncompliance with regulations as defined in C-18 Safety. The Contractor shall be subjected to liquidated damages for each occurrence to be determined by the City.

C-10 BID ITEMS

The unit price of the bid items shall include all costs, direct and indirect, to the Bid - Schedule of Items, unless otherwise stated. This could include, but not be limited to, the transportation cost to the work site, traffic control, flaggers, picking up material, including loading and unloading, and the removal and disposing of salvaged material. Such costs could also include, but again not limited to, insurance, legal representation, worker's benefits and other costs of doing business.

The work contemplated under this specification is compromised of the following Bid Items. Note, though brief in description, all other parts of this contract apply to each item when applicable, unless otherwise stated. All items that require backfill shall include the cost of labor and material to install granular backfill in the base bid.

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The prices bid for the following items shall include labor only. All materials will be provided by the Contractor and paid for as separate Bid Items with the exception of Fire Hydrant materials as defined in D-11 Materials. All indirect costs associated with the materials including but not limited to warehousing and maintaining inventory shall be included in the respective Bid Items.

C-11 DELAYS TO CONTRACTOR

Extraordinary delays to the Contractor will be defined as delays in excess of one hour caused by circumstances beyond the control of the Contractor. Included in this category are delays caused by difficulty in turning off a water main due to broken or inoperative valves; delays due to cleaning out or digging up valve boxes; delays caused by customer inability to be without water until preparations are made; delays caused by inaccurate Work Orders; delays caused by inaccurate GIS data; time in excess of the first four hours pinpointing leaks; delays caused by additional work assigned by the City not covered in the schedule of Unit Bid Items, delays caused by failure of City personnel to arrive to perform subsidiary tasks, and delays caused by appointments that are missed or broken by a customer without a minimum of a 48 hour prior notice..

For each full hour delay over and above the first one hour of delay, and for each full hour in excess of the first four hours of leak detection work, the Contractor shall be entitled to an extra percent premium on the unit price bid for the particular work in question. Extra payment for delays must be verified and documented by the Inspector and approved by the Director of Public Utilities or his designee before any invoice for said repair is submitted by the Contractor.

Under no circumstances will extra payment be allowed on Base Bid Items, Special Projects, and Miscellaneous Repairs for delays caused by Contractor's error. These errors can include but are not limited to; incorrect measurements, incorrect material, equipment breakdown, delays due to weather conditions, delays due to traffic control restrictions or requirements, delays due to inaccurate underground information of other utilities; or delays due to other utility personnel failing to arrive when called. In matters of dispute on claims for extra payments, the decision of the Director of Public Utilities or his designee will be final.

The Contractor shall quote a percentage premium for extraordinary delays. See Calculation of Extraordinary Delay Premium Bid Sheet.

C-12 CONDUCT OF CONTRACTOR

Due to the unique relationship the Contractor has with the City, conduct and appearance of the Contractor, its employees, its subcontractor(s), and subcontractor employees bear a reflection on the City. The Contractor, its subcontractor(s), and all their employees are required to exhibit appearances and behavior that shows a high degree of professionalism when dealing with city officials, the public and its property. The Contractor's and subcontractor's vehicles and noticeable equipment shall be marked with the company's name or logo and parked in a proper safety zone in the public right of way not private property. In the event noteworthy indiscretions occur due

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to the conduct of the Contractor, its subcontractor(s), and/or their employees, the Director of Public Utilities or his designee has the right to terminate the job and/or suspend further work under the Contract as well as remove anyone violating our conduct policy from working for City on the Contract.

C-13 RESTROOM POLICY

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

A. Short Duration Projects

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

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

B. Longer Duration Projects

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

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

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C-14 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE

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

NOTE: Self-insurance is not acceptable.

- A. GENERAL LIABILITY. Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury. Such policy or policies shall be in an amount not less than a combined single limit of \$1,000,000.00 for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to, contractual liability, owners and Contractor's protective liability, personal injury as well as products/completed operations coverage of \$1,000,000.00. Such coverage shall be on an occurrence basis. Coverage shall not be on a claims made basis. If a deductible or self-insured retention is assumed, the deductible or self-insured retention shall not exceed \$50,000 per occurrence and in the aggregate.

This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the Contractor, or any property over which the Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

- B. SPECIAL HAZARDS. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:

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Business Automobile Liability. Business automobile insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of \$ 1,000,000.00 for bodily injury, including death, and property damage per occurrence.

- C. The 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.
- D. INDEMNIFICATION. The maintenance of such insurance as outlined shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance maintained. The Contractor shall hold the City, the Director of Public Utilities and his/her agents, and all named additionally insured and their agents, free and harmless from any injury or damage resulting from the negligent or faulty performance by the Contractor and its subcontractors.
- E. ADDITIONAL INSURED. The Contractor shall name all municipalities and political subdivisions in which work is performed under this contract as additional insured on the insurance policy or policies required in this provision. In addition to the City proper, the Contractor may perform work in the following municipalities and subdivisions:

EAST SIDE			WEST SIDE	
Beachwood	Hunting Valley	Russell Twp.	Bay Village	N. Royalton
Bedford	Lyndhurst	Sagamore Hills	Brecksville	Olmsted Falls
Bedford Hts	Macedonia	Shaker Hts.	Broadview Hts	Olmsted Twp.
Bentleyville	Maple Hts.	Solon	Brook Park	Parma
Boston Hts.	Mayfield Village	South Euclid	Brooklyn	Parma Hts.
Bratenahl	Moreland Hills	Twinsburg	Brooklyn Hts	Richfield Village
Cleveland Hts	N. Hills Water Dist	Twinsburg Twp.	Brunswick	Richfield Twp.
Cuyahoga Hts	Newburgh Hts.	University Hts.	Brunswick Hills	Rocky River
East Cleveland	North Randall	Valley View	Fairview Park	Seven Hills
Euclid	Northfield Ctr.	Walton Hills	Hinckley	Strongsville
Garfield Hts	Northfield Village	Warrensville Hts	Independence	Westlake
Gates Mills	Oakwood		Lakewood	
Glenwillow	Orange Village		Linndale	
Highland Hills	Pepper Pike		Middleburg Hts	
Highland Hts.	Reminderville		N. Olmsted	
Hudson	Richmond Hts.			

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C-15 PREVAILING RATES OF WAGES

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

C-16 LABOR AND MATERIAL SUPPLIERS

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

C-17 NO WAIVER OF LEGAL RIGHTS

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

C-18 INDEMNITY (Supplemental to General Conditions Section B-28)

- A. The Contractor will indemnify, keep and save harmless the City and their respective officers, agents and employees; and all additional insured and their respective officers, agents and employees, against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this contract by the Contractor, or as a result of the performance of this contract by the Contractor, whether or not it

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shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employee, and whether or not the person(s) injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall at its own expense defend the City, and all additional insured, in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees; or any additional insured, or any of its officers, agents or employees. Nothing herein shall be construed to limit the Contractor's indemnification obligations to the limits of insurance provided. The indemnification obligations shall survive any termination of the contract.

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

C-19 SAFETY

The Contractor shall follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 Code of federal Regulations 1910-1926). Violations of the standard set here within shall be consider a Failure to Perform see C-8.

- A. 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. Comply with all Federal, State, City, and DPU fire and safety requirements.
- B. The City will not insure the work under construction, nor against claims for injury to person(s) or property arising during prosecution of such work.

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- C. The Contractor will be held responsible for all damage to the work under construction, whether from fire, water, high winds, or other causes until final completion and acceptance, even though partial payments have been made under this contract. Contractor will be held answerable for all damages that may occur to person(s), property(ies), animal(s), or vehicle(s) from want of proper shoring, bracing, lighting, watching, boarding or enclosing, and for any accident arising from defective scaffolding or apparatus, and from any negligence on the part of the Contractor, his employees, subcontractors and employees thereof.
- D. The Contractor shall follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 Code of Federal Regulations 1910 and 1926).
- E. The Contractor shall employ a trench safety system, if required, in accordance with the Occupational Safety and Health Administration Standards (OSHA) 29 CFR 1926 Subpart P - Excavations. Contractor shall be aware that in the work he may encounter Type C soil conditions (i.e., water flowing freely), previously disturbed or excavated soils, traffic and surface encumbrances, and various utilities within the proposed excavated areas).

The Excavation Inspection and Entry Authorization Form to be used is part of the bid package, if applicable.

- F. OSHA regulations require that a competent person make daily inspection of the excavation prior to the start of the work day and as needed throughout the work day and/or shifts (29 CFR 1926 Subpart P). The OSHA regulation states in part: in order to be a competent person for the purpose of this standard, one must have had specific training in, and be knowledgeable about, soil analysis, the use of protective systems, and the requirements of this standard.
- G. For the purpose of meeting the requirements of OSHA 29 CFR 1926 Subpart P - Excavations, neither the City of Cleveland's Resident Inspector nor the Design Engineer's Inspector shall be the Contractor's competent person nor shall the City's Inspector or the Design Engineer's Inspector be required in any way to attest to the qualification of the Contractor's competent person.
- H. Under no circumstances shall extra payment be allowed for delays caused by the Contractor's failure to comply with OSHA standards and requirements, or for work that is done to cure any non-conforming work or defects due to Contractor's failure to comply with said OSHA standards and requirements.
- I. The Contractor shall submit a notarized affidavit to the City at the pre-commencement meeting naming the Contractor's competent person or persons for

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this Contract. The affidavit shall be submitted on the Contractor's letterhead, signed by the officer of the company, and shall be as the form that follows Section C.

Documentation of training must be provided at the pre-commencement meeting.

- J. The Contractor shall employ a fall protection plan, if required, in accordance with the Occupational Safety and Health Administration Standards (OSHA) 29 CFR 1926 Subpart M – Fall Protection.
- K. Contractor shall comply with the City's Safety Program. All Contractor employees shall attend the Safety Orientation Course prior to the start of Work.
- L. All safety requirements must be placed prior to each day's Work.
- M. The Contractor's Superintendent will conduct a daily Safety Review. Work shall not start until all safety requirements are in order.
- N. The Contractor shall provide a Waste Manifest signed by a facility representative and submitted to CWD upon project completion. A Waste Manifest is required when one or more of the following is included or added to the specific Work:
 - 1. Asbestos Abatement
 - 2. Hazardous material disposal required by federal, state or local codes.

C-20 PRE-COMMENCEMENT MEETING SAFETY REQUIREMENTS

Awarded Contractor and subcontractors shall provide DPU at the pre-commencement meeting the following:

- 1. Submit an affidavit attesting he has in place and fully implemented a written Health, Safety and Environmental plan and the plan is compliant with all applicable Federal, State and local regulations.
- 2. The name of the Contractor/subcontractor safety manager, contact information must be provided, so that DPU Safety Manager has on file. Copy of OSHA 30 card is also required.
- 3. Contractor's site-specific Safety Plan.
- 4. OSHA 300 logs for the last three years.
- 5. Copies of OSHA 30 cards for all supervisors (Contractor and subcontractors).

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6. Copies of OSHA 10 for all other workers (Contractor and subcontractors).
7. Contractors and subcontractor's roles and responsibilities assigned.
8. Anything else required by DPU's Contractor Safety Program.

C-21 CORRECTION OF MATHEMATICAL ERRORS

If a bidder makes any mathematical errors in the bid sheets such that some or all of the bid numbers are mathematically inconsistent with each other, 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:

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

If the correction of any errors has an effect on the award of the contract, only the directly affected bidders will be notified in writing of the corrections and their effect.

C-22 CITYWORKS REQUIREMENTS

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

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

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

The Contractor must supply the following:

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

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

1. City staff will initiate Work Orders within Cityworks and assign to the appropriate Contractor.
2. The assigned work will appear on the Contractor's Cityworks Inbox screen.
3. The Contractor will assign, perform and manage its work using Cityworks.
4. Immediately before any change of status requested by the Contractor (only the City will actually change statuses in Cityworks), the Contractor will update records in Cityworks.
5. The City will use Cityworks to manage inspections, quality control, work acceptance, etc.
6. When work is complete, the Contractor will generate the information needed to create invoices from Cityworks.
7. The City will use Cityworks to reconcile invoices and initiate the payment process.
8. For all Cityworks work orders, the Contractor must at a minimum fill in the following information: completed by, actual start date/time, actual finish date/time, photos (before and after work), line items and request for payment. Contractor must also request status changes from CWD staff as work progresses.
9. The City and Contractor will use Cityworks to manage hydrant inventory.

Field devices shall be an iOS-based device, with camera, and field internet connectivity of 5G or better.

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C-23 OH EPA FORMS

Required documentation includes the following (These forms may be submitted with the bid or submitted before Contract execution. Omission of this form will not make the bid non-responsive.):

(Copies of these forms are provided in Appendix A)

- A. Certification Regarding Debarment and Suspension - The Debarment form is required of the successful Bidder.
- B. DBE Utilization – The DBE Utilization goal is set at 0.0%. The DBE forms are to be completed and signed by each bidder. Bidder is to adhere to the City's Cleveland Small Business (CSB) Goal of 20%. In addition to Compliance with the Cleveland Area Business Code, the following forms are required of the successful Bidder.
 - DBE Subcontractor Participation Form 6100-2.
 - DBE Subcontractor Performance Form 6100-3.
 - DBE Subcontractor Utilization Form 6100-4.
- C. American Iron and Steel – The American Iron and Steel Acknowledgement is required of the successful Bidder.
- D. Build America, Buy America Act – The Build America, Buy America Act Acknowledgement is required of the successful Bidder.
- E. Other Forms as Required – Other forms may be requested and required of the Contractor per the State of Ohio Environmental Protection Agency as outlined in their WPCLF/WSRLA Contract Documents Review.

C-24 DAVIS-BACON WAGE RATE REQUIREMENTS

As used in these provisions "subrecipient" means City of Cleveland.

(a) The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

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(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the

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same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include

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an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized

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representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees --

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the

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applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision For Contracts In Excess Of \$100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

The following language must be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of \$2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

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(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contract Provision For Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of \$2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

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The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C-25 VIOLATING FACILITIES CLAUSE

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

C-26 SMALL BUSINESSES IN RURAL AREAS (SBRA)

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

C-27 MATERIALS TESTING

- A. Contractor shall appoint, employ, and pay for specified services of an independent firm to perform testing.
- B. The Contractor identified firm will perform tests and other services specified in individual specification sections and as required by the Engineer.
- C. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Engineer or the City.

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- D. Reports will be submitted by the independent firm to the Engineer and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform Work to Contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor by deducting testing charges from the Contract Price.

C-28 CONTINUOUS TREATMENT PROVISIONS

- A. The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant by-passing. Continuous treatment must be provided at the same level during construction as existed prior to construction.
- B. Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.
- C. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the Work required to complete their Contract.

END OF SECTION C

THE CONTRACTOR SHALL SUBMIT AT THE PRE-COMMENCEMENT MEETING, A NOTARIZED AFFIDAVIT FOR EACH COMPETENT PERSON AUTHORIZED TO INSPECT EXCAVATIONS AND AUTHORIZE ENTRY, STATING COMPLIANCE TO OSHA'S OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS. DOCUMENTATION OF TRAINING MUST BE PROVIDED WITH THE NOTARIZED AFFIDAVIT. THE AFFIDAVIT SHALL BE SUBMITTED IN THE FORM AND CONTAIN THE LANGUAGE INDICATED IN ON THE NEXT PAGE.

OSHA AFFIDAVIT

ENTITY'S NAME: _____

ENTITY'S MAILING ADDRESS _____

The undersigned certifies that _____ is/are a competent person(s) as defined in the Federal Register, Part II, C.F.R. 1926, Subpart P, Occupational Safety and Health Standards - Excavations; Final Rule, and he/she will perform the duties and responsibilities of the position on City of Cleveland, Division of Water Contract for Contractual Repair of Water Mains, Fire Hydrants, Valves, Service Connections, and Appurtenances - Area D, authorized by Ordinance No. 332-2025.

I hereby state that I have the legal authority to complete this affidavit on behalf of the above named entity and to the best of my knowledge and belief; the answer(s) herein is/are true and complete.

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

Telephone Number (____) ____ - ____

State of _____)

SS: _____

County of _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named _____, who acknowledged that (he/she) did sign the foregoing affidavit and that the same is (his/hers) free act and deed, personally and as a duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 20____.

NOTARY PUBLIC

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As directed by the City, the Contractor shall furnish all labor, tools, equipment and incidental materials as required to repair and/or replace leaking, defective or obsolete fire hydrants, valves, water mains, service connections and other water appurtenances of the water distribution system at locations to be specified by the City.

D-1 WORK BY THE CITY

The City will assign the work and provide GIS access to maps and measurements as required, and assist in locating valves and shutting off the water. Furthermore, the City will be responsible for acquiring all permits necessary for the performance of the work within the corporation limits of the City of Cleveland although the contractor may be required to perform data entry for said permits as specified in D-43 Permits. The Contractor shall be responsible for acquiring all permits necessary for the performance of the work outside the corporation limits of the City. The City will also perform any bacteriological testing which may be required.

D-2 OPERATING VALVES

The Contractor may operate valves 16" and smaller under the direction and supervision of the City Inspector. Unless specifically instructed to by the City, the Contractor shall not operate any valves larger than 16".

Any incidental work necessary to turn off any valve such as locating the valve box, exposing the valve box, clean out, etc., shall be done by the Contractor at no additional cost to the City. It is reasonable to expect all incidental work for each job assignment to take no more than one hour. The contractor may be compensated based on the established bid percentages under the delay item if time in excess of one hour is required.

D-3 CITY INSPECTOR

- A. When available, CWD will maintain at its own expense an Inspector at the work site who will act as the duly authorized representative of the Director of Public Utilities, and all work shall be performed by the Contractor in a manner satisfactory to the Inspector.
- B. The City's Inspector shall be authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to stop the use of material or suspend the work until the question at issue can be referred to and decided by the Director. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of the work or to issue instructions contrary to the specifications. The Inspector shall in no case act as foreman or perform other

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duties for the Contractor or interfere with the management of the work by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Director in any way or releasing the Contractor from the fulfillment of the terms of the contract.

- C. When an Inspector is not on site, the Contractor shall maintain communications with their Inspector via phone. Before backfilling, prior authorization by CWD must be given or the Contractor will be required to expose their work at their own expense. Time spent waiting on the Inspector to arrive shall be paid under C-10 Delays to Contractor.
- D. The Contractor shall not be entitled to any claims for loss of time, damages or anticipated profit due to any time lost from suspension of work and from the referral of the questions at issue to said Director or his/her representative.

D-4 AREAS AND ASSIGNMENT OF CREWS

- A. Definition of Areas

The service district of CWD has been divided into four areas as follows:

Area A: Cleveland West: The Corporate limits of the City west of the Cuyahoga River.

Area B: Suburban West: All the Direct Service Suburbs west of the Cuyahoga River.

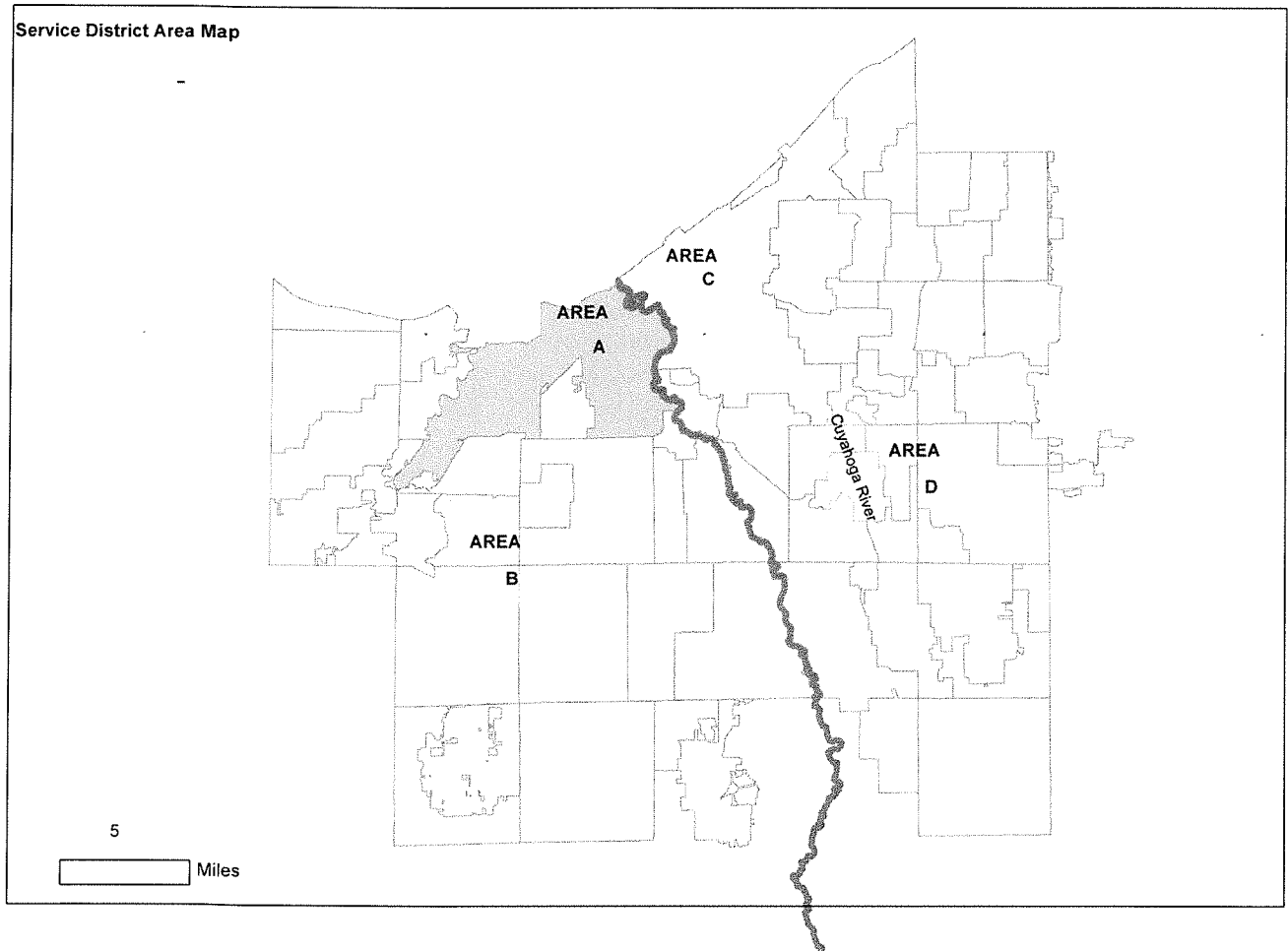
Area C: Cleveland East: The Corporate limits of the City east of the Cuyahoga River.

Area D: Suburban East: All the Direct Service Suburbs east of the Cuyahoga River.

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B. Deployment of Crews

For the purpose of clarifying the City's expectation of crew deployment, it is necessary to identify two primary types of crews that will be utilized. The first type of crew will be defined as a General Crew. General Crews will be used to perform all base water work items such as hydrant, valve, water main, or service connection repair and replacement. The second type of crew is Tree Lawn Crews who will be used for the purpose of restoring tree lawns only.

Tree Lawn Crews

In addition to the General Crew requirements, Tree Lawn Crews are to consist of professional landscapers and are to be assigned in sufficient quantity to complete all backlogged tree lawn restoration item as described in the Bid - Schedule of Items and keep up with additional tree lawn restoration needs that are a product of work done by CWD's in-house

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Distribution Maintenance Crews and work performed specifically on this contract.

Items and quantities for Backlogged Tree Lawn Restoration shall represent unfinished tree lawn restoration from the previous year that could not be performed due to weather constraints or other complications. It will be the Contractors responsibility to maintain the Tree Lawn Crews in sufficient quantities to see that the following criteria are met.

- All backlogged tree lawn restoration items must be completed within 45 calendar days from the day of assignment.
- Newly assigned tree lawn restoration jobs shall be completed in 30 calendar days or less, unless a written request is provided by the Contractor and a written approval is granted by CWD. No single assigned tree lawn should ever exceed 30 days from assignment to completion.

D-5 OUT OF AREA PREMIUM

The Contractor for each Area shall generally be required to perform work only in the Area for which it has been given an award. The City, however, may direct the Contractor to perform work outside of the designated Area for any number of reasons including, but not limited to:

- Resource Availability
- Emergency Repairs/Replacements
- No active contract for other area
- Coverage needs in that area

In such cases, the City shall pay a percentage premium on top of the Contractor's bid prices.

The Contractor shall quote a percentage premium for work performed outside of the designated Area. See Calculation of Allowance for Working Outside Area in the Bid - Schedule of Items.

D-6 SCHEDULED WORK

On a daily basis the Contractor shall submit a list via email of work orders scheduled for the following day. The list will come from Cityworks:

The e-mail shall include the following information:

- CWD Work Order Number for each job,
- Location address,
- OUPS Number for each job,
- Work Order Description,
- Contact information of Foremen and names of crewmembers working on each

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job

D-7 MONUMENTS AND LANDMARKS

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

D-8 TESTING AND FLUSHING

- A. All repairs and replacements shall be made in such a manner as to leave all joints watertight. Before backfill is placed around joints, the water main shall be tested under hydrostatic pressure available in the local water mains. The test will be maintained for a sufficient length of time to allow for a thorough examination for leakage. The joints shall be made absolutely tight under pressure, and any leakage shall be corrected by the Contractor and the main retested before any backfill is placed.
- B. Before placing a repaired section of main back in service all dirt and foreign matter shall be removed by a thorough flushing through hydrants. This shall be done after the excavation has been backfilled. Any bacteriological samples required will be taken by CWD at no expense to the Contractor. All newly installed copper tubing must be thoroughly flushed prior to connecting.

D-9 PINPOINTING LEAKS

Whenever the exact location of a leak on a water main, fire hydrant piping or service connection is not evident, and when directed by the City, the Contractor shall pinpoint the exact location of the leak by sounding, boring test holes and using probe bars. The use of electronic leak location equipment to pinpoint leaks is allowed but not required under the terms of this contract. The use of an impactor to pinpoint leaks is prohibited. CWD will not assist in pinpointing leaks. All correlating will be at the expense of the Contractor.

The base scope of water main repair and service connection work shall include up to four hours for a full crew of leak detection work, and the Contractor's bid price for such water main and service connection work shall cover such leak detection work. For every hour in excess of the first four hours the Contractor expends pinpointing leaks, the Contractor shall be paid at the same premium rate he/she bids for delays, and as explained in C-10, Delays to Contractor. The City shall have full discretion in determining how long or how short a time the Contractor shall expend pinpointing leaks.

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D-10 EXCAVATION

For Base Work, the Contractor shall provide all necessary excavation and backfill, up to eight feet deep, to complete the work, and shall include the costs associated with excavation and backfilling in the various Unit Bid Prices of the Base Work unless noted otherwise.

Before beginning any excavation, the Contractor shall provide and install barricades, warning lights and other necessary traffic and pedestrian control devices. Before breaking open any pavement, the Contractor shall square cut the pavement with a power saw (a hand-held saw is acceptable). Excavation shall be conducted carefully to avoid damaging any underground facilities. All required openings shall be dug to the alignment length and width to enable repairs to be made quickly with the least inconvenience to the public. The use of excavating machinery shall be used except in places where operation of same will cause damage to trees, buildings, utilities or underground structures. The preferred method when excavating around utilities and underground structures is hand digging. The use of a hydro excavator is at the contractor's convenience and along with a backhoe is often used routinely and should be accounted for in the baseline bid item. The Contractor shall take all necessary precautions, including the use of rubber street pads for outriggers, to protect all surfaces from damage.

The Contractor shall exercise caution to insure accessibility to hydrants, manhole covers, valve boxes, curb stop boxes, traffic signal control boxes, fire or police call boxes, and other utility controls. The Contractor shall also protect trees, fences (poles and fabric), guard rails, mailboxes, poles (utility and otherwise), walks, traffic signs and other property within or near the work site unless their removal is authorized by the City. Any damage to property will be satisfactorily restored.

The Contractor shall remove all existing structures, roadways, driveways, drainage pipes, fences, guardrails, mailboxes, and other similar materials necessary for the proper construction of the work, including pipe connections, drains, anchors, access manholes, and other appurtenant structures, and including any supplemental connections, all vault construction, and all other items required for installation. The excavation shall include the removal, handling, hauling, and disposal of materials encountered in the work and shall include all necessary dewatering, pumping, bailing, draining, sheeting and bracing.

All surplus material and such other material as the City may deem unfit for use as backfill including but not limited to asphalt, bricks, concrete and other excavated material shall be disposed of by the Contractor in an appropriate way so as to give a minimum of inconvenience to the public. The Contractor shall not temporarily deposit spoils at any other site, including vacant properties, even if the property owner should agree. In case of settlement after backfill, the Contractor shall supply sufficient material satisfactory to the City to make up for the deficiency.

In the storing of excavated material which is to be used as backfill, the Contractor shall exercise care so as to avoid inconveniencing the public. If in the opinion of the City it is necessary to remove this excavated material from the streets or lots, the Contractor shall immediately do so.

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Any material that may spill or drip from vehicles by hauling in the streets shall be removed and the streets cleaned by the Contractor in a timely manner, to the satisfaction of the City or the proper officials of the municipality in which the work is being done. When so directed by the City, the Contractor shall immediately remove all excavated materials from the site and dispose of the same.

The Contractor shall assume all responsibility for any added expense or other liability which may arise by means of quicksand, obstacles or conditions, foreseen and/or unforeseen encountered in the work.

The trench shall be dug to the alignment and depth required and only so far as required to perform the work to be done that day or as the City shall permit. The trench shall be so braced and drained so that workers may work therein safely and efficiently. It is essential that the discharge from pumps be led to natural drainage channels, to drains, or to sewers.

Trenches shall in every case be of sufficient width to permit the solid packing of backfill under and around pipes, satisfactory construction of all appurtenances and for such sheeting and shoring, pumping and draining as may be necessary.

The trench width may vary with and depend upon the depth of trench and the nature of the excavated material encountered; but in any case shall be of ample width to permit the work to be done properly and for the backfill to be placed and compacted properly. The minimum width of the unsheeted trench shall not be less than 18" larger than the outside diameter of the pipe except by the consent of the City; the maximum clear width of trench shall be not more than 2' greater than the outside pipe diameter. When sheeting and bracing is used, the trench width shall be increased accordingly. Sheeting and bracing or the use of trench boxes are required where excavation to the bottom of trench is 5' or greater. Contractor shall prepare and maintain at the site, an originally signed copy of the Excavation Inspection and Entry Authorization Form signed by the Competent Person. Only original signatures from the Competent Person are acceptable, photocopies of signature will be deemed non-compliant. The cost of furnishing and installing sheeting and bracing and the removal thereof and the furnishing and use of trench box(es) shall be deemed to be included in the Unit Bid Price for the Base Work performed.

Ledge rock, boulders, large stones, and shale shall be removed to provide a clearance of at least nine inches below all parts of the pipe, valves, or fittings. A clear width of a minimum of nine inches on each side of all pipe, valves and fittings shall also be provided.

The Contractor shall protect and maintain all excavations in good order during the construction, so as not to hinder or injure the pipe laying, pipe connections, vault construction, or other work; he/she shall take all reasonable precautions to prevent movement of the sides of such excavations; and shall remove at his/her own expense any material sliding into the excavation and shall satisfactorily replace and repair damaged excavations, also at his/her own expense.

Where excavations are to remain open, and access or traffic must be maintained during non-

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working hours, the Contractor shall cover such openings with recessed and anchored steel plates to maintain traffic as required. The steel decking shall be designed for anticipated heavy truck loading. Signage shall be placed to provide advanced warning to vehicular and pedestrian traffic.

All steel plates shall be recessed to street grade when used as a decking on asphalt pavement. When steel plates are used as decking on concrete pavement and laid directly on the existing pavements, they shall be securely anchored and cold patch or other approved pavement material shall be used around the edges as ramp material to eliminate the sharp edges. All equipment shall be out of roadways.

D-11 MATERIALS

With the exception of the tree lawn restoration items, bidders shall not include the cost of providing materials in any labor items. All materials for non-tree lawn related items shall be furnished by the Contractor with the exception of Fire Hydrants. The Contractor shall be compensated for materials based upon the prices established in the Materials Bid Items List.

Material items have been defined for complete material assemblies and should be bid accordingly. Should any individual parts of an assembly not be required on a particular job, the Contractor shall turn over such unused parts to the City. All materials provided by the Contractor shall be new and unused and on CWD's pre-approved list. The City may elect to furnish materials on any Item, in which cases the Contractor will invoice the City for Labor only. Upon request by the City, the Contractor shall submit their suppliers quoted price lists.

On Bid Items 1 thru 3, "hydrant items", the City will supply the entire fire hydrant including the upper barrel, lower barrel and hydrant shoe. Consequentially, no hydrants have been included in the material items on the Bid - Schedule of Items.

For any miscellaneous parts not included in the Materials Bid Item List, the City may compensate the Contractor for the materials purchased under the Material and Spare Parts Allowance Item. The Contractor must receive written authorization from CWD to use the Material and Spare Parts Allowance item prior to invoicing the City for said purchases. Items not authorized by CWD shall be furnished at the Contractor's expense. All handling, storage, inventory control and other associated costs shall be included in the prices bid for each material item and may not exceed 10% of the supplier's quoted material cost.

When directed by the City, the Contractor shall purchase materials that meet Build America, Buy America Act (BABA) and/or American Iron and Steel Act (AIS) standards. The Contractor shall sign forms documenting origin of manufacturing and purchase.

A. Connection Assemblies

For connection replacement work, 3/4" and 1", the Contractor shall provide and be paid for the material that comprises a complete Connection Assembly.

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City side Connection Assembly shall meet BABA and/or AIS standards and includes the following:

- Up to 100' of Type K Copper
- Incidental fittings
- One curb stop
- One strap saddle (as directed)
- Corporation stop

Owner's side Connection Assembly shall meet BABA and/or AIS standards and includes the following:

- Up to 100' of Type K Copper
- One flared 1" Angle Stop and Waste Valve
- Up to 25' of Type L or M Copper
- All incidental fittings and meter couplings
- Hydraulic Cement or Hydraulic sealant

For Connection Replacement work, 1½" - 2", the Contractor shall provide and be paid for the material that comprises a complete Connection Assembly.

Connection Assembly shall include:

- Up to 100' of Type K Copper
- All incidental Brass fittings and Brass Nipples
- Two Valves (Tap or Curb valve)
- One strap saddle (as directed)

The Contractor shall provide sufficient copper such that a single, continuous piece shall be installed from the corporation to the curb stop, and from curb stop to the stop and waste valve without splice or joint.

For Connection Repair work, ¾" – 2", the Contractor shall provide and be paid for the material that comprises a complete Connection Repair Assembly.

Connection Repair Assembly shall include:

- Up to 5' of Type K Copper
- 2 Compression fittings
- One Valve (Tap, Corporation/Curb Valve)

The Contractor shall supply material from the following approved list:

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Copper Tubing	
Manufacturer	Product Name
Wieland	Type K Copper Tube ($\frac{3}{4}$ " – 1")
ASTM-B88 Type K Copper NSF61 Approved (1½" - 2")	

Service Fittings	
Manufacturer	Product Name
A.Y. McDonald	Flared and compression service fittings; corporation adapters
Mueller	Flared and compression service fittings; corporation adapters
Ford	Flared and compression service fittings; corporation adapters

Curb Stops	
Manufacturer	Product Name
A.Y. McDonald	Inverted Plug and Ball Valve Curb Stops
Ford	Inverted Key Curb Stops
Ford	Ball Valve Curb Stops
Mueller	Inverted Key Curb Stops
Mueller	Mark II Oriseal Curb valves (1 ½" and 2")

Curb Stops Boxes (for Replacements only)	
Manufacturer	Bingham & Taylor

B. Curb Stop Boxes

Where required or directed by the City, the Contractor shall provide a complete curb stop box, comprised of the lower piece, the upper piece, and the cover.

The Contractor shall supply curb stop boxes from one of the following approved manufacturers: General Foundries, Bibby-Ste.-Croix, Bingham & Taylor, Star Pipe, Tyler Pipe or Sigma. For Connection Replacement $\frac{3}{4}$ " and 1", a Bingham & Taylor curb stop box must be installed to meet BABA and AIS standards.

C. Valves Assemblies

1. Valves Assemblies

For valve replacement work, sizes 3", 4", 6", 8", 12", and 16", the Contractor

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shall provide and be paid for the material that comprises a complete Valve Assembly. A Valve Assembly shall include:

- One Gate Valve
- Two Mechanical Joint Retainers
- Two Compression style couplings
- Two Ductile Iron nipples, min. 24" length each

2. Valve Rehabilitation

For rehabilitation of valve sizes 4", 6", 8", 10", 12", and 16" the Contractor shall provide and be paid for the material that comprises a complete rehabilitation. Parts shall include

- One set Bonnet Bolts (quantity depends on valve size and manufacturer)
- One set Stuffing Box (quantity depends on valve size and manufacturer)
- One Operating Nut
- One Valve Packing (In sufficient quantity to maintain seal)
- One Bonnet Gasket (Optional, only required if directed by Inspector)
- One "Stuffing Box" Gasket (Optional, only required if directed by Inspector)

The Contractor shall supply material from the following approved list:

Resilient Seated Wedge/Gate Valves (3" - 16")	
Manufacturer	Product Name
American Flow Control	Series 2500
Clow	Figure 3100 Series
East Jordan Iron Works	Flow Master
Kennedy	Ken-Seal II
Mueller	A2360
U.S. Pipe and Foundry	METROSEAL 250

Mechanical Joint Retainers (each complete with gland, gasket, and bolts)	
Manufacturer	Product Name
EBBA Iron Sales	Megalug
Ford Meter Box Co.	Uni-Flange
Romac Industries	RomaGrip
Sigma Corp.	One-Lok
Star Pipe Products	Series 3000

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Couplings	
Manufacturer	Product Name
Cascade Waterworks Mfg.	Style CDC Ductile Iron Couplings
Dresser	Styles 38, 138 & 162 Couplings
Ford	Ford Cast Couplings
Romac Industries, Inc.	Style 501 Couplings
Smith-Blair/Rockwell	441 Cast Couplings
Viking Johnson	Maxifit Couplings

Fittings	
Manufacturer	Product Name
Clow	MJ SSB-DI Class 350 Fittings
PipeLine Components, Inc.	MJ Fittings C153 Compact
Sigma Corp	Fittings MJ DI
Star Pipe Products	Fittings MJ DI
Tyler Pipe	MJ SSB-DI Class 350 Fittings
Union Foundry	MJ DI Class 350 Fittings
United States Pipe	Trim Tyte DI MJ

D. Hydrant Parts

The City will supply the entire fire hydrant including the upper barrel, lower barrel and hydrant shoe. Consequentially, no hydrants or hydrant assemblies have been included in the material items. However, certain incidental parts are required for Hydrant Items. These items are summarized below and are included in the Materials Bid Item List.

When performing the item entitled, Hydrant Replacement with New Hydrant and Mechanical Shoe, there are several methods to performing the tie in to the branch pipe. The City shall determine the appropriate method on a case-by-case basis. There are five methods identified below

1) Hydrant Accessories Type A

If the existing leaded shoe can be removed by saw cutting it longitudinally, and splitting it with a wedge whereby it can be removed without damaging the existing spigot pipe end, then only one joint restraint gland kit is required.

2) Hydrant Accessories Type B:

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If the existing pipe must be cut between the branch valve and the existing hydrant, then the following parts are required:

- Compression style coupling
- 18' or less of ductile iron pipe
- Joint restraint gland kit

3) Hydrant Accessories Type C

If the hydrant requires an offset in order to reposition it and must be cut between the branch valve and the existing hydrant then the following materials are required:

- Fitting (Offset 22.5- ,45- , or 90 degree bend)
- One compression style coupling
- 18' or less of ductile iron pipe
- 3-joint restraint gland kits

4) Hydrant Accessories Type D

If the hydrant and hydrant branch needs to be replaced, the following materials are required:

- One valve
- 18' or less of ductile iron pipe
- Fitting (Offset 22.5- ,45- , or 90 degree bend)
- One compression style coupling
- 3-joint restraint gland kits

5) Hydrant Accessories type E

If the full hydrant assembly (including main line tee, valve, branch pipe and hydrant) needs to be replaced or a new hydrant installation, the following materials are required:

- One Tee (main size x 6")
- Two compression style couplings (same diameter as the water main)
- Two joint restraint gland kits (same diameter as the water main)
- Two 2' pipe nipples (same diameter as the water main)
- One 6" valve
- 18' or less of ductile iron pipe for hydrant branch
- Fitting (Offset 22.5- ,45- , or 90 degree bend)
- Four joint restraint gland kits (6" in diameter)

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Furthermore, if riser sections are required to adjust the hydrant to grade on any hydrant installation, risers are to be furnished by the Contractor at the price bid for risers.

E. Valve Boxes

Where required or directed by the City, the Contractor shall provide a complete valve box for gate valves 16" and smaller. A Valve Box shall include the lower piece, the upper piece, and the cover.

The Contractor shall supply Valve Boxes from one of the following approved manufacturers: Tyler Pipe, Sigma, General Foundries, Bibby-Ste-Croix, Bingham & Taylor or Star Pipe.

F. Spool-piece Assemblies

For main repairs requiring that a spool piece be installed for main sizes 3", 4", 6", 8", 10", 12", and 16", the Contractor shall provide and be paid for the material that comprises a complete Spool-piece Assembly. A Spool-piece Assembly may also be used to plug any Tee, Cross, or large tapped connection.

Assembly shall include:

- Two compression style couplings
- 18' or less ductile Iron pipe

G. Sewer Spool-Piece Assemblies

For sewer repairs requiring that a spool piece be installed for sewer sizes 4", 6", 8", 10", 12", and 16", the Contractor shall provide and be paid for the material that comprises a complete Sewer Spool-piece Assembly.

Assembly shall include:

- Two approved couplings
- 10' or less of municipality approved pipe

H. City Supplied Material

The Contractor may be directed to pick up the hydrants and various other materials from locations designated by the City. The Contractor shall separate from his/her own material and shall provide and maintain separate permanent-type housing for City Supplied Hydrants. The City's Inspector will make periodic inventory inspections of City Supplied Hydrants stored at the Contractor's site. At the end

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of the Contract, the City will conduct a final inventory of all City Supplied Hydrants. The Contractor shall turn over to the City all unused Hydrants and any other miscellaneous materials in quantities determined by the City in its final inventory.

1. Hydrant Acquisition Procedures

The securing of hydrant materials will be as follows:

- a. CWD will furnish complete hydrants consisting of Upper barrel, lower barrel, and hydrant shoes. The City may opt to only furnish hydrants with a bury depth of 6-1/2' and a nominal size of 4" or 6". Other sizes may be approved and/or provided by CWD.
- b. The Contractor will obtain material at the Division of Water, Central Warehouse at the Harvard Yard facility located at 4600 Harvard Avenue, Newburgh Heights, Ohio 44105. Pick-ups from the Central Warehouse must be pre-arranged with the Central Warehouse Manager. Hydrant material will be distributed directly to the Contractor with a CWD Inspector and/or Inspector Supervisor in attendance.
- c. The Contractor shall be required to follow all procedures established by the CWD Central Warehouse and to properly fill out and sign all requisition forms as required, in order to obtain or to return hydrant materials. The Contractor will be held responsible for the cost of any items requisitioned from CWD that are lost, stolen, or otherwise not locatable and returnable to CWD. Cost will be deducted from the current invoice.
- d. Utilizing Cityworks, the Contractor shall be required to manage and update Hydrant Inventory within 12 hours of the installation of a new hydrant. This will consist of removing the hydrant from the "Actual" Material tab and updating the Custom Fields.

2. Storage of CWD Materials

The Contractor shall erect separate and distinct housing for hydrant materials for inventory tracking purposes. Hydrants shall be stored in an organized fashion to expedite all inventory inspections. Items shall be well delineated and clearly marked.

CWD will make periodic inventory inspections. CWD reserves the right to enter the Contractor facilities and make inventory inspections at any time and without advanced notice. At a minimum, CWD will conduct scheduled quarterly and final, end-of-contract inventories of all items supplied to the Contractor as well as those installed on jobs at which time the Contractor shall halt all hydrant work to

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cooperate and assist in the inventory assessment. The Contractor shall maintain an accurate count of hydrants received. Until the Inventory is balanced, lost time is at the Contractor's expense. Dates for the Service Level Agreement will not be adjusted. The inventory shall be conducted at a single site, regardless of how many subs the Contractor has. The Contractor shall unload all vehicles, sorting and placing all stock into the consolidated stockpile. The Contractor is responsible for any and all unused material assigned to them, any missing inventory shall be the contractor's responsibility. CWD has the right to hold final invoice until all inventory has been accounted for. All materials, supplies, tools, and other items provided by CWD to the Contractor in the performance of this Contract remain the sole property of CWD.

3. Specialized Equipment and Tools

The City will **not** furnish any specialized tools such as valve keys, valve box cleaners or foot valve removal tools.

I. Materials and Spare Parts Allowance

Material, with the exception of fire hydrants unless directed by the City, shall generally be provided in this Contract per the provisions in the preceding paragraphs. However, there may be occasions when the Contractor shall be required to furnish materials or parts not explicitly called out in the other line items of this contract. These materials or parts could be relatively minor items related to a line item being performed by the Contractor, or could be stand-alone material, potentially of greater significance, such as concrete pipe lengths, concrete fittings, pipe liners, miscellaneous adapters and transition fittings, or other non-standard parts. The City will reimburse the Contractor for these parts at cost plus a 10% handling fee, utilizing the Material and Spare Parts Allowance designated in the Bid – Schedule of Items.

The Contractor shall not procure these parts without prior authorization from the City. The Contractor shall submit original receipts for such parts with his/her invoice.

J. Salvaged Material

1. Salvaged materials are defined as *any and all* materials that are either: (a) removed from the job site, or (b) unused portions of new materials acquired from CWD. This applies to reusable materials, supplies, and tools as well as obsolete ones. Such salvaged materials include hydrants, hydrant parts, valves, fittings, pipe, lead, and any other items removed during a repair/replacement job. Any and all salvaged materials remain the sole property of CWD.

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After the time of award, during the Pre-Commencement Meeting, CWD will convey the procedure for handling salvaged materials. The City may require the Contractor to deliver salvaged materials (reusable and/or scrap) to CWD under a regular and recurring schedule set by CWD.

Salvaged materials brought back to CWD will be reconciled with the inventory list described under Storage of CWD Materials, and will be accompanied by a separate inventory list. Still, the Contractor must have adequate facilities on its grounds to separately house and sort the different types of materials/supplies by new, reusable, and scrap.

All items with the exception of salvageable nozzles and caps that fall under definition (a) will become the property of the contractor.

K. Aircock and Flush Valve Assembly

The Contractor shall provide and be paid for the material that comprises a complete aircock and flush assembly.

Assembly shall include:

- 2" Air Relief Valve
- Brass Fitting and Nipples
- Flush Pipe

L. Anode Bag

- 32lb High Potential Magnesium Anode which conforms to ASTM B843
- Includes thermite welding equipment and necessary wire to attach anode to water main

D-12 BACKFILL

All backfilling shall be accomplished by one of two ways: Granular Backfill, or Flowable Fill Backfill. Granular backfill is to be included in the base bid for all items requiring backfill. Granular backfill shall be considered the default backfill method. The City alone shall determine which method will be used for each excavation.

A. Granular Backfill

All excavations in pavement areas are to be backfilled under the Granular Backfill Method using limestone graded as per ODOT 411 or ODOT 304.02. The backfill material shall consist of uncoated particles of clean, sound, durable rock in angular pieces. All tree lawn excavations that are to be backfilled under the Granular

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Backfill Method shall be backfilled with a natural bank sand, graded from fine to coarse, not lumpy or frozen, and free from slag, cinders, ashes, rubbish or other deleterious or objectionable material. It shall not contain a total of more than 10% by weight of loam and clay, and all material must be capable of being passed through a 3/4" inch sieve. Not more than 5% shall remain on a #4 sieve. The Contractor shall provide all backfill material at his/her expense including the removal of unsuitable fill

Backfill shall be carefully placed under and around the pipe up to the spring line and compacted. Compaction shall be accomplished as follows:

Backfill shall be placed in lifts of 12" or less and compacted mechanically by approved compaction equipment. Puddling or ponding shall not be used as compaction methods. All backfill must meet the standard of 95% compaction as measured by the Standard Procter Compaction Test. The City will perform spot checks of Procter Compaction. The Contractor shall remove backfill and replace and recompact any backfilled hole that fails to meet the Procter Test requirements. All precautions must be taken to eliminate future settlement. Backfill shall not be made with frozen materials nor shall any fills be made where the material in the ditch is frozen. Backfill includes all backfilling material; the replacing of drains and culverts and other surface and subsurface structures; the placing and maintaining of temporary sidewalks and driveways; and replacement of trees and shrubbery damaged by the Contractor; and all appurtenant work incidental thereto.

In pavement areas the Contractor shall then overlay the backfill with a temporary paving. The temporary paving shall consist of a 2" topping of an asphaltic material such as T 60 (known as Cold Patch). All final repaving of road surfaces will be the responsibility of the Division of Water at no expense to the Contractor. For excavations where the Contractor is directed to pour permanent concrete paving, the Contractor shall be fully responsible for the excavation until he/she paves it. For excavations that the City will pave, the Contractor shall be fully responsible for the excavation and backfill for 10 calendar days after it is exposed to road traffic.

B. Flowable Fill (Low Strength Mortar Backfill)

When determined by the City, Flowable Fill Backfill shall be used. The City alone shall determine which backfill method will be used for each excavation. Granular backfill shall be considered the default backfill method and should be the only backfill considered in the base bids. When directed by the City to use the Flowable Fill Backfill Method, the Contractor shall be paid a premium, based on the cubic yards of flowable fill used. The premium is a bid item and is included in the Bid - Schedule of Items.

Flowable Fill, aka Low Strength Mortar Backfill, shall be provided as described:

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1. Certificates of Compliance shall be submitted demonstrating compliance with the mix design specified herein. Certificates in excess of one year will not be accepted. Certificates must contain the name of supplier, date, contract number and mix design data on the delivery tickets.

2. Materials

The low-density backfill material shall conform to the requirements stated herein:

- a. Cement – all cement shall be ASTM C-150 Type I
- b. No Fly Ash will be permitted
- c. Fine Aggregate
 - 1) This material shall conform to Ohio Department of Transportation Specification 703.03 (Ohio Department of Transportation Specifications Book 1/1/02, Fine Aggregate for Mortar or Grout).
 - 2) The fine aggregate shall be natural sand or sand manufactured from stone only. No sand manufactured from air-cooled blast-furnace slag is permitted. No spent foundry sand or core sand will be permitted.
 - 3) Performance Enhancing Admixture

An air-enhancing admixture shall be incorporated in the mix that will have the effect of lowering the wet density to between 95 and 105 lbs. per cubic foot. The entrained air content for this mix shall be 30% so as to eliminate excessive bleed water and segregation. Compressive strengths of between 50 psi to 80 psi at 28 days will be required to allow further excavation by machine or hand digging.

Approval Admixtures:

<u>Manufacturer</u>	<u>Product Name</u>
a. Master Builders	Rheofill
b. Axim	Flow Air
c. W.R. Grace	DaraFill
d. Or Engineer approved equal.	

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C. Flowable Fill Mix Design

The mix design shall be proportioned as follows:

Cement (Type I)	50 lbs/cubic yard
Sand (SSD)*	2475 lbs/cubic yard
Water	25 gallons/cubic yard
Admixture (Air)	3 oz/cubic yard
*saturated-surface-dry	

D. Procedures for Placing Flowable Fill

1. After the water section is repaired, replaced, or examined as needed, remove the existing pavement 2' on each side of the trench.
2. Adequately support, shore up, or otherwise protect underground utilities whenever exposed in the trench. Extend supports a minimum of 12" each side of trench. Band or tie utility to bridge for its full length. Where bridging cannot be supported by a firm foundation, provide vertical support, including any lateral bracing necessary to provide firm support. Use native hardwood for timber supports and bracing, a minimum of 6" square. If the utility encountered is a ferrous metal product, the exposed sections of the utility shall be polyethylene wrapped using AWWA C105, Method C.
3. Maintain adequate clearance between cutting edge of excavating equipment and underground utility to avoid damage to utility.
4. Place polyethylene wrap around exposed water main pipe in accordance with AWWA C105 Method C. AWWA C105, Method A may be followed if a new section of water main pipe is required and installed in the course of the work.
5. Make any repairs to damaged sections of the polyethylene wrap per AWWA C105 prior to the initiation of the backfilling operation.
6. Place the pipe bedding material (sand) to form a point 4" below the water pipe. Also bring the bedding material 6" above the bottom of any valve box bonnet or extension at valves.
7. Place pipe bedding material (sand) in 24" above top of pipe and compact by hand or mechanical tamping. Complete backfill of excavation per Municipality's Standards.
8. Carefully place and tamp so as not to damage or displace joints or pipe. Do not drop material directly on pipe.

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9. Block cracks or other openings in adjacent exposed utilities to prevent entrance of flowable fill. Seal or tape joints of water box extensions to prevent entrance of flowable fill.
10. Discharge the flowable fill material from the mixer and bring up uniformly to the existing pavement subgrade for normal-set mix or to the existing pavement surface for fast-set mix. All flowable fill shall be delivered in a mixing truck.
11. For repairs extending beyond the edge of pavement, backfill any portion of the repair excavation within any area exposed below a line drawn at 45 degrees to the horizontal from the surface at the edge of pavement or back of curb and above the horizontal plane of the pipe embedment material with flowable fill.
12. Place steel plates over the repair area for a minimum of 12 hours for the normal-set mixture or a minimum of four hours for the fast-set mix. Prior to placing the steel plates over the fast-set mix, sprinkle sand on the surface of the freshly placed flowable fill.
13. For a normal-set mix repair, remove the steel plates after a minimum of 12 hours curing time, cut and remove existing pavement to the benching limits as shown in the attached detail and make permanent pavement repair replacement in accordance with City standards.
14. For fast-set mix repair, remove the steel plates after a minimum of four hours curing time and restore the normal traffic patterns. The flowable fill in the repair area can then be removed at a later date to receive the permanent pavement repair per the City standards.
15. When flowable fill is used to fill the excavation to the existing pavement grade, the steel plates can be removed after the proper curing period and normal traffic flow can be restored for a short period, but the permanent pavement replacement must occur no later than 72 hours after the completion of the curing period.

When directed by the City to use the Flowable Fill Backfill Method, the Contractor shall be paid a premium, based on the cubic yards of flowable fill used. The premium is a bid item and is included in the Bid - Schedule of Items.

All steel plates used to cover flowable filled excavations shall be ramped with cold patch and pinned. When directed to use the Flowable Fill Backfill Method, the Contractor shall be paid a premium, based on the cubic yards of flowable fill used. See Bid - Schedule of Items.

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D-13 PIPE WORKMANSHIP

A. Laying Pipe

1. Proper and suitable tools and appliances for the safe and convenient handling and laying of pipes and fittings shall be used. Great care shall be taken to prevent the pipe coating from being damaged, particularly on the inside of pipes and fittings. The Contractor is responsible for examining all replacement pipe and appurtenances for defects.
2. If any defective pipe or fitting is discovered after having been laid, it shall be removed and replaced with a sound pipe or fitting in a satisfactory manner by the Contractor at The Contractor's own expense. All pipes and fittings shall be thoroughly cleaned before they are laid, and shall be kept clean. Open ends of pipes shall be kept plugged with a bulkhead during construction.
3. Pipe laid into trench shall be laid to a firm and even bearing for its full length and conform to the lines and grades specified. Precautions shall be taken against floating.

B. Cutting Pipe

Whenever the pipes require cutting to fit into the lines the work shall be done in a satisfactory manner to leave a smooth end at right angles to the axis of the pipe. Flame cutting is not permitted.

C. Joints

In removing old pipe or fittings, joints must be cut out. In no event shall excessive hammering, pulling, twisting or swiveling be used to break joints. All new joints shall be restrained by the means of an approved make and model of mechanical joint retainers.

D. Field Painting

After installation, all bolts and nuts on valves, compression couplings, and other bolted fittings shall be cleaned and painted with three field coats of bitumastic paint, unless otherwise directed.

E. Anode Installation

1. When a water main is exposed, a 32-pound high Potential Magnesium Anode shall be installed on the main per CWD's directions.

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2. The anode shall meet the following criteria:
 - a. Conform to ASTM B843
 - b. Open circuit potential: 1.75 to 1.77 volts
 - c. Chemical Compositions:
 - i. Aluminum: .010 PCT maximum
 - ii. Manganese: 0.5 to 1.3 PCT
 - iii. Silicon: 0.05 PCT maximum
 - iv. Copper 0.02 PCT maximum
 - v. Nickel: 0.0001 PCT maximum
 - vi. Iron: 0.03 PCT maximum
 - vii. Other impurities: 0.05 PCT maximum or 0.3 PCT maximum total
 - viii. Magnesium: remainder
3. The anode shall be provided in package from with the anode surrounded by specially prepared quick-wetting backfill and contained in a water permeable cloth or paper sack.
4. Chemical Composition of backfill material:
 - a. Gypsum: 75 PCT
 - b. Bentonite: 20 PCT
 - c. Sodium Sulfate: 5PCT
 - d. CorrPro or Engineer approved equal
5. Install anodes in existing soils (free from rocks, roots, organic material, trash, or other debris) and backfill with minimum of six inches of existing soil.
 - a. Do not install anode in sand, rock, or gravel backfill
6. Provide minimum anode spacing of two feet from other pipelines.
7. Pre-soak anode with 5 gallons of water after placement, but before backfilling, unless groundwater covers the anode.
 - a. Thermite Welding of Anode Wires
8. Thermite Welding Equipment
 - a. Follow equipment manufacturer's instructions.
 - b. Use equipment and molds to accommodate wire size, metallic structure's shape, and wire position of attachment.
 - c. Before a mold is used, remove and clean slag, dirt, and other foreign matter from mold.
 - d. Cartridge and charge size: Based on manufacturer's recommendations for specific application.
9. Surface Preparation
 - a. Surfaces with little to no coating:

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- i. Clean to bare metal by grinding or filing area approximately, 2 inches square to produce bright metal surface.
 - ii. Remove coating, dirt, mill scale, oxide, grease, moisture, and other foreign matter from weld areas.
 - b. Surfaces with high performance or thick coating:
 - i. Cut 3-inch square window through coating and clean 3-inch square surface to bright metal, avoiding damage to surrounding coating.
- 10. Preparation for Welding
 - a. Before welding, remove wire insulation as required to fit the mold, avoiding damage to exposed copper wire.
 - b. If wire is cut or nicked over halfway through its diameter, cut off and strip new end.
 - c. If manufacturer requires use of copper sleeve, crimp it securely to wire and remove excess wire protruding from end of sleeve.
- 11. Test Connection
 - a. After charge is set, remove mold and chip slag from weld area with welder's hammer.
 - b. Strike top and sides of weld hammer to test bond of connection.
 - c. If weld does not hold, remove scrap weld material, clean, and begin weld process again.
- 12. Weld Caps
 - a. After weld has passed tests for soundness, clean thermite weld and area around it.
 - b. Coat exposed pipe metal surface with Royston Roybond 747 or Engineer approved equal.
 - c. Apply Royston Handy Cap or Engineer approved equal over thermite weld following the manufacturer's recommendations.

D-14 PIPE REPAIRS

Water main, fire hydrant branch piping, and service connection leaks shall be first pinpointed, and then repaired either by the installation of repair clamps, by replacement of mechanical joint bolts, nuts, gaskets and rings, or by replacing sections of pipe and fittings as directed by CWD. CWD shall determine the method of repair for all repairs.

- A. When directed by the City, the Contractor shall install a repair clamp over the leaking pipe. Prior to installing the repair clamp, the Contractor shall insure the pipe to be clean and free from loose corrosion and dirt. The clamp shall be installed with the use of torque wrenches and torqued to the setting specified by the repair clamp manufacturer.

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- B. Whenever piping is required to be removed, the cuts shall be made so as to leave a smooth end at right angles to the axis of the pipe. Under no circumstances will flame cutting be allowed.
- C. In removing old leaded pipe or fittings, all joints must be cut out. Under no circumstances will hammering, pulling, twisting, or swiveling be used to break joints.
- D. Where it has been determined that a bell must be removed to effect repairs, a coupling shall be used to properly connect the piping.
- E. In the repair of mechanical joint pipe, all bolts and nuts shall be replaced and if necessary a new split ring and gasket shall be properly installed.
- F. In the repair of a mechanical joint tee, cross, elbow or other fittings, all joints shall be exposed and all bolts and nuts shall be replaced and if necessary new split rings and gaskets properly installed.
- G. Proper and suitable tools and appliances shall be used in handling pipe. Care shall be taken to prevent interior or exterior pipe coatings from being damaged. All pipe and fittings shall be carefully examined by the Contractor for defects and any defective pipe or fittings shall be returned to the City. All defective material installed shall be replaced or repaired by the Contractor at no extra cost to the City.
- H. All pipe and fittings shall be thoroughly cleaned before they are laid, be kept clean, open ends bulk headed during repairs, and when laid conform to line and grade necessary to make repairs in a workmanlike manner.
- I. All bolted appurtenances shall be coated first with bitumastic tar according to the latest ANSI/AWWA specification and wrapped with a 10 mil polyethylene material to prevent contact between the appurtenance and the surrounding soil. The polyethylene wrapping material and bitumastic tar shall be furnished by the Contractor at his/her expense.
- J. When directed by the City, the Contractor shall rod and clamp a joint spanning a fitting transition. This work will include installing clamp sets as specified by the clamp manufacturers with caution not to over torque the clamps. Next, 5/8" threaded rods shall be inserted through the clamps. Nuts shall be placed on the threaded rods and tightened as specified by the manufacturer. The number of clamp sections and threaded rods will vary depending on the pipe size and must follow all manufacturers' requirements.

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- K. It is the intent of these specifications to secure first class workmanship consistent with generally accepted practices. Repairs shall be made in accordance with applicable requirements of CWD. In disputes over workmanship, the decisions of the Director will be final.
- L. All repairs will be hydrostatically tested using normal static pressure available in the area. All leaks in the repaired portion must be corrected by and at the expense of the Contractor before backfilling.
- M. The Contractor shall perform in a safe manner all work necessary and required to restore the hydrant to full operating capacity in a safe and timely manner and in accordance with all applicable OSHA safety regulations.
- N. Contractor shall furnish As-Builts on all repairs, as specified.

D-15 HYDRANT REPLACEMENT WITH NEW HYDRANT AND MECHANICAL SHOE

The contractor shall locate branch valve and if necessary clean out valve box or dig up shifted box in order to make a shutoff. The Contractor shall excavate down to and around the existing hydrant shoe and remove the shoe and hydrant by cutting the branch piping and extending the branch with a solid sleeve or compression coupling and short piece of pipe as to locate the hydrant to its original position. The branch piping shall be thoroughly cleaned to remove any dirt or debris that could compromise a pressure tight seal. The Contractor shall properly connect a hydrant shoe, at locations ordered, and install 5-1/4" or 4-1/2" hydrant, complete as directed by the CWD inspector, including the extension of the branch piping, if necessary. All hydrants shall be set to grade as specified below, including risers and mechanical offsets as necessary. When directed by the City, the Contractor shall place the new hydrant in a location different from its original location.

All hydrant nozzles shall be greased with a "Food Grade Grease" such as Fuchs FM Grease 387, Citgo Clarion Food Machinery Grease No.2, Exxon Mobile FM222 or Lubriplate Super FGL-2. Do not, under any circumstances, use grease labeled EP (extreme pressure) or HT (high temperature) or any grease containing calcium acetate as an additive or petroleum products.

This item shall include 18-feet or less of branch piping. If additional branch piping is required for the purpose of extending the hydrant or replacing additional portions of the existing branch piping, as directed by the City, the Contractor may use the item entitled, Material and Spare Parts Allowance for Branch Piping.

When directed by the City, the Contractor shall remove and replace nozzles to match the suburban nozzle style requirement. This will entail removing the Cleveland Standard Thread Nozzles and installing a set of National Standard Nozzles and caps on all the hydrant outlets or removing just the steamer nozzle (4-1/2" outlet) and installing a Storz Nozzles in its place. Specific to the manufacturer, all salvageable nozzles and caps shall be reused at the time of replacement; therefore not billable to CWD. Unused salvageable nozzles and caps shall be used on future hydrant repairs at

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no cost to CWD and remain the property of the Division of Water. The City may request all salvaged hydrant parts at any time. The labor cost of nozzle replacement shall be included in the Bid Unit Price for this item. All new nozzles and caps shall be furnished by the Contractor and paid for based upon the Bid Unit Price in the Materials section of the Bid - Schedule of Items.

This item shall include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith.

Hydrants shall be placed in a manner to provide complete use, and in such a manner that minimizes the possibility of damage from improper installation. Hydrants and valves shall be thoroughly cleaned to remove dirt or foreign matter before setting. Hydrants shall be installed with the steamer nozzle cap at 18" above finished grade to ensure easy removal of nozzle caps and meet fire department requirements. Unless otherwise directed the replacement of any hydrant shall conform to the following:

A. Location Regarding Curb Lines

When placed behind the curb the hydrant barrel shall be set so that the center of the barrel will be no less than 3' from the gutter face of the curb, or deviate from its present location, except by consent of the CWD Inspector.

B. Location Regarding Sidewalk

When set in the lawn space between the curb and the sidewalk, or between the sidewalk and the property line, no portion of the hydrant nozzle cap shall be within 6" of the sidewalk. At no time shall hydrants be placed on private property.

C. Position of Hydrant and Nozzles

The hydrant shall stand plumb, with the 4-1/2" nozzle pointing toward the curb. When hydrant branch piping is parallel with, or not right angles to the curb, the Contractor shall release swivel head bolts and adjust hydrant nozzles to face the curb at the proper angle. The Contractor shall install National Standard nozzles and caps or Storz nozzle where required. The hydrant's final position shall be plumb when viewed both perpendicular and parallel to the street or roadway. Care shall be taken to ensure that the hydrant is plumb when viewed perpendicular to the street or roadway prior to tightening the retaining gland at the connection between branch piping and the hydrant shoe. All new branch piping shall be installed level to ensure the hydrant can be installed plumb when viewed parallel to the street or roadway. If any portion of the existing branch piping is being reused and is not level, adjustments shall be made by deflecting intermediate joints within the manufacturer's maximum recommended deflection limits. If the existing branch piping is out of level and joint deflection cannot correct the problem, the Inspector will determine if the hydrant may be installed out of plumb

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when viewed parallel from the street or roadway or if a complete hydrant assembly shall be replaced including the tee at the main. It is the Contractor's responsibility to identify branch piping that is out of level prior to installing the hydrant. If the installation of a complete hydrant assembly including the tee is determined to be the solution for maintaining level branch and the plumb of the hydrant, the Contractor shall be paid for the items that make up a complete hydrant assemble but not for the originally intended items.

D. Connection to Branch

The hydrant shall be connected to the branch pipe with a mechanical ductile iron shoe.

E. Drainage at Hydrant

Drainage shall be provided from at least 1' below the base of the hydrant by filling around the shoe with $\frac{3}{4}$ " washed gravel to at least 18" above the waste opening at the top of the hydrant shoe and cover with a 4' by 4' poly barrier, prior to backfill. 18" above the waste opening must be marked on the barrel and documented with photos. Wherever a hydrant is replaced in rock, clay or other impervious soil, the trench shall be widened and deepened on each side of hydrant base, which space shall be filled compact with coarse gravel or broken stone mixed with coarse sand of sufficient quantity to absorb all water to be drained from the hydrant when the foot valve is closed. Immediately after the installation of a hydrant, the contractor shall verify that the hydrant drains properly. It should not take more than 90 seconds to drain the entire hydrant barrel with the water level starting at the invert of the steamer nozzle. No payment will be made for hydrants that do not drain properly in the opinion of the City. No additional payment shall be made by the City to correct drainage problems on newly installed hydrants; the Contractor is to correct the problem at his/her expense.

F. Anchorage for Hydrant

The hydrant shall be set on a stone slab or similar foundation and the base of the hydrant well braced against the end of the trench with concrete blocks, hardwood backing ("thrust block"), or it shall be tied to the pipe with suitable rods or clamps in order to resist thrust as approved by the City. All bends, whether horizontal or vertical shall require the use of concrete thrust blocks as defined in CWD standard detail number STD-006.

G. Final Setting

The final setting of hydrants will be set to grade as specified by the hydrant manufacturer. No hydrants will be set at more than 4" above grade and no hydrant

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is to be set below grade. When permitted by the CWD Inspector, the Contractor may use a riser section to adjust the final grade within the stated limits.

D-16 REPLACEMENT OF HYDRANT, REPLACEMENT OR OVERHAUL OF HYDRANT BRANCH VALVE, AND REPLACEMENT OF INTERMEDIATE BRANCH PIPING COMPLETE

When directed by the City, the Contractor shall replace the existing hydrant, replace or overhaul branch valve and replace all the intermediate piping between the branch valve and hydrant. Under the supervision of the CWD inspector, the contractor shall shut down the portion of water main to isolate the hydrant branch. Once the branch has been isolated, the Contractor shall install a new mechanical hydrant as defined in Hydrant Replacement with New Hydrant and Mechanical Shoe, Install branch piping using mechanical joint restraint at each fitting or joint, and Install a new Resilient-Seated Gate Valve. The valve is to connect to the remaining branch piping by installing the valve onto the pipe and restraining it with a mechanical joint. If the outside diameter ("OD") of the existing branch pipe does not fit appropriately onto the bell end of the valve, a nipple and compression transition coupling may be utilized to make the connection. All connections must be restrained by methods defined in Hydrant Replacement with New Hydrant and Mechanical Shoe. All hydrants shall be set to grade as specified below, including risers and mechanical offsets as necessary. When directed by the City, the Contractor shall place the new hydrant in a location different from its original location. When directed by the CWD Inspector, the Contractor shall overhaul the existing branch valve. If a branch valve is replaced, at no time shall the valve be placed in the curb line.

When directed by the City the Contractor shall remove and replace nozzles to match the suburban nozzle style requirement. This will entail removing the Cleveland Standard Thread Nozzles and installing a set of National Standard Nozzles and caps on all the hydrant outlets or removing just the steamer nozzle (4-1/2" outlet) and installing a Storz Nozzles in its place. Specific to the manufacturer, all salvageable nozzles and caps shall be reused at the time of replacement; therefore not billable to CWD. Unused salvageable nozzles and caps shall be used on future hydrant repairs at no cost to CWD and remain the property of the Division of Water. The City may request all salvaged hydrant parts at any time. The labor cost of nozzle replacement shall be included in the Bid Unit Price for this item. All new nozzles and caps shall be furnished by the Contractor and paid for based upon the Bid Unit Price in the Materials section of the Bid - Schedule of Items.

This item shall include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith.

D-17 REPLACEMENT OR NEW INSTALL OF HYDRANT, HYDRANT BRANCH VALVE, BRANCH PIPING AND MAIN LINE TEE COMPLETE

When directed by the City, the Contractor shall replace the existing hydrant, the main line tee and everything between the two including the branch valve and all the intermediate piping and fittings.

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When directed by the City, the Contractor shall install a new main line tee, branch valve, branch piping and hydrant where none previously existed.

Under the supervision of the CWD Inspector, the Contractor shall shut down the portion of water main to isolate the hydrant branch or section needed for new installation of hydrant. Once the branch has been isolated, the Contractor shall install the following:

- A new mechanical hydrant as defined in Hydrant Replacement with New Hydrant and Mechanical Shoe.
- The branch piping between the hydrant shoe and the branch valve using mechanical joint restraint at each fitting and joint.
- A new Resilient-Seated Gate Valve.
- The branch piping between the branch valve and the main line tee.
- The main line tee as described in Replacement of Main Line Tee.

All connections must be restrained by methods defined in Hydrant Replacement with New Hydrant and Mechanical Shoe. All hydrants shall be set to grade as specified below, including risers and mechanical offsets as necessary. When directed by the City, the Contractor shall place the new hydrant in a location different from its original location. At no time shall the valve be placed in the curb line.

When directed by the City, the Contractor shall remove and replace nozzles to match the suburban nozzle style requirement. This will entail removing the Cleveland Standard Thread Nozzles and installing a set of National Standard Nozzles and caps on all the hydrant outlets or removing just the steamer nozzle (4-½" outlet) and installing a Storz Nozzles in its place. Specific to the manufacturer, all salvageable nozzles and caps shall be reused at the time of replacement; therefore, not billable to CWD. Unused salvageable nozzles and caps shall be used on future hydrant repairs at no cost to CWD and remain the property of CWD. The City may request all salvaged hydrant parts at any time. The labor cost of nozzle replacement shall be included in the Bid Unit Price for this item. All new nozzles and caps shall be furnished by the Contractor and paid for based upon the Bid Unit Price in the Materials section of the Bid - Schedule of Items.

This item shall include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith.

D-18 MISCELLANEOUS HYDRANT REPAIR WITH NO EXCAVATION

Under this item the contractor shall complete Miscellaneous Hydrant Repair to make the hydrant operable which includes: general maintenance not limited to lubrication, replacing operating nuts, bolt replacements, seized caps and nozzles, cross threading, foot valve replacement, broken couplings and damaged flange which includes other materials needed supplied by the Contractor. Upon completion of all repairs, all hydrants shall be tested and flushed.

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D-19 MISCELLANEOUS HYDRANT REPAIR WITH EXCAVATION

Under this item, the contractor shall locate branch valve and if necessary clean out valve box or dig up shifted box in order to make a shutoff. The Contractor shall be responsible for all work necessary to make the hydrant operable, which includes excavation in order to correct drainage issues, which includes; but not limited to clearing weep holes, adding adequate amount of stone (see D-15), plastic barrier and tee bolts. This item shall include general maintenance specified in D-19. Upon completion of all repairs, all hydrants shall be tested and flushed.

D-20 REPLACEMENT OF TEES

This item shall cover for the replacement of tees 16" in diameter or smaller. Under this item the Contractor shall cut out the tee connecting one main to another or the main line to the hydrant branch piping, or main line to service connections (3" and above) and replace said tee with new tee as described herewith.

Cuts shall be made to remove the existing leaded or damaged tee. A new mechanical tee shall be installed with solid sleeves, mechanical joint retainer glands and nipples cut to size. Compression couplings may be used in lieu of solid sleeves with mechanical joint retainer glands when approved by the City. For this item, tapping sleeves shall be considered as tees.

This item shall include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith. Upon completion of all repairs, all hydrants shall be tested and flushed.

D-21 3" - 16" VALVE LOCATE, REHABILITATION, REPLACEMENT, OR NEW INSTALLATION WITH VALVE BOX INSTALLATION

When directed by the City, the Contractor shall remove an existing valve, 16" in diameter and smaller, and replace it with a new valve. The Contractor shall also, when directed by the City, install new valves where none now exist, at locations determined by the City. When directed by the City to rehabilitate an existing valve, the contractor shall perform the entire valve rehabilitation procedure as described herewith. The Contractor shall be paid based on the item quoted in the Bid - Schedule of Items regardless of the method direct by the city.

In all cases a new valve box (upper section, lower section, and lid) shall be placed over valve and set to grade as specified.

A. Valve Box Locate, Flushout and Operate with no Excavation

When directed by the City, the Contractor shall locate, flush out and operate existing valve box and ensure the valve is operable on 1½" - 16" valves. No mechanical excavation is required, but a test shut shall be required to confirm the valve operates properly. This item shall not be paid in combination with

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D-21 B, C or D.

B. Valve Box Locate, Reset and/or Raise to Grade with Excavation

When directed by the City, the Contractor shall locate, reset and/or raise to grade by excavating the existing valve box and ensure the valve is operable on 1½" - 16" valves. If operable, a new box top, bottom and lid shall be set to grade and backfilled. A test shut shall be required to confirm the valve operates properly. This item shall include all excavation, shoring, maintenance and safety of excavated area as specified herewith. This item shall not be paid in combination with D-21 A, C or D.

C. Main Line Valve Replacement and New Valve Installations

When directed by the City, the Contractor shall locate and remove the existing valve, 3" - 16" and smaller, and replace it with a new Resilient-Seated Gate Valve. This item shall also apply to hydrant branch valves and service connection valves 3" and larger. The Contractor shall also, when directed by the City, install new valves where none now exist, at locations determined by the City. New valves will be hub-ended. Before cutting existing pipe, the Contractor shall have prepared the new valve by connecting cut nipples to the valve. The nipples shall then be tied to the existing pipe by using compression couplings or solid sleeves as directed by the City. The same bid item shall be used for new main valve installations as is used for replacement purposes. This item shall not be paid in combination with D-21 A or B.

D. Valve Rehabilitation (Overhaul)

When directed by the City, the Contractor shall locate and rehabilitate existing valves 4" - 16" and smaller including hydrant branch valves and service connection valves 4" and larger. A complete rehabilitation will include all of the following:

1. The stuffing box shall be repacked.
2. The Contractor shall replace all stuffing box bolts and bonnet bolts with new bolts.
3. The operating nut shall be removed and replaced with a new operating nut and the stem shall be tapped with a hold down bolt.
4. Prior to overhaul, the Contractor shall perform a test shut to confirm the valve operates properly.

This item shall not be paid in combination with D-21 A or B.

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For valves larger than 16" the Contractor when directed by the City shall provide the labor to repair an inoperable valve. This work will be limited to repairs to the stem and gear box. The work shall include pumping out or dewatering the vault and performing all standard safety precautions. The Contractor shall identify the problem and remove the worn or damaged components. Said components shall then be given to the City who will fabricate, repair or replace the worn or damaged components and return them to the Contractor. The Contractor shall then install the new or refurbished components back into the valve. All work associated with such work shall be paid for under the item entitled Crew Time as defined in the Miscellaneous Repair Work Section.

D-22 REPLACEMENT OF FLUSH ASSEMBLY/AIRCOCK

When directed by the City, the Contractor shall replace existing aircocks and flush valve assemblies. For instances where none are present, the Contractor shall be instructed by CWD to install a new aircock or flush valve assembly. The Contractor shall be paid based on the item quoted in the Bid - Schedule of Items regardless of the method direct by the City.

In all cases new valve boxes (upper section, lower section, and lid) shall be placed over valve and flush pipe and set to grade as specified. When directed to replace, the contractor shall, remove the existing valve, nipples and flush pipe and install new. Drill ¼ " hole in the 90 degree elbow and backfill with ¾" washed gravel. This item shall include all excavation saw-cutting of concrete, removal of concrete, and backfill. Contractor must supply measurements and as-builts. (See Standard Details for Air Relief)

D-23 REPLACEMENT OF FITTING OR SECTION OF PIPE (18' OF PIPE OR LESS)

When directed by the City, the Contractor shall be required to "cut out" a fitting or a section of pipe 18' or less and install a replacement fitting or spool piece cut to length using solid sleeves and mechanical retainer glands. The piping may be any portion of pipe and may include a fitting such as tee, a wye, a 90-, 45-, or 22-1/2-degree bend. If a bend happens to fall within the limits of the piping to be repaired, the Contractor is to replace said fitting with a new mechanical fitting, solid sleeves or compression couplings, and spool pieces cut to length. The Contractor is to connect back to existing piping and restrain all joints with mechanical retainer glands where possible. If a joint cannot be restrained with the use of a mechanical retainer gland and in the opinion of the City, the joint needs to be restrained; the contractor shall restrain the joint by rodding and clamping or using a field lock gasket as specified.

This item shall include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith.

If the section of pipe is greater than 18' in length, the additional length shall be paid for under the item Material and Spare Parts Allowance.

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D-24 PIPE REPAIR USING A REPAIR CLAMP/TEE BOLTS

When directed by the City, the Contractor will be required to install a repair clamp along the water main, hydrant branch piping, or service connection to repair a leak. If the repair is found to be on a mechanical joint, the Contractor shall replace tee bolts as needed. If the repair is on a hydrant branch between the branch valve and the hydrant, the Contractor shall locate branch valve and if necessary clean out valve box or dig up shifted box in order to make a shutoff. If the repair is on a hydrant branch between the main line tee and the branch valve or on the main line, the Contractor must shut down the portion of water main to isolate the repair under the supervision of the CWD inspector. For service connections repairs 1½" or larger, the tap valves shall be used to isolate the connections to make the repair. The contractor shall locate the tap valve and if necessary clean out the valve box or dig up the shifted box in order to operate the tap valve shutoff. If no valve is available and in the City's opinion, a repair clamp can be installed without shutting down the connection, the contractor shall install the repair clamp while the connection is live. Otherwise, the Contractor must shut down the portion of water main to isolate the connection repair under the supervision of the CWD Inspector.

This item shall include all excavation, shoring, maintenance and safety of excavated areas, and restoration as specified herewith.

D-25 SERVICE CONNECTION WORK

The Contractor shall be directed to perform various work on service connections. Service connections through 8" shall be located, repaired, replaced, or plugged and abandoned as directed by the Director. This may require cutting out and replacing the defective pipe or fitting, or may require the removal and replacement of the entire service connection. Excavation and Backfill and test shuts shall be included in the Base Bid Line Items as defined in D-10 Excavation on all assigned items. An assigned item is defined as a Bid Item directed by the City to be performed in advance of excavation. However, there are two items in the Bid – Schedule of Items entitled:

- "Replace service connections from water main to curb stop in association with an assigned item, and backfill with granular material, as specified"
- "Plug and abandon service connection in association with assigned item by using repair clamp or by shutting corporation valve (method to be determined by CWD), and backfill with granular material, as specified",

For these items, neither excavation nor backfill shall be included as they have already been accounted for on an assigned Item. The City will not pay for excavation or backfill redundantly, for work identified as a result of the excavation of an assigned item.

These items shall be used in cases where additional connection plugging or replacement work is identified after the initial excavation is made in association with the assigned Unit Bid Item. The

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Contractor is to include all work involved in performing said items as defined herewith but shall exclude the cost of mobilization, setup, excavation and backfill of the assigned item.

A. Connection Pluggings

The Contractor shall plug at the water main and abandon service connections when directed to do so by the Director. Where a vault is involved, the ring & cover and top three layers of bricks shall be removed and the vault backfilled. Curb stop boxes shall be broken off a foot below grade and backfilled.

- Service connections 1½" and smaller may require the Contractor to remove the saddle, tapping sleeve, and valves from the water main and to cover the opening in the water main with a repair clamp.
- Plugging service connections 2" and larger where a tee is found shall be made by the following method: The tee shall be cut out, and replaced with an appropriately sized section of pipe and Dresser style couplings, installed as outlined in Water Main Repair. This item may also be used to abandon a main 16" in diameter or smaller that "tees" or "wyes" into another main.
- Service connections 1" and smaller may require the Contractor to: (1) remove the existing corporation stop or ferrule and to cover the opening in the water main with a repair clamp, or (2) shut off the corporation stop. The Contractor shall then cut the service connection line and remove the gooseneck.

B. Connection Replacements

Service connections 1" and smaller which are to be replaced shall be replaced from the water main to the curb stop with new copper tubing of a diameter selected by the City. Each copper connection shall be installed as a continuous, single piece without joints or splices. The Contractor shall install a new curb stop and replace the corporation stop by re-tapping the main, as directed by the City. The Contractor shall furnish and have available a tapping machine for making up to 1" taps on site. The tap shall be made by the Contractor under the direction of the City. Taps larger than 1", if required, shall be made by CWD, including furnishing the tapping machine, at no charge to the Contractor. The Contractor should still prep the hole. All connection replacements shall include plugging the existing service connection and shall include the labor cost in the Base Bid Line item.

- Service Connection Replacements ¾" and 1", the Contractor shall meet BABA and/or AIS standards, see D-11 Materials.
- Service Connection Replacements 1½" - 2", the Contractor is to replace or install a new connection from a new tee or tap sleeve to a new curve valve.

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This item shall include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith.

C. Connection Repairs

The Contractor shall repair service connections $\frac{3}{4}$ " – 2", when directed by the City. Repairs can include but not limited to replacing corporation, tap valve, defective portion of pipe or curb stop. This item shall include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith.

D. Locate, Dig Up, Identify and Replace City-Side Service Connection

The Contractor shall make use of all existing records and locating equipment to locate and assess curb stop boxes. When directed by the City, if the material identified is lead, galvanized or connection is determined to need to be replaced by CWD, the Contractor shall replace the service connection as described in D-25 B. There will be no additional compensation if the contractor is unable to complete on the day of excavation. This item shall not be paid in combination with other dig up base bid items and include all excavation, shoring, maintenance and safety of excavated area, and restoration as specified herewith.

E. Dig Ups With and Without Excavation

Locate, Flush out and Operate Curb Stop - When directed by the City, the Contractor shall make use of all existing records and locating equipment to locate and assess curb stop boxes along the frontage of a specified address. If the curb stop box is not visible at the ground surface, the Contractor shall probe for the box in the area where the curb stop box should be located based on records and/or locating equipment. Once the box is located it shall be opened, cleaned, operated and assessed. If operable, the curb stop shall be left in the open position, and the work order shall be considered completed unless specified otherwise by the Division of Water. No mechanical excavation will be required unless otherwise directed by CWD. This item shall not be paid in combination with the Dig Up, Identify, and Operate Curb stop line item.

If one of the following occurs:

- the curb stop box cannot be located
- the curb stop box is shifted
- the curb stop is damaged
- the curb stop is not operable or accessible

F. Locate, Dig Up, Identify Material, and Operate Curb Stop - When directed by the City, the Contractor shall make use of all existing records and locating equipment

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to locate and assess curb boxes along the frontage of a specified address. Contractor shall expose the curb stop and a minimum of 1-foot in each direction of both City-owned and Customer-owned service line to determine the pipe material on both sides of the curb stop. Contractor shall document with color images in CityWorks the type of pipe material and the orientation of the service line ownership using physical labels that are placed in the excavation beside the pipes, ensuring both the pipe material and labels are clearly visible in images. The curb stop, if operable shall be left in the open position unless specified otherwise by the Division of Water. This item shall include all excavation, saw-cutting of concrete, removal of concrete, and backfill as necessary but shall not include restoration. Contractor must supply measurements when completing a dig-up.

D-26 REPLACE OWNER'S SIDE CONNECTION

- A. When a customer-owned service line needs replaced, the City shall contact the property owner to obtain necessary authorization for the work to be performed and to schedule the service line replacement date. The Contractor must make themselves available to perform the Work on the Assigned date. A service line replacement means that all lead and downstream galvanized steel service line connection material from the curb stop to the stop and waste valve in the building will be replaced with a new 1" diameter service connection as selected by the City. This item shall include all excavations, backfill, shoring, boring, jacking, pushing and pulling of the service connection, maintenance, safety of excavated area, and restoration as specified herewith.
- B. All material shall be new and unused. All connections must be made with approved flare or compression fittings. Piping material shall be Type K Copper. No intermediate joints shall be permitted between curb valve and the stop and waste valve. The Contractor must supply a flared stop and waste valve and it must be installed within 18" of the new copper service line point of entry. Meter shall be placed at new point of entry after the stop and waste. All cost associated with internal plumbing and moving of the meter shall be inclusive in this Base Bid Item. Stop and waste valves must be supplied from the following list of approved manufacturers. The Contractor shall meet BABA and/or AIS standards, see D-11 Materials.

MANUFACTURER	MODEL
A. Y. McDonald	Inverted Plug Design
A. Y. McDonald	Ball Valve Design
Ford	Inverted Key Curb Stops
Ford	Ball Valve Curb Stops
Mueller	Inverted Key Curb Stops

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- C. Water service connections are to be installed a minimum of 5½" deep. A 1' vertical and 5' horizontal clearance from other utilities and facilities shall be maintained at all times. The Contractor shall assume each property has gas, electric, water, sewer (sanitary and storm), telephone and cable utility connections. These utility connections may or may not be shown on drawings and if shown their accuracy is not guaranteed. The Contractor shall verify the existence and location of all utilities, duct banks, and utility connections before installation of water service connections.
- D. Whenever possible the new 1" service connection shall be pushed, pulled, bored, or "moled" between the home/building and the excavation at the curb stop to minimize property disturbance. When obstructions are identified, the owner side connection shall be installed by open cutting.
- E. Foundation floors and walls where the existing service line was removed and where the new copper service enters the building shall be made water tight using hydraulic cement as manufactured by Quickrete, UGL Drylok, or an Engineer approved equal, or hydraulic sealant such as Quickrete Polymer Concrete Crack Sealant, Loctite Tite Foam Gaps and Cracks Sealant, or an Engineer approved equal. Contractor shall follow manufacturer's recommendations for installation including size of gap to be sealed, substrate and surface preparation. No additional payment will be made for additional excavations needed as a result of obstructions.
- F. The water service connection shall be bedded with sand. Whenever possible, a minimum of 3" of bedding and 12" of cover of sand will be required around water service connections.

The sand used for bedding and cover shall be natural bank sand, meeting the requirements of O.D.O.T. Item 703, Aggregate, Section 703.02 Aggregate for Portland Cement graded from fine to coarse, not lumpy or frozen, and free from slag, cinders, ashes, rubbish, or other deleterious or objectionable material. The sand used for bedding shall not contain a total of more than 10% by weight of loam and clay and all such material must be capable of being passed through a ¾" sieve. Not more than 5% shall remain on #4 sieves. The Contractor must use special care in placing this portion of sand bedding, so as to avoid injuring the copper tubing. The sand bedding shall be tamped in thin layers of 6" on each side of the pipe, and thoroughly compacted so as to eliminate the risk of settling.

Only after the 1' sand cover has been satisfactorily compacted work may proceed in placing the remaining. All precautions must be taken to eliminate future settlement.

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All surplus material and such other material as the City may deem unfit for use as backfill shall be disposed of by the Contractor in a manner so as to give a minimum of inconvenience to the public. In case of settlement after backfill, the Contractor shall supply material of sufficient type and quantity, at his or her expense, satisfactory to the City, sufficiently compacted, to make up for the deficiency. In the storing of excavated material which is to be used as backfill, the Contractor shall exercise care so as to avoid inconveniencing the public.

D-27 OWNER'S SERVICE CONNECTION, ADDITIONAL FOOTAGE

In the event that a water service connection requires more than 100' of copper tubing be installed, this item is intended to cover all additional copper tubing in excess of 100'. This item is to bid at a cost per linear foot of additional copper.

D-28 TEMPORARY WATER MAINS AND SERVICE CONNECTIONS

- A. The Contractor shall mobilize, install and maintain temporary water mains as directed by the City. A 24-hour emergency contact for maintenance shall be provided by the Contractor to the City. Temporary Water Mains & Service Connections including mobilization and maintenance may be used as a standalone work order or in combination with Special Projects. The cost for all work required as specified shall be included in the Bid - Schedule of Items for Temporary Water Mains & Service Connections.
- B. The Contractor shall furnish all necessary labor, tools, material and equipment for temporary water mains, and service connections where service connections are encountered. The Contractor shall provide, install and remove temporary water mains and temporary connections to all premises and services in a manner such that water service continues uninterrupted. Temporary water mains shall be placed on one or both sides of the street so as to provide service only to those connections on the side of the street on which the particular temporary main is located. The temporary mains shall not obstruct any streets, sidewalks, ADA ramps or driveways.
- C. The temporary water main for ordinary size service connections (1" or less) shall be a minimum of 2" inside diameter pipe and fittings with supplemental 2" connections from existing fire hydrants or taps on adjacent existing water mains. The temporary water main for service connections larger than 1" shall be a minimum of 4" inside diameter pipe fittings with supplemental 2" connections from adjacent existing fire hydrants or taps on adjacent existing water mains. Minimum size requirements for temporary bypass water lines shall in addition include a 4" minimum inside diameter pipe on at least one side of any street where a water main is taken out of service. If the City is of the opinion that the size of

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the temporary water main to be furnished at any point is not sufficient, the City may order 6" inside diameter or 8" inside diameter size be used. Where traffic or other conditions warrant, the City may also order that only galvanized steel bypass pipe and fittings be used. This material requirement, when ordered, is not coupled to the sizing requirements; the City may require such material on any size bypass pipe.

- D. The Contractor shall provide enough isolation valves in the temporary water main system such that pipe segments on each side of the street of each street block can be isolated. In no case shall segments of pipe between valves be longer than 1000'.
- E. The temporary water main pipe and all appurtenances shall be furnished and retained by the Contractor. The temporary water main pipe and appurtenances furnished shall be clean and in such condition that it may be tested, flushed and subjected to and produce satisfactory water samples as required by the City. All connecting and reconnecting of service connections shall be made by the Contractor under the supervision of the City.
- F. The Contractor shall furnish all temporary water mains and appurtenances, including the furnishing, installing, removing and relocating of tees, plugs, caps, outlets, valves, risers, clamps and blocking. The Contractor shall provide temporary water main protection where temporary mains or services cross sidewalks, driveways, ADA ramps or roadways. All lines crossing streets shall be trenched across to allow bypass pipe to lie flush with the pavement surface. No ramping will be allowed except for side streets approved by the City. The Contractor shall provide supplementary connections where valves with nipples have been removed, where adjacent water mains connect, or where ordered by the City.
- G. The Contractor shall furnish necessary hoses, valves, pipe and fittings for water service connections. The Contractor shall only connect to an outside hose bib or sill cock, unless otherwise approved by the City. All connections to outside hose bibs or sill cocks shall be supplied with a Y connector. All hoses shall be NSF 61 compliant.
- H. The Contractor shall make a reasonable effort to shut off connections at the service stop box where possible. If service stop box is not available, the Contractor shall shut off the connections inside the residence or building, and shall clear service connections using internal plumbing. The Contractor shall not be paid any extra allowance if required to shut a connection within a building or clear service connections using internal plumbing. All such costs shall be included in the Bid.
- I. The size of the temporary connection shall be of at least the same size as the

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permanent connection that has gone to the building unless the connection is larger than the bypass piping. If the permanent connection is larger than the bypass piping, then the temporary connection will be of the same size as the bypass piping.

- J. The Contractor shall furnish all necessary labor, tools, material and equipment to provide, install and remove 4" temporary fire hydrant outlet assemblies on the temporary water mains. The 4" temporary fire hydrant outlet assembly shall be complete and comply with standard arrangement STD – H14 and STD – H16 (see Appendix C) which is made a part of these specifications and enclosed herein and also on file at the Division of Water, Public Utilities Building, 1201 Lakeside Avenue, Cleveland, Ohio 44114.

The Contractor shall provide protection in streets, sidewalks, ADA ramps, and driveways. The temporary hydrants shall have operating nuts of the slotted type; no pentagon nuts shall be used.

The Contractor shall be required to install 4" temporary fire hydrant outlet assemblies at each location where a permanent fire hydrant is taken out of service or used for a temporary water main connection unless specifically waived by the Director of Public Utilities with the concurrence of Chief of the Division of Fire, Department of Public Safety, 1645 Superior Avenue, Cleveland, Ohio or the Suburban Fire Chief. The Contractor shall also provide additional hydrants where so ordered by the City.

- K. The temporary water mains shall be flushed and successfully sampled before being placed into service.
- L. The Contractor shall take all precautions necessary to prevent damages and maintain temporary water service when freezing water is possible. The Contractor shall insure that no temporary connections freeze up, and that no ice forms on roadways, sidewalks or other access areas.
- M. Where in the course of installing or removing temporary water lines and service connections any portion of the permanent service connection is disturbed or damaged, it shall be repaired or replaced by the Contractor. The Contractor shall notify the City in ample time to assess the extent of work required and inspect the repair or replacement to avoid unnecessary delay in restoring the service connection. The Contractor shall furnish all necessary labor, materials, tools and equipment and shall do all excavating, backfilling and repaving as may be required. The City will make no specific or separate payment or allowance for such work.

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D-29 SEWER REPAIR

Contractor is responsible for all repairs necessary to sewers and curb drains in excavation that are marked in accordance with OUPS at the contractor's expense. Curb Drains will not be marked by OUPS and should not be damaged and assumed to be existing in areas where repairs are required. Base Bid Line Items will only cover mismarked sewers (not curb drains) damaged by the Contractor. Up to 10' of the sewer shall be repaired with municipality approved sewer pipe and couplings.

D-30 AS-BUILTS AND DOCUMENTATION

When specified, items shall include the submittal of an as-built and other various documentation as defined herewith. The as-built and documentation shall be included as part of the work performed associated with the item. When an as-built and documentation is required and not submitted, the item performed shall be considered incomplete. Payment for items assigned and performed where no as-built and documentation is provided shall be withheld until the as-built and documentation is provided.

- A. As-builts – Any time pipes, valves, hydrants, or fittings of any type are added, removed, or modified, a sketch shall be required that fully defines all changes made. The sketch must be provided on a clean 8-1/2" x 11" or large sheet of paper and include the following information:

The Work Order Number associated with the Item(s) performed and the location of the work site, options include:

Address of an adjacent home or building:

1. Location of work as a measurement and direction referenced from an existing hydrant or valve box
2. Location of work as a measurement and direction referenced from a nearby street intersection
3. Street Intersection and quadrant (NE,NW,SE, SW)
4. GPS coordinate

The location of the piping infrastructure modification - Reference measurements (distances and directions) to existing hydrants or valve boxes as to precisely identify all the tie in points to the existing distribution system alteration.

The dimensions between fittings, valves, and other piping appurtenances. - Reference measurements along all modified piping with dimensions between the

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(distances and directions) to existing hydrants or valve boxes as to precisely identify all tie-in points to the existing distribution system.

Materials information – All makes and models of the following shall be clearly identified on the sketch:

1. Pipe
2. Valves
3. Hydrants
4. Fittings
5. and Vaults

When a job/work order does not require any geographic reconfiguration but does still contain a location and list of materials used such as in the case of a valve overhaul or hydrant head replacement item, documentation shall still be required containing all the applicable information stated above.

- B. Documentation – In addition to the as-built requirements defined above, all jobs/work order shall also require documentation in the form of photos or video clips as specified by the CWD inspector.

Before and After Photos/video of work site – It shall be a requirement that a minimum of two photos/videos are taken before any excavation is performed and two photos/videos are taken after the contractor's final restoration work is complete. One of the two before and after photos/videos shall show a house of building in the background as to clearly verify the general location of the work. The other before and after picture shall show the limits of the actual work performed as large as possible within the frame of the photo/video.

Before and after photos/video of water work – It shall be a requirement that a minimum of two photos/videos are to be taken after all necessary excavation has been performed but before any alterations or repairs are made to the water distribution system. Similarly, two photos/videos are taken after the contractor's completion of the water work. These photos will clearly indicate all new pipe, valves, hydrants, fittings, anode bags and valve boxes. One of the two before and after photos/videos shall show a house or building in the background as to clearly verify the general location of the work. The other before and after picture shall show the water work performed as large as possible within the frame of the photo/video.

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D-31 EXTRA EXCAVATION AND BACKFILL

If the Contractor excavates at the location indicated by CWD, and no leak is found or no repair is made within the excavation, the Contractor will be entitled to a payment for Extra Excavation and Backfill. In no instance will payment for Extra Excavation be authorized for any excavation up to 8' deep necessary to perform the work covered in these specifications. For excavations deeper than 8' and up to 32' deep, the Contractor will be paid for Extra Excavation and Backfill.

Payment for Extra Excavation and Backfill shall be based on cubic yards of material excavated. See the Bid - Schedule of Items.

D-32 MISCELLANEOUS CREW TIME

Contractor-bid line items shall always be used, unless work is outside the scope of the line items, in which case allowances shall be used. Work outside of Base Bid Line Items (Items 1-47) must be authorized by the City in advance.

Miscellaneous Crew Time shall be an average hourly rate of a standard, typical crew that would normally be used to complete a Base Bid item such as water main, valve, hydrant, or connections repair. It shall include the total labor and equipment cost to provide the following personnel and equipment:

- One Foreman
- One General Laborer
- One Operator including a backhoe
- One Truck Driver including a Truck
- One Dump Truck/Commercial Pick-up, a trailer, and compressor and all other tools and equipment associated with a standard Base Bid Item used for excavation and repairs

Miscellaneous Crew Time begins to accrue when the contractor is on site. Crew Time is not to be rounded, it will be paid according to documented time to be verified and approved by CWD. The crew must notify CWD and document the actual start and actual finish times in City Works. Times must match audit logs and have CWD's approval.

Miscellaneous Crew Time is not to be used for issues considered to be Extraordinary Delay to Contractors. The Contractor shall be paid under the item entitled Calculation of Allowance For Extraordinary Delay (C-10).

D-33 MISCELLANEOUS REPAIR WORK/SPECIALIZED LABOR & EQUIPMENT ALLOWANCES

For extra labor on a job that is not reasonably covered by the scope of a Base Bid item (i.e. Police Officers and Welders) or if an entire job is not covered by a Base Bid item, the Contractor shall

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be compensated for extra labor in one of three ways:

- By utilizing the Crew Time Line Item, where applicable
- By utilizing a Line Item for specific job classifications, as appropriate
- By utilizing the Specialized Labor and Equipment Allowance, if neither of the above two options are applicable

Line Items for specific job classifications shall be used to compensate the Contractor for the use of additional staff required when the labor in a Base Bid Item does not reasonably include the extra work. Job Classifications listed in the Bid - Schedule of Items are:

- General Laborer
- Foreman
- Truck Driver including a Truck
- Trackhoe Operator including Trackhoe
- Pole Hold Truck including Operator

For specialized labor needed to complete a job that fits neither the Base Bid Items, the Miscellaneous Crew Time Line Item, nor the line items for specific job classifications enumerated above, the Contractor shall be compensated from the Specialized Labor and Equipment Allowance. The Contractor shall not be separately compensated for equipment normally used in the scope of work of this contract. Such normally used equipment includes pick-up trucks, dump trucks, backhoes, hydro excavators, utility trucks, box trucks, plates, safety equipment and pumps. Specialized equipment that the Contractor can be separately compensated for includes items like, but not limited to, oversized cranes, high pressure washers, trackhoes, etc. For such specialized equipment, the Contractor shall be compensated using the Specialized Labor and Equipment Allowance. Rates charged for such equipment shall not exceed the local area commercial rental rate for said equipment.

If a Police Officer is needed to complete a job, the Contractor shall be compensated from the Specialized Labor and Equipment Allowance. The City may direct the Contractor to employ a Police Officer to direct traffic. The Contractor will be paid for such services based on the hours the Police Officer is on the jobsite. All traffic control not performed by off duty police officers is included in the line item. CWD and Suburban municipalities will determine where off duty police officers are required.

The Contractor shall be allowed to mark-up things used under the Specialized Labor and Equipment Allowance by 10%.

D-34 PREMIUM FOR HIGH DEMAND OPERATIONAL NEEDS ALLOWANCE

When the City redirects all workflow to accommodate operational needs or when failures jeopardize city infrastructure, the City shall pay a 15% premium on designated work orders. Premium to be applied to the total cost of the parent work order only. Premium for High Demand

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Operational Needs Allowance to be determined by CWD.

D-35 PERMANENT PAVING

When directed by the City, the Contractor may be required to install Permanent Concrete paving if directed by CWD. All repairs shall follow the municipality standards. Permanent Paving items listed in the Bid - Schedule of Items shall include all items associated with the finished work including but not limited to saw cutting, excavation, removal of existing surface material, tamping and any additional stone. CWD shall direct when such paving shall be performed and may be directed to pave the following day. For proper inspection purposes, the City reserves the right to require that no other work be performed on those days that concrete work is occurring.

When directed by CWD, the Contractor may be assigned standalone concrete work orders where the Contractor did not perform any repairs. The cost for all work required as specified shall be included in the Base Bid – Line Items.

Permanent Concrete paving performed shall meet the following specifications:

A. Preparation of Existing Concrete

The existing concrete shall first be saw cut square, with a 24" cutback removed, then doveled according to the City specifications. (See MOCAP standards)

B. Streets with Concrete Wearing Surface

Concrete on all streets shall be poured to match existing depth or City specifications, whichever is greater. (see MOCAP standards)

Moratorium Streets in the City must be restore joint to joint. (see MOCAP standards)

C. Streets with Asphalt Wearing Surface

The Concrete Base shall be poured to match existing or whichever is greater, and shall be 2" below final grade. When directed by the City, the remaining 2" shall be brought up to existing grade with an asphaltic material such as T-60 (known as Cold Patch).

When directed by the City, the Contractor may be required to install an asphalt cap with edge seal per municipality specifications.

D. Streets with Brick Wearing Surface

The cement layer should be left 5" below finished grade to allow for the dry bed

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and brick surface. Salvageable bricks should be safely, neatly stacked in the tree lawn for future restoration.

E. Curb Replacement

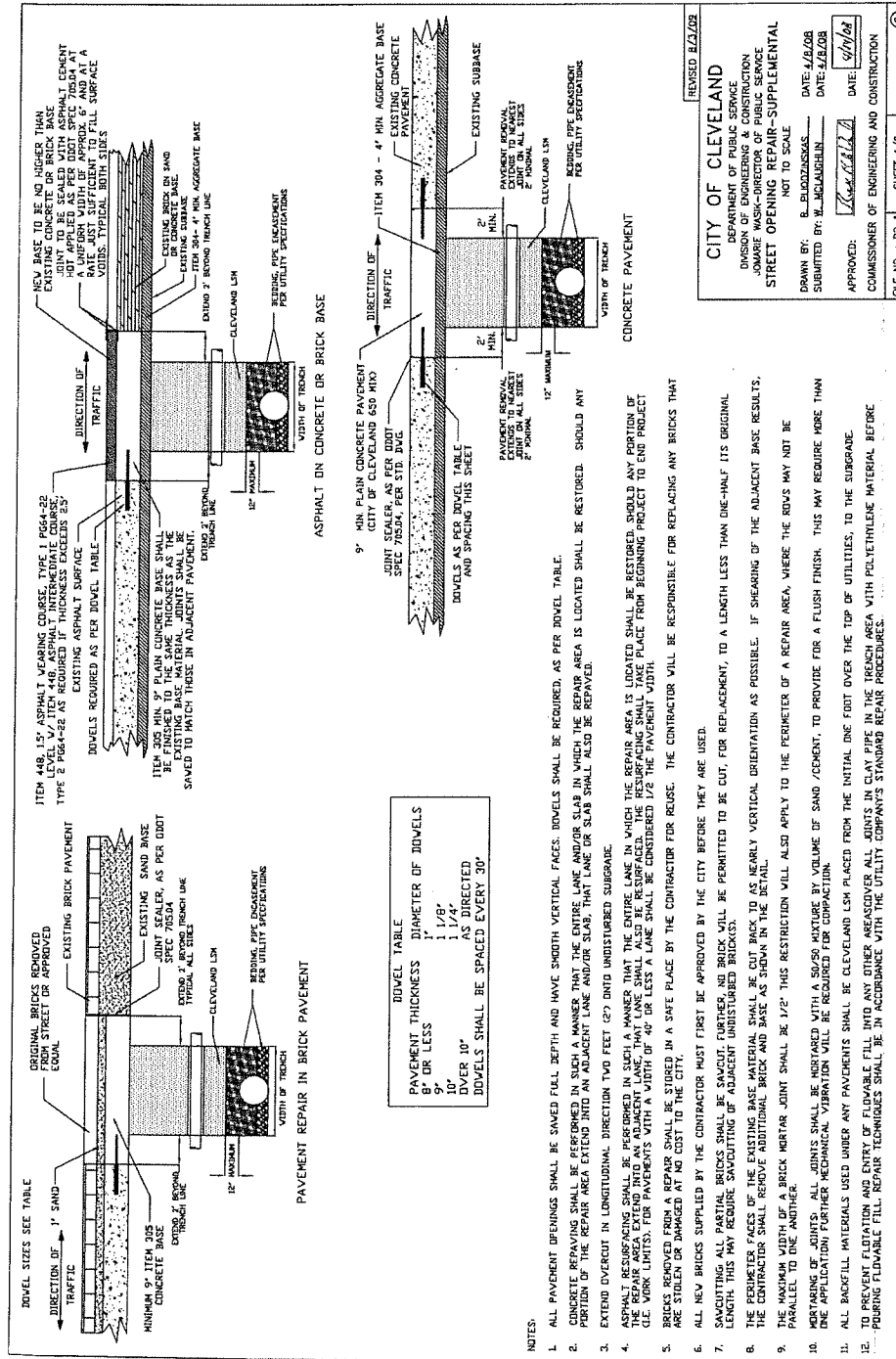
Curbs shall be replaced when street excavations adjoin the existing curb. New curbs shall be formed and poured to the existing depth and width of the original curb. Curb specifications must meet the requirements of the City, Division of Engineering and Construction for work in Cleveland and the respective suburban specification elsewhere.

See City Standard Construction Drawings for Street Restoration, available in higher resolution upon request.

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REVISION 8/13/09

CITY OF CLEVELAND
 DEPARTMENT OF PUBLIC SERVICE
 DIVISION OF ENGINEERING & CONSTRUCTION
 JOANNE WASH-DIRECTOR OF PUBLIC SERVICE
 STREET OPENING REPAIR-SUPPLEMENTAL

DRAWN BY: B. BLODZINSKAS
 SUBMITTED BY: B. BLODZINSKAS
 DATE: 4/16/08
 DATE: 4/16/08
 DATE: 4/16/08

APPROVED: [Signature]
 COMMISSIONER OF ENGINEERING AND CONSTRUCTION

FILE NO.: PR 1 SHEET 1/2

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D-36 CONCRETE FINISHING

When directed by the City, the Contractor shall replace sections of concrete sidewalks, driveway aprons, curb, handicap ramps, and integral radius curb and walk. Concrete Finishing items listed in the Bid - Schedule of Items shall include all items associated with the finish work including but not limited to saw cutting if necessary, excavation, removal of existing surface material, tamping, any additional stone needed to make subsurface grade adjustments, and all tree lawn restoration necessitated by the associated form work. All concrete work shall be completed in accordance with City's specifications or the municipality in which the work is performed. Concrete walks in residential areas shall be of one-course construction and shall be four (4) inches in thickness, the apron and drive walk in residential areas shall be six (6) inches in thickness. Concrete walks in the downtown and commercial districts must be six (6) inches in thickness and the apron and drive walk (8) inches in thickness. Where concrete is poured, an extra excavation to a depth of two-and-one half (2-1/2) inches must be made and filled with sand or gravel, to act as a foundation. At all water-meter covers, valve boxes, hydrants, or other obstructions, neatly fitted openings shall be cut in the walk. No walk shall be laid until all these obstructions have been raised or lowered to correct elevation.

No change in the width of the walk to be laid shall be made from that of existing walks on the street at the time work is done. Trees, lawns, and shrubbery shall not be interfered with or destroyed by any work performed. Walks must be laid to the same grade as existing walks on the street. The spacing between the walk and the curb line must be graded to allow water drainage, and must be of a gradual slope from the walk to the curb line.

CURB RAMPS: Sidewalk intersections curb ramp shall be constructed to meet the regulations of the Americans with Disabilities Act. Curb ramps shall be six (6) inches minimum thickness.

Copies of these specifications and plans may be obtained upon request, from the Division of Engineering and Construction.

When directed by CWD, the Contractor shall be assigned standalone concrete work orders where said Contractor did not perform the work. The cost for all work required as specified shall be included in the Base Bid – Line Items.

See City Standard Construction Drawings for Concrete Restoration, available in higher resolution upon request.

D-37 DECORATIVE SIDEWALK

When directed by the City, the Contractor shall replace sections of decorative sidewalks as specified herewith. This item can include but not limited to actual brick restoration with 4" concrete base or dyed, stamped concrete. This item shall include a 4" C-650 (Cleveland 650) mix cement base, a 1" dry bed layer of type-M Mortar and sand mixed at a 3 to 1, sand to cement ratio. The bricks are then placed in the dry bed and set with a rubber setting mallet. Sufficient

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brick shall be removed and replaced such that the new brick meets the existing brick pattern allowing the patch to lock into the existing sidewalk. Once the bricks are installed the area is to be wet down. After the bricks are completely dry, the finish process, consisting of sweeping in a layer of silica sand into the voids between the bricks to lock them in place may proceed. The Final Surface shall meet the existing grade and drainage slope.

The Decorative Sidewalks items listed in the Bid - Schedule of Items shall include all items associated with the Decorative Sidewalks repair including but not limited to saw cutting, if necessary, concrete, excavation, backfill, removal of existing surface material(s), forming, dye, stamps and tamping.

When directed by CWD, the Contractor shall be assigned standalone decorative sidewalk work orders where said Contractor did not perform the work. The cost for all work required as specified shall be included in the Base Bid – Line Items.

D-38 TREE LAWN RESTORATION

A. Scope of Work

Excavation associated with the maintenance and installation of water mains, valves, service connections, and fire hydrants located in tree lawn areas presents the need for tree lawns restoration. It is the intent of this contract to repair, restore, and clean up the entire tree lawn to the condition it had been prior to the commencement of the work by the City's contracted or in-house repair crews. The Cost of the Photo Documentation shall be included in the cost of the tree lawn restoration item.

CWD may assign tree lawn restoration to be completed in the following ways:

- As part of another repair item on this contract. In this case the Contractor will be responsible for all the work in the initial item and shall be responsible for the site until the final restoration is complete as specified. Prior to restoration but after the repair is made, the Contractor is to backfill and leave the site as prescribed in this specification.
- As a standalone item. In this instance, CWD may assign tree lawn restoration items for repairs that have been made by CWD Distribution Maintenance Crews or another contractor but no restoration has been completed. CWD repair crews typically leave the opening backfilled and mounded.
- As a standalone item where restoration was completed but not to the satisfaction of CWD.
- As a report of all backlogged jobs that have accumulated from the previous year. The backlogged tree lawn restorations quantities are stated in the Bid - Schedule of Items.

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In any instance CWD will direct the contractor to perform Tree Lawn Restoration as needed and the following criteria shall be used to complete the work.

Restoration of the tree lawn includes grading the surrounding area (which may include removal of all spoils, i.e. limestone, large mounds, and other material) topsoil preparation, seeding or sodding and clean up.

The work contemplated under this contract includes the furnishing of all equipment, materials, and labor necessary to grade and prepare the tree lawn area for the installation of sod or planting seed and fertilize the sections of tree lawns designated by CWD. All such repairs done under this contract shall be made in accordance with this specification, and to the satisfaction of the Commissioner of Water.

B. Additional Work

Attention is called to the fact that the work contemplated herein includes certain performances as incidental to the Bid - Schedule of Items, hereof, and though not exclusive as follows:

1. To provide for, perform and furnish all lights, barricades, materials, cleanup, inspections and reports on materials and work and present to the Commissioner's designee copies of all reports prior to submission for payment. The City will make no specific or separate payment or allowance, but the cost thereof shall be included in the work to be done under this contract.
2. Contractor shall water each renovated site upon completion of the job.
3. Contractor shall complete the required fields on the back of the door hanger provided by the City and attach to the front door upon the completion of each job.
4. All invoices submitted by the contractor shall include the total square feet renovated.

C. Dust and Unnecessary Noise

The movement and use of machinery, tools and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust.

D. Compensation for Tree Lawn Restorations

Compensation for Tree Lawn Restoration up to 500 square feet shall be made based on the prices quoted on the Bid - Schedule of Items. Restoration of tree

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lawn exceeding 500 square feet shall be billed in association with and ASSIGNED tree lawn item per additional square foot. The assigned item is defined in the Bid Item list and directed to be performed in advance by the City. The City will not issue tree lawn restoration work during the winter months. Generally this time frame will begin November 1st and end March 31st of each year. Tree lawn work may take place within this time frame if permission is granted by the City. If a tree lawn job had been previously assigned to the Contractor and not completed prior to the end of the tree lawn season. The Contractor should then prioritize these uncompleted tree lawn jobs and complete them as early in the season as weather permits prior to invoicing for them.

E. Stripping and Preparations

The City makes no guarantee, either express or implied, as to the ground conditions or the nature of the ground at sites of the proposed work or as to soil conditions that may affect the progress of the work. Prior to installing sod or seeding, the area shall be stripped 3" below grade. A bed of topsoil shall be placed in the opening at minimum depth of 3". Topsoil shall be of high quality, free from slag, cinders, ashes, rubbish or any harmful material as specified. The area shall be graded and leveled prior to seeding and fertilizing. Follow manufacturer's instructions to install & secure the Erosion Control Mats (straw matting blanket) to cover the topsoil and seed (see ODOT spec. 671.03) The use of loose straw is prohibited.

F. Topsoil

1. Topsoil shall consist of these minimum requirements:

- 33.3% Sand
- 33.3% Leaf Humus
- 33.3 % Inert Matter

2. This sandy loam soil shall be able to be pass through a 3/4" screen.

G. Starter Fertilizer

Fertilizer shall be uniform granular (10 + 16 screen size) Lakeshore 12-4-8 Turf Fertilizer or equivalent and shall meet the following minimum requirements:

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- Total Nitrogen (N) 12.00%
- 3.6 Water Insoluble N
- Available Phosphoric Acid (P₂O₅) 4.00%
- Soluble Potash (K₂O) 8.00%
- Sulfur (S) 10.00%
- Iron (Fe) 1.00%

D-39 DOCUMENTING PHOTOS

Digital Photos are required to be taken for all assigned work orders. Electronic copies of the documenting photos must be uploaded to the work order in Cityworks for review and verification by the SLA date for invoice processing. The Digital photos are to be in a .jpg format.

Photo documentation is required for all job descriptions. Panoramic view including the address documenting how the area was found, closeup photo of any damage prior to the start of work, closeup photo after completed repairs and panoramic view of how the area was left. All other required photo documentation is specific to the Bid - Schedule of Items:

Photos specific to Main work:

- Original break
- Repair clamp/new bolts
- New spool piece/fittings
- Anode bag with weld

Photos specific to Connection work:

- Plugged connection
- New tap
- Anode bag; with weld
- New curb stop (depth)
- Pre & post photos of entry points (for copper lines)
- All new internal plumbing
- New curb stop box
- Identified material 1' each direction (dig up)

Photos specific to Valve work:

- Existing, new, and/or repaired valve
- Anode bag with weld
- Valve box

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Photos specific to Hydrant work:

- Hydrant accessory part
- Weep hole stone including poly barrier
- Serial number on hydrant
- Nozzles

Photos specific to Tree Lawn:

- Grading/Topsoil
- Seeds
- Fertilizer
- Straw mat
- Panoramic view of finished restored Area

Photos specific to Concrete:

- Flowable fill
- Concrete Forms
- Stone/Sand bedding (subbase)
- Hook, bolts & dowels
- Outstretched taped measure showing full length of restoration

The Cost of Photo Documentation shall be included in the base bid line items listed above including but not limited to miscellaneous repairs and special projects.

D-40 OPERATING HOURS

Normal working hours shall be defined as a regular eight hour workday with a start time anywhere between 7:00 a.m. and 8:00 a.m. from Mondays to Fridays. At all times, the City shall be solely responsible for determining exactly what each day's start time and duration will be.

When determined by the City, the Contractor shall be required to have crews available to work outside of normal working hours (Saturdays, Sundays, or the City's Legal Holidays). If the Contractor fails to provide adequate crews, this will be considered Failure to Perform.

The City's Legal Holidays are:

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

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- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays that fall on a Saturday are observed by the City on the preceding Friday. Holidays that fall on a Sunday are observed by the City on the following Monday

D-41 TRAFFIC CONTROL

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

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D-42 OHIO UTILITIES PROTECTIONS SERVICES NOTIFICATION

The Contractor shall be responsible for notifying the Ohio Utilities Protections Services (OUPS), including information as to the location, day, and time they will be working. This obligation will apply to both emergency and non-emergency work. Within one day of CWD's work assignment, the Contractor shall make the required OUPS notification. The Contractor shall be responsible for calling OUPS as often as necessary in order to keep the ticket active and meet the OUPS statute.

If at any time in the future OUPS establishes a procedure that allows CWD to make the initial OUPS notification call for work to be performed by the Contractor, CWD reserves the right to make such notification in order to expedite the work and shall inform Contractor if and when such notification is made. Nothing in this provision shall be construed as relieving the Contractor of its obligation to notify OUPS in all other instances.

For non-emergency work, the Contractor shall follow OUPS regulations and refrain from excavation until after 48 hours from the time of notification.

If CWD determines a repair to be an Emergency it will direct the Contractor to make an immediate repair, without waiting the 48 hours before beginning the repair. The Contractor shall commence with the work without waiting 48 hours, pursuant to the emergency exception set forth under Ohio's OUPS statutes. The Contractor shall begin the emergency repair work immediately.

When CWD instructs the Contractor to make repairs on an emergency basis, the City will hold the Contractor harmless for damages caused as a result of digging without waiting 48 hours after notification to OUPS, provided that said damages are not caused by the negligence of the Contractor.

D-43 PERMITS

A. Obtaining Permits

For jobs in the City proper, CWD will issue a Street Opening/Obstruction Permit. This permit must be kept on the job site at all times. The Contractor shall abide by all City Traffic Requirements, including use of proper signage and cones. The Contractor shall not obstruct traffic during rush-hour on any rush-hour designated streets. For jobs in the City, the Contractor will not have to pay for a street opening permit; CWD will pay the City directly.

**SUPPLEMENTAL
NOTICE TO BIDDERS**

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Under Sec. 181.36 Cleveland Codified Ordinances, 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 before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations, and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two 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 PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND.* A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

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

**SUPPLEMENTAL
NOTICE TO BIDDERS**

**Subject: Submission of 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 before the City will award a contract. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

**CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES**



Contractor Safety Program



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15	EFFECTIVE DATE	08/01/2017
PROGRAM TITLE	Contractor Safety	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management	REVISION DATE	11/2/2018

1.0 PURPOSE

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

2.0 SCOPE

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

3.0 DEFINITIONS

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

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

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

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

THIS DOCUMENT BECOMES UNCONTROLLED WHEN PRINTED



SAFE WORK PRACTICE

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

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

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

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

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

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

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

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

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

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

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SAFE WORK PRACTICE

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

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

4.0 RESPONSIBILITIES

4.1 DPU Director

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

4.2 DPU Division Commissioner

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

4.3 DPU Purchasing and Contract Manager

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

4.4 DPU Divisional Contractor Administrator

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

THIS DOCUMENT BECOMES UNCONTROLLED WHEN PRINTED



SAFE WORK PRACTICE

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

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

4.5 DPU Employees

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

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

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

5.0 CONTRACTOR PROCEDURES

5.1 Contractor General Requirements

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

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

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SAFE WORK PRACTICE

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PROGRAM TITLE	Contractor Safety
PROGRAM OWNER	DPU Risk Management

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5.2 Pre-Construction Safety Meeting Preparation

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

5.3 Divisional Pre-Construction Safety Meeting Guidelines

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

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

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

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

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



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5.4 Non-Construction Projects

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

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

5.5 Contractor Safety Deficiency Notifications

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

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

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

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

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

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

5.6 Sample Contractor Health and Safety Specifications

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

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

5.6.1 Health and Safety Information Submittals:

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



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5.6.2 Safety Equipment:

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

5.6.3 Pre-Construction Safety Meetings:

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

5.6.4 Site Health and Safety Plans:

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



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5.6.5 Contractor Designated Health and Safety Representative:

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

5.6.6 Hazard Disclosers Relevant to Contractor Work Site:

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

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5.6.7 Contract Scheduling and Miscellaneous Disclosers

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

6.0 TRAINING

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

6.1 Training Frequency

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

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

7.0 RECORDKEEPING

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

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

8.0 FORMS/REFERENCES

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

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SAFE WORK PRACTICE

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

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

1.0 PURPOSE

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

2.0 SCOPE

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

3.0 RESPONSIBILITIES

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

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

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



SAFE WORK PRACTICE

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

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

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



SAFE WORK PRACTICE

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

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

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

4.0 PROCEDURE

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



SAFE WORK PRACTICE

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

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

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

5.0 RECORDS

5.1. Log entries.

5.2. Written communications to and from the Contractor.

5.3. Reports and photographs.

6.0 REFERENCE

HSE-SWP-15 DPU Contractor Safety Program



SAFE WORK PRACTICE

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

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

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

NAME

PHONE NUMBER

Safety Considerations and Potential Hazards

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

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

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SAFE WORK PRACTICE

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

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

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

Contractor Representative: _____ Date: _____

DPU Representative: _____ Date: _____

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



SAFE WORK PRACTICE

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

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

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

Bob Safety Manager

216-555-DIGG

NAME

PHONE NUMBER

Safety Considerations and Potential Hazards

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

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

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SAFE WORK PRACTICE

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

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

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

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

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

Example of Completed Form

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SAFE WORK PRACTICE

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

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

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

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SAFE WORK PRACTICE

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

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



SAFE WORK PRACTICE

PROCEDURE NUMBER	HSE-SWP-15d	EFFECTIVE DATE	7/21/2017
PROGRAM TITLE	Notice of Non-Compliance	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management	REVISION DATE	11/2/2018

DPU Representative: _____
(Name)

Contractor's Safety Representative: _____
(Name)

Project Name: _____ Contract No: _____
Contractor: _____

Issued to Contractor's representative, _____
(Name)

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

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

(Inspector) (Supervisor)

Further Action Taken: _____

Unsafe Condition Resolved: Date: _____ Time _____

Further Remarks: _____



SAFE WORK PRACTICE

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

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

DPU Representative Signature: _____ Date: _____

Contractor Representative Signature: _____ Date: _____

☐

Check the box if the Contractor Refused to Signature



SAFE WORK PRACTICE

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

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

Company Name: _____

Project: _____ Date: _____

Address: _____

Safety Rep: _____

Health and Safety Officer: _____

Phone No: _____ Email: _____

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

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



SAFE WORK PRACTICE

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

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

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

Site Safety Officer Resume

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

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

DPU Representative: _____ Date: _____

Contractor Representative: _____ Date: _____

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SAFE WORK PRACTICE

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

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

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

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

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

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SAFE WORK PRACTICE

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

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

Site Safety Officer Resume

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

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

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

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

Example of Completed Form

THIS DOCUMENT BECOMES UNCONTROLLED WHEN PRINTED

EXCAVATION INSPECTION AND ENTRY AUTHORIZATION FORM

LOCATION:

DATE:

TIME OF INSPECTION(S):

WEATHER CONDITIONS:

APPROX. TEMP.:

CONTRACTOR:

SUPERVISOR:

DIMENSIONS:

DEPTH =

Yes No

HAZARDOUS CONDITIONS

TOP =

W

L

☐ ☐ Saturated soil / standing or seeping water

BOTTOM =

W

L

☐ ☐ Cracked or fissured wall(s)

SOIL TYPE:

TESTED:

☐ ☐ Bulging wall(s)

☐ Solid rock (most stable)

☐ Yes

☐ ☐ Floor heaving

☐ Average soil (clay/clay mixture)

☐ No

☐ ☐ Frozen soil

☐ Fill material

☐ ☐ Super-imposed loads

☐ Loose sand

☐ ☐ Vibration

☐ ☐ Depth greater than 5'

PROTECTION METHODS:

(Walls MUST be vertical—NO voids)

PLACEMENT OF SPOILS & EQUIPMENT

Barricade opening(s) and provide adequate lighting

☐ ☐ Spoils at least 2 feet from edge of trench

SHORING

☐ ☐ Equipment at least 2 feet from edge

☐ Timber

☐ ☐ Backhoe at end of trench with ramp

☐ Pneumatic

☐ ☐ Compressor, etc. at remote location

☐ Hydraulic

LADDER LOCATION

☐ Screw Jacks

☐ ☐ Located in protected area

☐ Trench Shield

☐ ☐ Within 25 feet of safe travel

UNEVEN, IRREGULAR WALLS

☐ ☐ Secured

☐ Trench Box

☐ ☐ Extends 36 inches above the landing

Sloping: q 1:1 (45°) q 1 ½:1 (34°)

OTHER:

Yes No ENVIRONMENTAL CONDITIONS:

☐ ☐ Are overhead utilities and piping located?

☐ ☐ Gas detector used?

☐ ☐ Shoring equip. & mats inspected prior to use?

☐ ☐ Hot Work permit issued?

☐ ☐ Are underground utilities and piping located?

☐ ☐ Confined space permit issued?

☐ ☐ Is continuous de-watering needed?

COMMENTS AND SPECIAL INSTRUCTIONS:

NOTE

All unsafe conditions must be corrected prior to excavation / trench entry. If any hazardous conditions are observed, the trench must be immediately evacuated and no one allowed to re-enter until corrective action has been taken.

TO BE FILLED OUT BY COMPETENT PERSON (29 CFR 1926 Subpart P)

Excavation Entry Authorized By: _____
Signature / date

**CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES,
SERVICE CONNECTIONS, AND APPURTENANCES – AREA D**

APPENDIX A

STATE EPA FORMS

(To be submitted before Notice to Proceed)

The following forms are included:

1. Certification Regarding Debarment, Suspension and Other Responsibility Matters.
2. Disadvantaged Business Enterprise Subcontractor Participation Form 6100-2.
3. Disadvantaged Business Enterprise Subcontractor Participation Form 6100-3.
4. Disadvantaged Business Enterprise Subcontractor Participation Form 6100-4.
5. American Iron and Steel Acknowledgment Form.
6. Build America, Buy America Acknowledgement Form.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them 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;
- (c) 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 (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ☐ ODOT ☐ DAS/EDGE ☐ Other: _____		Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	☐ YES ☐ NO		
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

Prime Contractor Signature	Print Name
Title	Date

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

- ☐ Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

BUILD AMERICA, BUY AMERICA (BABA) ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the State of Ohio (State) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

**CONTRACTUAL REPAIR OF WATER MAINS, FIRE HYDRANTS, VALVES,
SERVICE CONNECTIONS, AND APPURTENANCES – AREA D**

APPENDIX B

DAVIS-BACON PREVAILING WAGES

APPENDIX B

"General Decision Number: OH20250001 08/15/2025

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

APPENDIX B

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	02/28/2025
4	03/07/2025
5	03/14/2025
6	04/25/2025
7	05/02/2025
8	05/09/2025
9	05/16/2025
10	05/30/2025
11	06/06/2025
12	06/27/2025
13	07/11/2025
14	07/18/2025
15	07/25/2025
16	08/08/2025
17	08/15/2025

BROH0001-001 06/01/2024

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

BROH0003-002 06/01/2024

APPENDIX B

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0005-003 06/01/2020		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024		

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023		

APPENDIX B

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

BROH0008-001 06/01/2024

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

BROH0009-002 06/01/2024

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2024

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024

APPENDIX B

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates	Fringes
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APPENDIX B

Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0039-002 06/01/2024

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0040-003 06/01/2024

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee
Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2024

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
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APPENDIX B

Bricklayer, Stonemason.....	\$ 35.39	17.47
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 BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

 BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

 BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

 BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

 CARP0002-024 05/01/2025

APPENDIX B

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69

CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

CARP0200-002 05/01/2025

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 35.94	23.59

CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

APPENDIX B

CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025

APPENDIX B

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025		

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025		

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

* CARP1090-002 05/01/2025		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day		

CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

APPENDIX B

CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

CARP1090-009 05/01/2025

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

APPENDIX B

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

ELEC0032-003 06/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

ELEC0038-002 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 46.63	24.92

FOOTNOTES;

- 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-008 04/28/2025

APPENDIX B

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...\$	34.30	14.95
Installer Technician.....\$	33.05	14.91

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0064-003 11/25/2024

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....\$	39.80	21.03

ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...\$	39.97	27%+8.00
Municipal Power/Transit Projects.....\$	49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...\$	31.10	27%+8.00
Municipal Power/Transit Projects.....\$	38.47	27%+8.25
LINE CONSTRUCTION:		

APPENDIX B

Linemen/Cable Splicer		
DOT/Traffic Signal &		
Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit		
Projects.....	\$ 54.96	27%+8.25

ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

* ELEC0082-006 11/25/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication		
Technician		
Cable Puller.....	\$ 13.85 **	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

APPENDIX B

ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

* ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

APPENDIX B

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/28/2024

APPENDIX B

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio;
Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday
prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville,
Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer,
Wadsworth, Westfield & York Townships), PORTAGE (Atwater,
Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph,
Ravenna, Rootstown, Shalersville, Streetsboro & Suffield
Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester,
Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

* ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

* ELEC0540-005 06/30/2025

CARROLL (Northern half, including Fox, Harrison, Rose &
Washington Townships), COLUMBIANA (Knox Township), HOLMES,
MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn,
Clay, Rush & York Townships), and WAYNE (South of Baughman,
Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.86	29.19

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ELEC0573-003 06/01/2025

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.37

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 08/26/2024

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 36.00	23.06

ELEC0673-004 12/30/2024

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
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APPENDIX B

CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 39.47	24.02

ELEC0683-002 05/27/2024

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON,
PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,
Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and
UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.50	24.19
ELECTRICIAN.....	\$ 40.50	25.20

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &
Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,
Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &
Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT
(Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2024

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox,
Madison, Vinton & Wilkesville Townships), and WASHINGTON
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

ELEC1105-001 05/27/2024

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,
Milford, Hilliar, Butler, Harrison, Pleasant & College
Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn,
York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &
Bucks Townships) COUNTIES

APPENDIX B

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41

ENGI0018-003 05/01/2024		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,
PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

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GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt

APPENDIX B

plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4"" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0018-004 05/01/2024

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew

(Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insertor/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro

APPENDIX B

Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30

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HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in

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Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN,

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MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

IRON0017-010 05/01/2024		

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 36.83	29.01

IRON0044-001 06/01/2025		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 37.77	23.90

IRON0044-002 06/01/2025		

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

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	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.88	23.90
Ornamental; Structural.....	\$ 37.77	23.90

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2025

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

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IRON0172-002 06/01/2025

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.87	23.15

IRON0207-004 06/01/2025

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing;		
Structural.....	\$ 36.26	28.16

IRON0290-002 06/01/2025

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county

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line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.39	25.35

IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going
to Adamsville and going from Adamsville through Blue Rock to
the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to
Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line
going through Walhonding & Tunnel Hill to the South Co. line),
HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.
#224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.
#224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding
city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88

IRON0769-004 06/01/2025		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE
& SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 39.70	29.59

IRON0787-003 06/01/2025		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

Rates	Fringes
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IRONWORKER.....\$ 36.10 24.65

LABO0265-008 05/01/2024

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason

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Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

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PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

* PAIN0007-002 07/01/2025

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or

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over where material is applied to or labor performed on
above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or
More Component Materials, to include Solvent-Based
Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive
Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead
Abatement

PAIN0012-010 05/01/2019

APPENDIX B

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....\$ 21.95		10.20
Bridges when highest point of clearance is 60 feet or more; & Lead		
Abatement Projects.....\$ 26.30		10.20
Brush & Roller.....\$ 25.30		10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05		10.20
Spray.....\$ 25.80		10.20

PAIN0093-001 12/01/2024ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 36.44		24.46
Power Generating Facilities.\$ 33.29		24.46

PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....\$ 29.15		13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 33.09		13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 29.90		13.97

APPENDIX B

GROUP 4 - Steeplejack Work..\$ 30.10	13.97
GROUP 5 - Coal Tar.....\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....\$ 40.86	13.97

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....\$ 27.93		7.25
Bridges; Blasters; and Riggers.....\$ 34.60		7.25
Brush and Roller.....\$ 20.93		7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....\$ 25.82		7.25
Spray.....\$ 21.40		7.25
Structural Steel and Swing Stage.....\$ 25.42		7.25
Tanks; Stacks; and Towers...\$ 28.63		7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....\$ 36.09		19.49
Power Generating Facilities.\$ 32.94		19.49

PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....\$ 30.64		18.36

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GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above 50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

APPENDIX B

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work

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duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.83	10.00

* PAIN0841-001 07/01/2025

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)

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GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

* PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15
Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

* PAIN1020-002 07/01/2025

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54
Wallcoverings.....	\$ 28.34	18.54

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2025

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

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	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16
Stacks; Tanks; & Towers.....	\$ 34.46	15.16
Structural Steel & Swing Stage.....	\$ 30.50	15.16

* PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

* PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

APPENDIX B

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 07/01/2024		

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-003 07/01/2024		

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-004 07/01/2024		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLUM0042-002 07/01/2025		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

APPENDIX B

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45

PLUM0050-002 06/30/2025		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 51.00	32.56

PLUM0055-003 05/05/2025		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 44.86	30.03

PLUM0083-001 07/01/2023		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2025		

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14

PLUM0120-002 05/01/2025		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

APPENDIX B

	Rates	Fringes
PIPEFITTER.....	\$ 49.17	28.55

PLUM0162-002 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18

PLUM0168-002 06/01/2025		

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.92	37.20

PLUM0189-002 06/01/2024		

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2025		

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 46.87	28.39

APPENDIX B

PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.30	27.40

PLUM0396-001 06/01/2025

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.55	29.25

PLUM0495-002 06/01/2025

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.32	37.60

PLUM0577-002 06/01/2025

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56

PLUM0776-002 07/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT

APPENDIX B

COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81

TEAM0377-003 05/01/2024

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.54	16.80
GROUP 2.....	\$ 32.96	16.80

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

TEAM0436-002 05/01/2024

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.25	18.95
GROUP 2.....	\$ 33.75	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,
Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,
Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double
Hook-Up Tractor Trailers including Team Track & Railroad
Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor &
Tandem Trailer, Tag Along Trailer, Expandable Trailer or
Towing Requiring Road Permits, Ready-Mix (Agitator or
Non-Agitator), Bulk Concrete Driver, Dry Batch Truck,

Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"



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

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

8. MBE/FBE Certification:

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

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

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

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

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

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

9. MBE and FBE Contract Participation

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

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

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

10. MBE/FBE Bid Discounts:

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

11. MBE/FBE Evaluation Credits:

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

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

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

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

13. CSB Bid Discounts:

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

A Bid Discount of five percent (5%) for bids received from CCSBs.

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

CCSBs.

14. CSB Evaluation Credits:

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

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

15. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

16. LPE and SUBE Certification:

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

17. LPE and SUBE Bid Discounts:

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

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

18. LPE and SUBE Evaluation Credits:

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

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

19. Maximum Annual Subcontracting Program Benefit:

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

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

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

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

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

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

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

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

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

21. Joint Ventures:

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

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

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

23. Subcontractor Participation Compliance Monitoring

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

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

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

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

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

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

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



City of Cleveland
Office of Equal Opportunity
Schedules

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

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

WWW.CLEVELANDOHIO.GOV/OEO



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

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

Schedule 1: Project Contact Information Form

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

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

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

Schedule 3: Schedule of Subcontractor Participation

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

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

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



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

Project Name:	
Bidder/Proposer Name:	

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

Subcontractor:	
Address:	
City, State, Zip:	
OEO Compliance Contact:	
Contact Email Address:	
Contact Phone:	
OEO Certification: CSB ☐ MBE ☐ FBE ☐	
Federal Tax ID#/EIN:	

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

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

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

RE-SUBCONTRACTING

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

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

Authorized Bidder Representative:			
Signature:		Date:	
Authorized Subcontractor Representative:			
Signature:		Date:	

Revision Date: May 5, 2022



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

Project Name:	
Bidder/Proposer Name:	

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

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



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

Project Name:	
Bidder/Proposer Name:	

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

Section A:

Please check one of the following:

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

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

Section B:

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

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

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

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

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

Authorized Representative:			
Signature:		Date:	

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

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

Instructions:

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

Example Reasons for Unavailability

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

Office of Equal Opportunity Reporting Submission Schedule

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

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

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