

BID ADVERTISEMENT FOR THE WEEKS OF

June 11, 2025 & June 18, 2025

BID OPENS - THURSDAY JULY 9, 2025

FILE NO. 81-25 L & M to Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025

FOR THE DIVISION OF CLEVELAND PUBLIC POWER FOR THE DEPARTMENT OF PUBLIC UTILITIES AS AUTHORIZED BY ORDINANCE 1055-2024 PASSED BY COUNCIL NOVEMBER 4, 2024.

There will be a NON-MANDATORY Pre-Bid Meeting, Thursday, June 26, 2025 at 10:00 am., via WebEx. To call into meeting dial 1-929-352-1743, Access code 963 461 26#.

Note: Bid must be delivered to

the Office of the Commission-



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

AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

Ordinance No. 1055-2024

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

An emergency ordinance authorizing the purchase by one or more requirement of duct line, street lighting bases and pull boxes, labor and materials necessary to install, repair, replace or maintain the duct line, street lighting bases and pull boxes, and other related incidentals, for the Division of Cleveland Public Power, Department of Public Utilities, for a period of two years.

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

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

Section 1. That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period of two years of the necessary items of duct line, street lighting bases and pull boxes, labor and materials to install, repair, replace or maintain the duct line, street lighting bases and pull boxes, and other related incidentals, including but not limited to, excavation, pavement removal and replacement, curb removal and replacement, under drains, sub base, installation and/or replacement of miscellaneous underground duct lines, manholes, pull boxes, street lighting pole bases and adjustment of casting to grade, and seeding and mulching, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Division of Cleveland Public Power, Department of Public Utilities.

Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

Section 2. That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of the initial purchase, which purchase, together with all later purchases, shall be made on order of the Commissioner of Purchases and Supplies under a requisition against the contract or contracts certified by the Director of Finance. (RQN 2004, RL 2024-23)

Section 3. That under Section 108(b) of the Charter, the purchases and/or services authorized by this ordinance may be made through cooperative agreements with other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases and/or obtain the services and may enter into one or more contracts with the vendors and/or consultants 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 November 4, 2024.

Effective November 6, 2024.



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: _____

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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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 _____ <input type="checkbox"/>	
	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

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

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

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 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(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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 [*]

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.)

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

⁵ 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 Labor and Materials to Repair, Replace and Maintain Duct Line, Street Lighting Bases, and Pull Boxes
2025

FOR: The Department of: Public Utilities, Division of Cleveland Public Power

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

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

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

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

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

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

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

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

Complete: CORPORATION OR FIRM

Sign Here By _____

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

TITLE OF OFFICER _____

BUSINESS ADDRESS OF BIDDER _____

STATE OF INCORPORATION _____

BID — SCHEDULE OF ITEMS							
City of Cleveland						BIDDER MUST COMPLETE AND SIGN BELOW	
Division of Purchases and Supplies							
128 City Hall							
Cleveland, Ohio 44114						NAME OF FIRM	
TITLE OF BID Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025						STREET ADDRESS	
ORDINANCE NO.		PASSED:		SIGNED		CITY STATE ZIP CODE	
1055-2024		November 4, 2024		November 6, 2024			
DEPARTMENT				DIVISION			
Public Utilities				Cleveland Public Power			
CITY RECORD ADVERTISEMENT DATES			STANDARD CONTRACT BID			AUTHORIZED SIGNATURE	
June 11, 2025 and June 19, 2025			X				
BUYER			BID OPENING:			DATE:	
Jules Gilliam Phone # 216-664-2621 jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov			Wednesday, July 9, 2025 12:00 O'Clock Noon Official Time				
DESCRIPTION		QTY.		UOM		UNIT PRICE EXTENSION	
Group A - Concrete Paving and Embeds							
A1. Removal of 6" through 9", complete as specified		1,000		PRICE PER SQUARE FOOT		\$ \$	
A2. Replacement of 6" through 9", complete as specified		1,000		PRICE PER SQUARE FOOT		\$ \$	
A3. Removal of 9" through 12", complete as specified		1,000		PRICE PER SQUARE FOOT		\$ \$	
A4. Replacement of 9" through 12", complete as specified		1,000		PRICE PER SQUARE FOOT		\$ \$	
A5. Removal of 12" through 16", complete as specified		600		PRICE PER SQUARE FOOT		\$ \$	
A6. Replacement of 12" through 16", complete as specified		600		PRICE PER SQUARE FOOT		\$ \$	
A7. Moderate Set Concrete Adder		100		PRICE PER SQUARE FOOT		\$ \$	
TOTAL GROUP A						\$ \$	
Group B - Brick Paved Streets, Walks, Etc. Driving Surfaces							
B1. Removal and replacement of complete as specified		150		PRICE PER SQUARE FOOT		\$ \$	
TOTAL GROUP B						\$ \$	
Group C - Asphalt pavement							
C1. Removal of Asphalt per inch of depth complete as specified		6,000		PRICE PER INCH THICK / SQUARE FOOT		\$ \$	
C2. Replace Asphalt per inch of depth complete as specified		6,000		PRICE PER INCH THICK / SQUARE FOOT		\$ \$	
TOTAL GROUP C						\$ \$	
Group D - Parking Lot And Roadway Striping							
D1. Furnish and install (minimum charge 250 sq. ft.)		100		PRICE PER SQUARE FOOT		\$ \$	
TOTAL GROUP D						\$ \$	
All QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.						DELIVERY (Days) PAYMENT DISCOUNT %	
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.						% Days	
						FOR PURCHASING USE ONLY	

BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID				
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025			NAME OF FIRM:	
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
Group E - Integral Concrete Curb, Including Under Drain				
E1. Removal and replacement complete as specified	100	PRICE PER LINEAR FOOT	\$	\$
TOTAL GROUP E			\$	\$
Group F - Free Standing Concrete Curb, Include Under Drain				
F1. Removal and replacement of, complete as specified	100	PRICE PER LINEAR FOOT	\$	\$
TOTAL GROUP F			\$	\$
Group G - Concrete Sidewalk and / or Drive				
G1. Removal of 4", complete as specified	200	PRICE PER SQUARE FOOT	\$	\$
G2. Replacement of 4", complete as specified	200	PRICE PER SQUARE FOOT	\$	\$
G3. Removal of 6", complete as specified	1,000	PRICE PER SQUARE FOOT	\$	\$
G4. Replacement of 6", complete as specified	1,000	PRICE PER SQUARE FOOT	\$	\$
G5. Removal of 8", complete as specified	100	PRICE PER SQUARE FOOT	\$	\$
G6. Replacement of 8", complete as specified	100	PRICE PER SQUARE FOOT	\$	\$
TOTAL GROUP G			\$	\$
Group H - Concrete Furnished And Placed				
H1. (4,000 PSI not Finished) Not Covered in Other Items	100	PRICE PER CUBIC YARD	\$	\$
TOTAL GROUP H			\$	\$
Group I - Flowable Fill Furnished And Placed				
I1. Not covered in other items	900	PRICE PER CUBIC YARD	\$	\$
TOTAL GROUP I			\$	\$
Group J - Restoration Of Disturbed Lawn Areas				
J1. Complete as specified	1,000	PRICE PER SQUARE FOOT	\$	\$
TOTAL GROUP J			\$	\$
Group K - Erosion Control Matting				
K1. Furnish and install (excelsior matting green net top #X0890I, or approved equal)	100	PRICE PER SQUARE FOOT	\$	\$
TOTAL GROUP K			\$	\$
Group L - Project Sign				
L1. As specified	1	PRICE EACH	\$	\$
TOTAL GROUP L			\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
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FOR PURCHASING USE ONLY				

BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID			NAME OF FIRM:	
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025				
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
Group M - Adjust Casting to Grade				
M1. Complete as specified	2	PRICE EACH	\$	\$
TOTAL GROUP M			\$	\$
Group N - PVC DUCT - FURNISH AND INSTALL				
N1. 2-2" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N2. 2-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N3. 2-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N4. 3-2" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N5. 3-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N6. 3-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N7. 4-2" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N8. 4-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N9. 4-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N10. 6-2" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N11. 6-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N12. 6-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N13. 8-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N14. 8-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N15. 9-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N16. 9-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N17. 12-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
				% Days
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.			FOR PURCHASING USE ONLY	

BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID			NAME OF FIRM:	
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025				
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
Group N - PVC DUCT - FURNISH AND INSTALL - Cont'd				
N18. 12-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N19. 15-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N20. 15-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N21. 16-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N22. 16-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N23. 20-5" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N24. 20-6" PVC duct, concrete encased, unreinforced, complete as specified	20	PRICE PER CIRCUIT FOOT	\$	\$
N25. SCHEDULE 40 ADDER – all size duct	100	PRICE PER CIRCUIT FOOT	\$	\$
TOTAL GROUP N			\$	\$
Group O - Core Drilling (Concrete/Masonry)				
O1. Rig Mobilization/Demobilization	2	PRICE EACH	\$	\$
O2. 2" Diameter	10	PRICE PER INCH DEPTH	\$	\$
O3. 5" Diameter	10	PRICE PER INCH DEPTH	\$	\$
O4. 6" Diameter	10	PRICE PER INCH DEPTH	\$	\$
O5. 7" Diameter	10	PRICE PER INCH DEPTH	\$	\$
O6. 8" Diameter	10	PRICE PER INCH DEPTH	\$	\$
O7. 9" Diameter	10	PRICE PER INCH DEPTH	\$	\$
O8. Sawcut Opening For Duct Entry-Existing Structure Inch Of Length/In Of Depth	100	PRICE PER INCH LENGTH PER INCH DEPTH	\$	\$
O9. TEST DIG EXCAVATION PER FOOT OF DEPTH	10	PRICE PER FOOT OF DEPTH	\$	\$
O10. EXCAVATION & DISPOSAL (not included in other items)	10	PRICE PER CUBIC YARD	\$	\$
TOTAL GROUP O			\$	\$
Group P - Remove and dispose of rock and reinforced/non-reinforced concrete below grade trench obstructions				
P1. (this item only applies if obstruction is greater than a cubic yard and jack hammering is required for removal)	10	PRICE PER CUBIC YARD	\$	\$
TOTAL GROUP P			\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
				% Days
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BID SCHEDULE OF ITEMS				BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID					
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025				NAME OF FIRM:	
AUTHORIZED SIGNATURE:				DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION	
Group Q - Removal and Disposal					
Q1. Removal and disposal of abandoned U/G water and other pipe UP TO 20" diameter	100	PRICE PER LINEAR FOOT	\$	\$	
Q2. Removal and disposal of abandoned U/G water and other pipe OVER 20" diameter	10	PRICE PER LINEAR FOOT	\$	\$	
TOTAL GROUP Q			\$	\$	
Group R - HYDRO EXCAVATION, complete as specified					
R1. Mobilization/Demobilization	1	PRICE EACH	\$	\$	
R2. Hourly Rate – Labor & Equipment	8	PRICE PER HOUR	\$	\$	
R3. Mud/Debris Disposal	10	PRICE PER CUBIC YARD	\$	\$	
TOTAL GROUP R			\$	\$	
Group S - Manhole Rings and Covers, as specified					
S1. Furnish and Install 36" round (Dwg. No. 8507.4) #EJ1585BVH & EJ1585Z1 or Neenah #1752 with CPP STAMPED IN COVER or approved equal.	2	PRICE EACH	\$	\$	
S2. Furnish and Install 36" Square Cover Neenah #1868 or EJ8445A & EJ8445Z or approved equal.	1	PRICE EACH	\$	\$	
TOTAL GROUP S			\$	\$	
Group T - CONCRETE ENCASED DUCT LINE, With or Without Hot Cables. Complete as specified. (See Paragraph D.26 of Specifications)					
T1. Repair 2" concrete encased duct line.	20	PRICE PER LINEAR FOOT (Of Single Conduit)	\$	\$	
T2. Repair 4" concrete encased duct line.	20	PRICE PER LINEAR FOOT (Of Single Conduit)			
T3. Repair 5" concrete encased duct line.	60	PRICE PER LINEAR FOOT (Of Single Conduit)	\$	\$	
T4. Repair 6" concrete encased duct line.	20	PRICE PER LINEAR FOOT (Of Single Conduit)			
TOTAL GROUP T			\$	\$	
Group U - TRENCH PROTECTION - FURNISH AND INSTALL					
U1. Using certified manufactured trench boxes for trenches greater than 5' up to 10' in depth. Complete as specified.	20	PRICE PER LINEAR FOOT OF SHORED TRENCH	\$	\$	
U2. Using certified manufactured trench boxes for trenches greater than 10' up to 15' in depth. Complete as specified.	20	PRICE PER LINEAR FOOT OF SHORED TRENCH	\$	\$	
U3. Using certified manufactured trench boxes for trenches greater than 15' up to 20' in depth, complete as specified	20	PRICE PER LINEAR FOOT OF SHORED TRENCH	\$	\$	
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %	
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.				% Days	
			FOR PURCHASING USE ONLY		

BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID			NAME OF FIRM:	
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025				
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
Group U - TRENCH PROTECTION - FURNISH AND INSTALL (CONT'D)				
U4. Using hydraulic shoring system greater than 5' up to 10' in depth, complete as specified.	100	PRICE PER LINEAR FOOT OF SHORED TRENCH	\$	\$
U5. Using wood/lumber sheeting and shoring system (abandoned in place) up to 10' in depth, complete as specified	100	PRICE PER LINEAR FOOT OF SHORED TRENCH	\$	\$
U6. Using wood/lumber sheeting and shoring system (abandoned in place) greater than 10' up to 15' in depth, complete as specified	100	PRICE PER LINEAR FOOT OF SHORED TRENCH	\$	\$
U7. Using wood/lumber sheeting and shoring system (abandoned in place) greater than 15' up to 20' depth, complete as specified	20	PRICE PER LINEAR FOOT OF SHORED TRENCH	\$	\$
TOTAL GROUP U			\$	\$
Group V - DEMOLITION OF EXISTING BRICK HAND HOLE, Complete as specified.				
V1. Demolition of existing brick hand hole, complete as specified (Sketch MJ-0205)	1	PRICE EACH	\$	\$
V2. Added cost for each LF of length and/or Width greater than 4'x4' typical	8	PRICE PER LINEAR FOOT	\$	\$
V3. Added cost for each foot of depth greater than 2'6" typical	8	PRICE PER FOOT	\$	\$
TOTAL GROUP V			\$	\$
Group W - DEMOLITION OF EXISTING CONCRETE MANHOLES, Complete as specified.				
W1. Demolition of existing concrete manhole, 4x4 typical	1	PRICE EACH	\$	\$
W2. Added cost for each LF of length and/or Width greater than 4'x4' typical.	3	PRICE PER LINEAR FOOT	\$	\$
W3. Added cost for each foot of depth greater than 2'6" typical	3	PRICE PER FOOT	\$	\$
TOTAL GROUP W			\$	\$
Group X - U/G RR/HWY. Steel cased pipe, Complete as specified.				
X1. Boring rig Mobilization, Set-up and Demobilization	1	PRICE EACH	\$	\$
X2. Pit excavation, backfill & restoration	10	PRICE PER CUBIC YARD	\$	\$
X3. Supply, boring & jacking, 12" OD Steel casing, complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
X4. Boring & jacking, 18" OD Steel casing, complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
X5. Supply, boring & jacking, 24" OD steel casing, complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
X6. Boring & jacking, 36" OD steel casing, complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
X7. Furnish and install 1 each 2" diameter conduit in steel casing (includes spacers & fittings), complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
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FOR PURCHASING USE ONLY				

BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID				
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025			NAME OF FIRM:	
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
Group X - U/G RR/HWY. Steel cased pipe, Complete as specified. (CONT'D)				
X8. Furnish and install 1 each 4" diameter conduit in steel casing (includes spacers & fittings), complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
X9. Furnish and install 1 each 5" diameter conduit in steel casing (includes spacers & fittings), complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
X10. Furnish and install 1 each 6" diameter conduit in steel casing (includes spacers & fittings), complete as specified	10	PRICE PER LINEAR FOOT	\$	\$
X11. Furnish and install grout for CASING PIPE.	3	PRICE PER CUBIC YARD	\$	\$
TOTAL GROUP X			\$	\$
Group Y - STREETLIGHT FOUNDATION, Complete as specified.				
Y1. Remove existing concrete foundation. For streetlight pole.	3	PRICE EACH	\$	\$
Y2. Furnish and install concrete foundation for steel streetlight pole.	3	PRICE EACH	\$	\$
Y3. Furnish and install concrete foundation for fiberglass streetlight pole.	3	PRICE EACH	\$	\$
Y4. Furnish and install concrete foundation for concrete streetlight pole.	3	PRICE EACH	\$	\$
TOTAL GROUP Y			\$	\$
Group Z - PULL BOXES, Complete as specified.				
Z1. Remove existing street lighting pull box.	3	PRICE EACH	\$	\$
Z2. Furnish and install polymer concrete pull box for street lighting. 13"x24" ANSI Tier-22 Box & cover	5	PRICE EACH	\$	\$
Z3. Furnish and install polymer concrete pull box for street lighting. 17"x30" ANSI Tier-22 Box & cover	5	PRICE EACH	\$	\$
Z4. Furnish and install 30" x 60" x 36" deep polymer concrete pull box. ANSI Tier-22 Box & cover	2	PRICE EACH	\$	\$
TOTAL GROUP Z			\$	\$
Group AA - MANHOLES, Complete as specified.				
AA1. Furnish and install 6' W x 8' L x 7' H manhole, 11' deep complete as specified	1	PRICE EACH	\$	\$
AA2. Furnish and install 6' W x 8' L x 10' H manhole, 15' deep complete as specified	1	PRICE EACH	\$	\$
AA3. Furnish and install 6' W x 10' L x 7' H manhole, 11' deep complete as specified.	1	PRICE EACH	\$	\$
AA4. Furnish and install 6' W x 10' L x 10' H manhole, 15' deep complete as specified.	1	PRICE EACH	\$	\$
AA5. Furnish and install 6' W x 12' L x 7' H manhole, 10' deep complete as specified.	1	PRICE EACH	\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.				% Days
			FOR PURCHASING USE ONLY	

BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID				
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025			NAME OF FIRM:	
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
Group AA - MANHOLES , Complete as specified. (CONT'D)				
AA6. Furnish and install 6' W x 12' L x 10' H manhole, 15' deep, complete as specified	1	PRICE EACH	\$	\$
AA7. Furnish and install 8' W x 10' L x 7' H manhole, 11' deep complete as specified	1	PRICE EACH	\$	\$
AA8. Furnish and install 8' W x 10' L x 10' H manhole, 15' deep, complete as specified	1	PRICE EACH	\$	\$
AA9. Furnish and install 8'W x 12'L x 7'H manhole, 11' deep complete as specified	3	PRICE EACH	\$	\$
AA10. Furnish and install 8'W x 12'L x 10'H manhole, 15' deep, complete as specified	1	PRICE EACH	\$	\$
AA11. Furnish and install 10' W x 12' L x 7' H manhole, 11' deep, complete as specified	1	PRICE EACH	\$	\$
AA12. Furnish and install 10' W x 12' L x 10' H manhole, 15' deep complete as specified.	1	PRICE EACH	\$	\$
TOTAL GROUP AA			\$	\$
Group BB - TRANSFORMER + SWITCHGEAR FOUNDATION , Complete as specified.				
BB1. Furnish and install 6' W x 8' L x 3'-6"H precast concrete box foundation. *Inside Dimentions*	1	PRICE EACH	\$	\$
BB2. Furnish and install 6'Wx12'Lx3'6"H precast concrete box foundation.	1	PRICE EACH	\$	\$
BB3. Furnish and Install Poured in Place Transformer Pad per Standard Drawing	1	PRICE EACH	\$	\$
TOTAL GROUP BB			\$	\$
Group CC - 37" Manhole Cap/Neck Rings				
CC1. Furnish and install 37" I.D. Precast Concrete manhole cap rings, 3" height	10	PRICE EACH	\$	\$
CC2. Furnish and install 37" I.D. Precast Concrete manhole neck rings, 3" height	3	PRICE EACH	\$	\$
CC3. Furnish and install 37" I.D. Precast Concrete manhole neck rings, 6" height	3	PRICE EACH	\$	\$
CC4. Furnish and install 37" I.D. Precast Concrete manhole neck rings, 9" height	3	PRICE EACH	\$	\$
CC5. Furnish and install 37" I.D. Precast Concrete manhole neck rings, 12" height	3	PRICE EACH	\$	\$
TOTAL GROUP CC			\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
				% Days
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BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID			NAME OF FIRM:	
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025				
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
Group DD - Saw Cutting				
DD. Concrete/Asphalt saw cutting, not included in other units	10	PRICE PER LINEAR FOOT PER INCH DEPTH	\$	\$
TOTAL GROUP DD			\$	\$
Group EE - Directional Boring (Multiple pull back – does not include conduit)				
EE1. 6" diameter – directional boring	10	PRICE PER LINEAR FOOT	\$	\$
EE2. 12" diameter – directional boring	10	PRICE PER LINEAR FOOT	\$	\$
EE3. 18" diameter – directional boring	10	PRICE PER LINEAR FOOT	\$	\$
EE4. 24" diameter – directional boring	10	PRICE PER LINEAR FOOT	\$	\$
TOTAL GROUP EE			\$	\$
Group FF - Field Office				
FF1. As specified	1	PRICE PER MONTH / PHONE	\$	\$
TOTAL GROUP FF			\$	\$
Group GG - Concrete Boom Truck (Approximately 90' boom)				
GG1. Minimum Charge – Concrete Boom Truck	1	PRICE EACH	\$	\$
GG2. Cost per hour in excess of minimum charge	1	PRICE PER HOUR	\$	\$
GG3. Travel time charges – Concrete Boom Truck	1	PRICE PER HOUR	\$	\$
GG4. Concrete Pumping Fee only from boom truck	3	PRICE PER CUBIC YARD	\$	\$
TOTAL GROUP GG			\$	\$
Group HH				
HH1. Duct missile toning	100	PRICE PER LINEAR FOOT PER DUCT	\$	\$
HH2. Rodding and cleaning	100	PRICE PER LINEAR FOOT PER DUCT	\$	\$
TOTAL GROUP HH			\$	\$
Group II - Furnish And Install Bollard				
II1. Dwg. No. 8719.2	3	PRICE EACH	\$	\$
TOTAL GROUP II			\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
				% Days
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BID SCHEDULE OF ITEMS				BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID				NAME OF FIRM:	
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025					
AUTHORIZED SIGNATURE:				DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION	
Group JJ - Built-In Place CMU Manhole					
JJ1. Furnish and install 5'10" W x 11'4" L x 8'2" H (ref. Dwg 9394-5/5), complete as specified	1	PRICE EACH	\$	\$	
JJ2. Add cost for each LF of length and/or width greater than 5'10"x11'4"	1	PRICE PER LINEAR FOOT	\$	\$	
JJ3. Added cost for each foot of height greater than 8'2"	1	PRICE PER FOOT	\$	\$	
TOTAL GROUP JJ			\$	\$	
Group KK - Brick and Rail Manhole					
KK1. Demolish 6' W x 8' L x 7' H, complete as specified (ref sketch MJ-SRRMH-0605)	1	PRICE EACH	\$	\$	
KK2. Added cost for each LF of length and/or width greater than 6' x 8'	2	PRICE PER LINEAR FOOT	\$	\$	
KK3. Added cost for each foot of height greater than 7'	2	PRICE PER FOOT	\$	\$	
TOTAL GROUP KK			\$	\$	
Group LL - Support Cables During Manhole Demoliton and / or Build-In-Place Construction					
LL1. Support Cables During Manhole Demoliton and o/ or Build-In-Place Construction	2	PRICE EACH	\$	\$	
TOTAL GROUP LL					
Group MM - Limestone, Complete as specified.					
MM1. Furnish, install and compact #304 limestone	10	PRICE PER CUBIC YARD	\$	\$	
MM2. Furnish, install and compact #57 limestone	10	PRICE PER CUBIC YARD	\$	\$	
TOTAL GROUP MM			\$	\$	
Group NN - Hydro Vac/Cleaning, Complete as specified.					
NN1. Mobilization/Demobilization	2	PRICE EACH	\$	\$	
NN2. Equipment and Labor	10	PRICE PER HOUR	\$	\$	
NN3. Water/Mud Disposal	100	PRICE PER GALLON	\$	\$	
TOTAL GROUP NN			\$	\$	
OO. Labor – Prior Written Approval Required					
Additional labor not included in other items of work (Not to exceed 20%)	LOT		Allocation	\$50,000.00	
Force Account Cost + _____ %					
Completion of this section required by Bidder for Evaluation					
TOTAL GROUP OO			\$	\$	
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEAR			DELIVERY (Days)	PAYMENT DISCOUNT %	
				% Days	
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.			FOR PURCHASING USE ONLY		

BID SCHEDULE OF ITEMS			BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID				
Labor and Material to Install, Repair, Replace and Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025			NAME OF FIRM:	
AUTHORIZED SIGNATURE:			DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION
PP. Materials – Prior Written Approval Required				
Materials not included in other items of work. (Not to exceed 15%)			Allocation	\$100,000.00
Force Account Cost + _____ %				
Completion of this section required by Bidder for Evaluation				
TOTAL GROUP PP			\$	\$
TOTAL ALL ITEMS GROUP A THROUGH PP			\$	\$
ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.			DELIVERY (Days)	PAYMENT DISCOUNT %
				% Days
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.			FOR PURCHASING USE ONLY	

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

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

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

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

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

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

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

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

B-12 DELAY FOR CAUSES BEYOND CONTROL.

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

B-13 PATENTS.

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

B-14 DELIVERY.

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

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

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

B-15 LABORATORY TEST.

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

B-16 FAILURE TO MEET SPECIFICATIONS.

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

B-17 SAFEGUARDS.

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

B-18 STATE OR FEDERAL TAXES.

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

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

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

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

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

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

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

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

B-22 EQUAL OPPORTUNITY.

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

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

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

B-23 DURATION OF CONTRACT.

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

B-24 REDUCTION IN PRICES.

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

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

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

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

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

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

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

B-26 LAWS, PERMITS, AND REGULATIONS

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

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

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

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

B-28 INDEMNITY

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

B-29 WARRANTY

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

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

B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 8, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

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

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

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

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

Specifications/Descriptions of Products and/or Services

Labor and Material to Install, Repair, Replace and/or Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025

Section C - Supplemental General Conditions

C.1. SCOPE OF SERVICES

C.1.1 The work to be completed under this section shall be to provide labor and materials necessary to install, repair, replace and/or maintain the duct line, street lighting bases and pull boxes, and other related incidentals as shown on the Bid – Schedule of Items pages and as directed by Cleveland Public Power's authorized representative (CPP).

C.1.2 CPP shall issue task orders in writing of all work packages, drawings and directives to be executed under this contract.

C.2. CITY FORMS

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

- A. Bid Bond
 - 1. Use the City's Bid Bond form.
 - 2. Follow the instructions in Part B and C of the Bidder's Check List completely.
 - 3. A bid bond is not required if your total bid is \$50,000.00 or less.
- B. Bid Form
 - 1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of at least 5% of your bid total.
 - 2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.
- C. Affidavit
 - 1. The first three lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.
 - 2. The state on page one must be the same state as the notary's commission stamp that appears at the bottom of page two.
 - 3. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
 - 4. 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. Complete and sign the bottom page 2.

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

Specifications/Descriptions of Products and/or Services

Labor and Material to Install, Repair, Replace and/or Maintain Duct Line, Street Lighting Bases and Pull Boxes 2025

Section C - Supplemental General Conditions

C.3. CONTRACT TERM

The Contract or contracts shall be for a period of two (2) years.

C.4. NON-MANDATORY PRE-BID MEETING

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 CPP personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.

The last day for questions is five (5) business days before the bid opening date. All questions must be submitted in writing to the buyer's attention, Jules Gilliam, by email at: jgilliam@clevelandohio.gov and to purchasing@clevelandohio.gov or via fax to, 216-664-2275.

C.5. APPROXIMATE QUANTITIES

The quantities of work to be done or material or equipment to be furnished as given for each item in the Bid - Schedule of Items are approximates only. They are not guaranteed to be accurate statements and quantities to be performed or furnished under this Contract but will be the basis upon which the contract will be drawn.

C.6. UNIT PRICES

All prices bid shall be on a per unit basis as indicated on the Bid – Schedule of Items pages and shall include all costs for handling and delivery, F.O.B. point of delivery. Bid prices shall be good for the term of the contract.

C.7. WARRANTY

The bidder shall warrant that the finished product shall be free from all defects of design, materials and workmanship for a period of one (1) year after final acceptance of all work performed under this contract. The contractor shall rectify, entirely at his own expense, any defects that may develop in said warranty period.

C.8. BID AWARDS

The City reserves the right to award a single contract for all items, or individual items, or by a combination of items. It is CPP's intention to **award one contract for the work to be performed.**

Specifications/Descriptions of Products and/or Services

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Section C - Supplemental General Conditions

C.9. METHOD OF MAKING AWARD

The award shall be made to the lowest and best bidder based on unit price per each item and/or extended total bid per group of items, delivery days, discount offered and conformance to specifications.

C.10. MATHEMATICAL ERRORS

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

C.11. GUARANTEE

The bidder shall guarantee that the material as furnished by him shall be free from all inherent defects of design, material and workmanship for a period of one year after delivery. He shall rectify, entirely at his own expense, any inherent defects that may develop in the said guarantee period. The city will not pay freight or shipping expenses for returning defective material.

C.12. DELIVERY

Duct Line, Street Lighting Bases and Pull Boxes shall be delivered without any additional charge for delivery. The vendors shall deliver the materials in an open truck during regular working hours and to the locations listed below. Employees of the various City Divisions shall pick the items from the end of the truck and place them on the stockpile.

All items of a size which makes them hard to handle or are fairly heavy are to be delivered in trucks with sliding top or canvas cover to facilitate unloading by crane.

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Section C - Supplemental General Conditions

CLEVELAND PUBLIC POWER

- Location: Various Cleveland Public Power storage sites. Call the Storekeeper at (216) 664-4200 twenty-four (24) hours before the date of delivery to obtain address for receipt of materials.
- Hours of Operation: 8:30 AM to 3:30 PM daily, (Saturdays, Sundays and Holidays excluded).

Storekeepers may refuse delivery of any items which do not meet the above stated conditions or the following Divisional requirements.

C.13. INVOICING AND PAYMENT (Supplemental to General Condition B-21)

A. INVOICING

The vendor shall submit invoices that appropriately reflect the material provided. Invoices must be typed and legible. Each invoice must be mailed as specified below: Original invoice to the Department of Public Utilities,

ATTN: Payable Unit,
1201 Lakeside Avenue, 4th Floor South,
Cleveland, OH 44114.

The email address is payables_unit@clevelandwater.com

1. The failure to deliver copies of invoices to the indicated location may lead to delays in payment.
2. A copy of the invoice should be delivered to the Utilities location as listed on the delivery order.

B. PAYMENT

1. The vendor must adhere to the terms set forth above and under C-12 Delivery and C-13A Invoicing. Each division will review their invoices upon receiving them. In order to perform this review, each division requires all of the following documents;
2. Relevant sections (e.g., the Schedule of Items section) of the contract with vendor;
3. A City of Cleveland Delivery Order (DO) that authorized the specific materials being invoiced;
4. Delivery documentation (e.g., Delivery Slip, Packing Slip, etc.), with an Acknowledgement signature and date from a CPP employee; and
5. An accurate invoice.

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The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice. The City will provide the contract and DO copies. Employees will use the above four 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, invoice quantities were delivered, contract prices were invoiced, discounts applied, etc.), The designated division will approve payment of the invoice through the City's internal processes. The City's Division of Account subsequently handles processing of the payment request, and the Division of Treasury issues the payment.

C.14. PREFERENCE FOR RECYCLED MATERIALS

Whenever the total price submitted by a bidder who includes recycled products and materials does not exceed by more than 5% the lowest price bid without recycled products and materials, that bid will be given preference provided that those recycled products and materials are readily procurable and are of equal or superior quality to products and materials made from non-recycled components.

C.15. SPECIAL PROVISION RELATING TO ACCEPTANCE OF DELIVERY

Anything in B-25 to the contrary notwithstanding, in the event that the execution of the contract is delayed for any reason beyond the date immediately succeeding the termination of a prior contract for the items which are subject to this invitation to bid, the date for the acceptance of delivery of said items shall be as fixed by the Board of Control Resolution making the award of the contract therefor. Should such prior contract not have expired on the date of award of the present contract, then the effective date of the new contract will be the day following the expiration of the prior contract.

C.16. PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE REQUIREMENTS

C.16.1. The Contractor shall maintain during the term of this Contract such general liability insurance including but not limited to bodily injury, property damage, contractual liability, products/completed operations coverage, and personal injury coverage wherein the City of Cleveland is named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any subcontractor performing any work under this Contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under this Contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance and a copy of

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the additional insured endorsement naming the City of Cleveland as additional insured shall be deposited with the Director of Finance prior to execution of the Contract. Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided to the City under the Contractor's insurance policy (ies) shall be primary with respect to Contractor's general liability, notwithstanding other insurance covering the City. The amounts of insurance shall be as described below.

NOTE: Self-insurance is not acceptable.

C.16.2. General Liability (Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury)

Such policy or policies shall be in an amount not less than a combined single limit of \$1,000,000.00 for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to, contractual liability, owners and contractors protective liability, personal injury as well as products/completed operations coverage of \$1,000,000.00.

Such coverage shall be on an occurrence basis. Coverage shall not be on a claims made basis.

If a deductible or self-insured retention is assumed, it may not exceed \$50,000.00 per occurrence and in the aggregate.

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

C.16.3. 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:

C.16.3.1 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.16.4.

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Any policies or certificates provided shall contain a special provision requiring the insurer, no less than 30 days prior to material change in, cancellation, reduction, lapse or non-renewal of the insurance afforded by the policy or policies with respect to the contract involved, to give written notice by certified mail to the Director of Finance. The provision may not contain language such as "endeavor to" or "failure to give such notice shall impose no liability or obligation of any kind on the company or its representatives" or any similar language limiting or abating the above requirement.

C.16.5. Indemnification

The maintenance of such insurance as outlined shall in no way constitute a waiver of Contractor's legal liability beyond the limits of insurance maintained for damages to any adjoining buildings or their contents or the work and property of others on the site. The Contractor shall hold the City and its agents, including the Director of Finance, free and harmless from any cost, injury, or damage resulting from the negligent or faulty performance by the Contractor or its Subcontractors.

C.17. EIGHT HOUR DAY – MINIMUM WAGE AND NON-DISCRIMINATION

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

Section 196. Except in case of extraordinary emergencies, not to exceed eight hours shall 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 shall 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 therefor 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 shall be no discrimination exercised against

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any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

C.18. LABOR AND MATERIALMEN

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

C.19. NO WAIVER OF LEGAL RIGHTS

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

C.20. INDEMNITY CLAUSE

C.20.1

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

C.20.2

In case of any and all claims against the City and its officers, agents or employees, by any employee of the Contractor, Subcontractors, its agents,

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

C.21. MINORITY BUSINESS ENTERPRISE CODE

Each bidder must comply with Interim or then effective CSB/MBE/FBE Regulations of the City Office of Equal Opportunity, Minority Business Enterprise Division, Minority Business Enterprise Requirements and submit as part of the bid documents, the report forms included.

C.22. 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 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 Ave, 4th Floor South, Cleveland, OH 44114.
- D. Each certified payroll report is require to contain the following information:
 - Contractor (or Subcontractor) Name, as it appears on the Contract;
 - Contractor (or Subcontractor) Mailing Address;
 - Contractor (or Subcontractor) Telephone Number;
 - Contractor (or Subcontractor) Facsimile Number;
 - Contractor Federal Tax Identification Number;
 - Name of prime Contractor;
 - Contract Number;

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- Contract Name/Title;
- Timeframe that the certified payroll report covers;
- A detailed listing of employee information, including:
 - First and Last Name of each employee working on any job under the prime's contract during the certified payroll timeframe;
 - Home Address of each employee listed;
 - Social Security Number of each employee listed;
 - Sex of each employee listed;
 - Race of each employee listed;
 - Work Class of each employee listed (in accord with the work classes defined by the Ohio Department of Commerce, Wage and Hour Bureau);
 - Hours Worked under the prime's contract for each employee listed, by day/date and separately identified as regular time or overtime;
 - Total Hours Worked under the prime's contract for each employee listed;
 - Base Rate for each employee listed, by the Work Class applied to the specific work performed;
 - Gross Earnings of each employee listed;
 - Each deductions and deduction amount for each employee listed, including medical, social security, pension, vacation, union dues, et cetera;
 - Total taxes withheld of each employee listed;
 - Net Earnings of each employee listed.

The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof. It confirms that the payroll covered in the certified report is in compliance with Ohio Revised Code Chapter 4115 and, thereby, in compliance with this Contract in relation to wage rates, permissible deductions, and other requirements therein.

- E. Failure to submit biweekly certified payroll reports and/or identified noncompliance items may result in withholding of invoice payments until the missing documentation and/or corrections made to certified payrolls to bring the Contractor/Subcontractor into compliance has been received.
- F. Upon completion of the contract term and prior to final payment thereof, each Contractor or Subcontractor shall file with the CPP Contracts Administration 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.
- G. All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following: Division of

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Cleveland Public Power, Contracts Administration, 1300 Lakeside Avenue, Cleveland, OH 44114.

C.23. PREVENTION OF DUST AND DIRT

The movement and use of machinery and equipment both on and off the site(s) and the handling of material and conduct of the work shall be such as to avoid and eliminate unnecessary dirt and dust. Roadways shall be maintained by the Contractor so as to eliminate dust. The Contractor is also responsible for removing material spilled or tracked on City streets. Water shall be applied and City streets cleaned as directed when so ordered. The cost of dust and dirt prevention as herein described shall be included in the contract prices for the various items of work to be done under this contract.

C.24. CARE OF EXISTING UTILITIES

Contractor shall take all precautions necessary to prevent damage to existing utilities in the area(s) of construction. Contractor shall contact OUPS at 1-800-362-2764 in advance of construction so that existing utilities may be marked. Non-member utilities must be contacted directly. Cleveland Public Power makes no guarantees as to the accuracy of any utilities shown on the plans. During excavations, contractor shall pot hole, hand probe and/or hand dig as necessary when contractor is in the vicinity of, or suspects it is in the vicinity of, underground utilities. This shall be undertaken in order to establish actual/physical location of said utilities in order to minimize the occasion for damaging same or the potential for collateral damage to CPP's underground electrical duct system.

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

All costs associated with meeting and abiding by the requirements/criteria of C.17 shall be included in Contractor's Unit Prices.

C.25. PROJECT SIGNS

C.25.1 Before commencing work on this project the Contractor shall furnish, erect and maintain two signs on the project at the locations directed by CPP. The signs shall remain in place until all work on the project has been completed.

C.25.2 The construction and wording of the sign shall be as per the detail

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drawings and specifications attached hereto. The Contractor shall request final confirmation of wording from CPP.

C.25.3 These signs shall remain the property of the Contractor. The cost of furnishing, erecting, modifying, maintaining and relocating these signs shall be paid for at the bid unit price per each of project sign as shown on the bid sheet. Modifying the signs shall include changing the names or other information shown on the signs when directed by CPP.

C.25.4 Project sign:

Materials

3/4" thick AC or AD exterior grade plywood, 4" x 4" nominal support posts, length as necessary

Assembly

To be mounted directly to the 4" x 4" posts

Mounting

Signs are to be mounted to the 4" x 4" posts with a 3/8" minimum bolt and nut, four on each side of the sign. Each bolt is to have two washers, one between the sign and the head of the bolt and the other between the post and the nut.

Paint

Face - Prime coat and two-(2) finish coats outdoor enamel (sprayed)

Rear - Prime and one-(1) finish coat outdoor enamel (sprayed)

Colors

As detailed on the drawings

Lettering

Exterior grade enamels. Lettering and sizes and positioning will be as illustrated.

Location and height of signs will be coordinated with CPP. The sign will be located to prevent any possibility for obstruction to traffic line of sight.

C.26. SUPERVISION

Contractor's supervision shall be in accordance with and conform to the requirements detailed in Exhibit A, General Requirements.

C.27. APPROVAL AND ACCEPTANCE

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C.27.1 Upon completion of the task order as herein provided, the Contractor shall notify CPP, in writing that the task order has been completed and is ready for commissioning, if so required.

C.27.2 The inspection by CPP will then be conducted. Upon Acceptance by CPP, the task order shall be considered complete within the meaning of these specifications.

C.27.3 The final invoice shall not be paid until all task orders have been satisfactorily completed, and the guarantee period shall begin immediately upon the successful completion of all task orders and not before.

C.28. POTENTIAL BIDDER QUALIFICATIONS

The potential bidder's company shall have been in the business of and directly engaged in underground utility construction for minimum five years, preferably including electrical duct bank installations.

Each Bidder/Contractor wishing to be considered for award of the Work covered under this agreement, shall submit with its bid two (2) bound sets of the following documentation/information exactly arranged, numbered and formatted as indicated below:

Section 1 – Potential bidder's company profile; customer lists including description of work performed for each customer, locations, dates and size of projects in dollar value and quantities, customer addresses, phone numbers and individual to contact.

Section 2 – Copy of potential bidder's Safety Program

Section 3 – Copy of potential bidder's Drug and Alcohol Free Workplace Program

Section 4 – Completed copy of CPP's Contractor Safety Information (Short Form) – See Exhibit D

Section 5 – Potential bidder's Project Organizational Chart and resumes of proposed Project Manager(s), Superintendent(s) other key field staff and key management personnel.

Section 6 – Contractor's Quality Assurance/Quality Control (QA/QC) Program

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Section C - Supplemental General Conditions

Bidders/Contractors not meeting the required criteria and/or bids received without the preceding information, in its entirety, shall be disqualified as non-compliant with these specifications.

Note: Bidders who have exhibited a distinct history/predisposition for damaging underground utilities adjacent to and/or intersecting its work, whether these utilities have been marked or unmarked by OUPS, shall be disqualified from consideration for work covered by this bid package/contract. (See paragraph C.17 for CPP expectations).

C.29. EVALUATION OF BIDS

The City of Cleveland, Division of Cleveland Public Power will reject bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within submittal. Performance, cost, timeliness and safety shall be considered as of the essence of the contract and/or contracts.

C.30. EXCEPTIONS

The bidder shall mark any exceptions to the specifications and shall provide a separate list of any such exceptions to the specifications. If the bidder takes exceptions and fails to provide a separate list of exceptions, the bid shall be rendered non-responsive.

- END OF SECTION C -

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Section D – Detailed Specifications

D.1 SCOPE OF WORK

The scope of work to be performed under this contract includes, but is not limited to, excavation, pavement removal and replacement, curb removal and replacement, underdrains, subbase, installation and/or repair of miscellaneous underground duct lines, manholes, pullboxes and streetlighting pole bases, adjustment of castings to grade, seeding and mulching and all related/incidental work required by these specifications, as directed by CPP and subsequent work order documents and drawings issued for construction.

D.2 MAINTAINING TRAFFIC

D.2.1

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

D.2.1.1

Contractor shall furnish and maintain all required traffic control devices, including but not limited to weighted drums, traffic cones, traffic control signs, barricades, warning and flasher lights, and any and all other warning or traffic channeling devices required for the control of traffic in the construction area.

D.2.1.2

Contractor shall place, relocate and remove the traffic control devices as needed and in accordance with all applicable regulations.

D.2.1.3

Contractor shall make any and all changes of the arrangement of warning and channelizing devices as required by the progress of the work and when the flow of traffic must be changed or be maintained as required.

D.2.1.4

Contractor shall provide competent flagmen and/or off-duty policemen to assist the flow of traffic and for the safe maneuvering of equipment and trucks used for construction work under this contract. Flagman and/or off-duty policemen must be on duty at all times when construction work is in progress.

D.2.1.5

All barricades shall have the necessary lighting to provide a warning to approaching vehicles. The Contractor shall maintain these lights.

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D.3 EXCLUSION OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means for removing water from excavations or other parts of the work/areas, or for preventing the sides from sliding or caving, and contractor shall remove the water.

D.4 CONSTRUCTION AND MATERIAL SPECIFICATIONS

The State of Ohio, Department of Transportation, Construction Material Specifications, latest edition, shall govern the work covered under this contract. The specifications referenced above may only be modified as depicted on the project drawings or in the project specifications.

D.5 GRANITE CURB REMOVED

When existing granite curb has to be removed and replaced with concrete curb, the following method of disposal shall be used. The curb is to remain the property of the City of Cleveland. This curb shall be delivered to the Division of Streets storage yard, Eaton Building, 2301 East 65th Street, Cleveland, Ohio. Payment for this item of work will be made at the unit price bid per linear foot of freestanding concrete curb.

D.6 DISPOSAL OF CASTINGS

All Cleveland Public Power castings removed and not reused shall be delivered to the Cleveland Public Power storeroom at 2490 West 41st Street, Cleveland, Ohio. All other City owned castings are to remain the property of the respective departments within the City of Cleveland. These castings shall be delivered to the owning department's storage yard as directed by CPP.

D.7 TREE AND/OR STUMP REMOVAL

The cost for removal of any and all vegetation with a stem diameter of 4" or less shall be included in contractor's unit prices.

D.8 SEALING GUTTERS, JOINTS AND CASTINGS

All gutters, joints, merger joints and castings shall be sealed.

D.9 DEMOLITION MATERIAL

Demolition material such as asphalt, concrete, brick, stone, other masonry, steel, iron, etc. and excess excavated materials, shall be hauled away from the construction site and disposed of in a landfill site approved by the local governmental authority. The Contractor shall identify the landfill and/or reclaim/recycle site location and owner and shall submit a copy of the site permit issued by the local governmental authority to CPP. The requirements are the same for the Contractor's owned site. No material shall be removed from the project site prior to the approval of the disposal site by CPP.

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When requested, Contractor shall also submit dray slips to CPP from the operator of the disposal site for all materials removed from the project site. The cost involved shall be included in the unit price bid for the related or appropriate pay items.

D.10 CONCRETE MIX DESIGN

All applicable work items shall be bid using the concrete mix design specified in this section.

Minimum 28-day compressive strength shall be 4,000 PSI. Minimum cement content shall be 650 lb. per cubic yard and shall conform to ASTM C-150 or C-595. Water cement ratio shall be 0.45 maximum. Slump shall be 3" per ASTM C-94, but may be increased to 7" with the use of chemical admixtures per ASTM C-494. Entrained air shall be maintained at 4 to 7.5% per ASTM C-173 or C-231. Aggregate size shall be No. 57 for coarse aggregate and fine aggregates shall be per ASTM C-33.

There may be occasions when contractor will be instructed to use high early cement. When high early strength is required, ASTM C-150 Type III A cement or admixtures in accordance with ASTM C-494 shall be used.

D.11 REINFORCED CONCRETE PAVEMENT

Concrete pavement shall be placed as per ODOT Item 451 as modified herein. All concrete shall conform to the concrete mix design section of these specifications. Payment will be made based on units defined on the Bid-Schedule of Items.

D.12 BRICK PAVEMENT

Brick pavements removed shall be replaced to match the existing unless otherwise directed by CPP's authorized representative. If brick pavements are replaced with a pavement of a different type, removal and replacement will be considered on the basis of the replacement type.

D.13 ASPHALT CONCRETE

Asphalt pavement shall be placed as per ODOT Items 403 and 404 as modified herein. Payment for Item 403, 1-1/2" Asphalt leveling course and Item 404, 1-1/4" Asphalt surface course will be made based on units defined on the Bid-Schedule of Items. (Note: Extent of replacement of asphalt pavement shall be as described/required on City permit(s) or as directed by CPP.

D.14 ADJUSTING STREET CASTINGS

Cleveland Public Power castings shall be brought to proper grade by the contractor by adjusting said castings on concrete rings, mortar, brick or stone masonry as directed by the

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appropriate Cleveland Public Power's authorized representative.

The contractor shall remove existing pavement as required to adjust castings and shall replace same with Job Mix "High Early Strength" concrete.

The price paid for bringing each street casting to grade shall be the contractor's unit price bid for each and shall include all labor, equipment and materials necessary to complete the work.

Care shall be exercised in moving castings such that no damage is done to the castings or the structures. Damaged castings or structures shall be replaced or repaired to the satisfaction of Cleveland Public Power at contractor's expense.

D.15 CONCRETE WALKS AND DRIVEWAYS

Except as otherwise directed, concrete sidewalks and driveways shall be one course of concrete. Sidewalks shall be a minimum of four (4) inches thick and driveways shall be a minimum of six (6) inches thick.

D.15.1 Forms

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

D.15.2 Joints

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

D.15.3 Surface Finish

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

D.15.4 Curing

All concrete shall be cured by the use of white liquid film. This white liquid shall have twenty-five (25) to thirty (30) percent effective solids and meet the

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requirements of ODOT 705.08 Class 2 (pigmented). A transparent liquid film may be substituted with prior written approval of Cleveland Public Power.

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

D.15.5 Expansion Joints

Prepared strips of premolded fiber expansion material meeting the requirements of ODOT 705.03 shall be one-half inch in thickness and of sufficient width to extend the entire depth of the concrete. They shall be placed in such a manner that the joint will be filled to within one-half inch of the finished surface of the concrete. Joints shall be constructed at intervals no greater than fifty feet unless otherwise ordered.

Joints shall be placed where the sidewalk abuts curbing or other lateral sidewalks and along the building line where the sidewalk or driveway is laid full width from the curb to the building or other structures, or as otherwise directed by CPP. The edges of all joints so placed shall be rounded as hereinbefore specified. The cost for such expansion joints shall be included in the unit price of installing walk, driveway or curb.

Where an expansion joint occurs in the abutting pavement, a three-quarter inch thick prepared strip of premolded fiber expansion material, extending entire depth and meeting the requirements of AASHTO M153 shall be placed through the curb and the sidewalk or along the edge of the driveway or integral concrete radius curbing and walk.

Expansion joints shall be placed at every change in depth of the concrete.

D.15.6 Transverse Joints

All curbs and the curb portion of integral concrete radius curbing and walk shall have one-quarter inch contraction joints constructed at maximum of six (6) foot intervals. For integral concrete radius curbing and walk and integral concrete curb and walk these joints shall line up with every joint cut in the sidewalk. The joint may be constructed with the use of metal separator plates, by the use of grooving

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tool, or sawed in accordance with the requirements ODOT Item 451. The depth of joint shall be one-inch minimum. The bottom of the saw kerf shall slope to the pavement or curb. The joint shall be filled with 705.01 or 705.02 joint sealer. Where expansion joints occur in the abutting pavement, they shall be provided for by separation of the section being placed with three-quarter inch 705.03 expansion joint.

D.16 SAW CUTTING

When existing concrete pavement, driveway, curb or sidewalk necessitates cutting into the existing slabs for removal, the cutting shall be affected by using a suitable concrete power saw which will produce a straight and smooth finish along the sawed edge. The depth of cutting or scoring shall be such that no damage will result to the remaining slab after the removal of the designated portion. The location of all cuts shall be determined by Cleveland Public Power. Any damage to slabs not designated for removal shall be replaced at contractor's expense. *(Note: Saw cutting shall be included as part of each unit price where saw cutting is required to accomplish the identified work).*

D.17 CONCRETE CURBS

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

D.18 UNDERDRAINS

Underdrains shall be placed as per ODOT Item 605 except as modified herein. All work incidental to the placement of underdrains shall be included in the payment for the placing of concrete curb.

D.19 LAWN REPAIRS

Lawn repairs shall be performed as per ODOT Item 655 except as modified herein. Restoration of disturbed lawn areas shall consist of all necessary work including placing of topsoil as needed, seed and fertilizer. No separate compensation will be made for topsoil or fertilizer.

D.20 FOUNDATION INSTALLATION

All foundations to be installed as part of this contract shall be cast-in-place concrete per Cleveland Public Power standard drawings. Price bid for these items shall include all labor, equipment, materials and those items incidental to their construction including, but not limited to, excavation, forms, backfill, reinforcing, anchor bolts and entrance duct.

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D.21 PULLBOX REMOVAL AND INSTALLATION

All pullboxes to be removed shall be removed entirely and disposed of properly. Where no new pullbox is to be installed, the resulting hole shall be backfilled and properly compacted prior to restoration of the surrounding area. New pullbox installation shall be per Cleveland Public Power standard drawings, ANSI Tier-22 Box & Cover.

D.22 TRENCH AND FOUNDATION EXCAVATION

Side slopes of excavations shall be maintained in accordance with OSHA guidelines. Approved suitable materials for backfilling shall be stockpiled a sufficient distance away from edges of excavations to prevent overloading of side slopes, slides and cave-ins. All unsuitable materials shall be disposed of offsite. When required, excavations shall be excavated laterally to allow for formwork construction and removal and compaction of backfill materials. Foundation excavation bottoms shall be proof compacted to 95% of ASTM D698, and shall be protected from flooding or drying out during the excavation process. Excavations under railways shall conform to "Specifications for Pipeline Occupancy of Consolidated Rail Corporation Property". **(Note: Wheel trenching equipment shall not be utilized for any excavations under this Contract without the prior written approval of CPP).**

D.23 BORING CASING PIPE

Contractor shall provide all labor, equipment, and materials to furnish and install steel underground casing of designated size beneath railroad or highway by boring and jacking. Steel pipe shall have a specified minimum yield strength of at least 35,000 psi. Steel casing pipe, with a minimum cover of 5-1/2 feet, shall have a minimum wall thickness as shown in the following table unless computations indicate that a thicker wall is required. Units of measurement shall be as detailed for various items on the Bid-Schedule of Items.

All pipes shall be handled and shipped in such a manner as to prevent damage. All damaged pipe shall be replaced. Pipe bore shall conform to lines and grades as shown on the drawings.

Pipe joints shall be partial penetration welded over the full circumference of pipe; no backing strips allowed. Pipes shall be aligned to $\pm 1/16"$. Weld details and the ASTM or API specification and grade for the pipe shall be submitted to CPP for review prior to starting work.

After installation of conduits and spacers, pipe shall be filled with grout. Conduits shall be securely supported until grout sets to eliminate voids. Upon completion, ends of pipe shall be referenced using 2 in-line or 3 swing tie reference points for each end of pipe. Copies of survey notes shall be submitted to CPP upon completion.

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STEEL BORING CASING PIPE THICKNESS TABLE

Pipe Diameter	Coated or Cathodically Protected	Uncoated and Unprotected
Nominal Pipe Size inches	Nominal Wall Thickness inches	Nominal Wall Thickness inches
10 and under	0.188	0.188
12 & 14	0.188	0.250
16	0.219	0.281
18	0.250	0.312
20 & 22	0.281	0.344
24	0.312	0.375
26	0.344	0.406
28	0.375	0.438
30	0.406	0.469
32	0.438	0.500
34 & 36	0.469	0.532
38	0.500	0.562
40	0.531	0.594
42	0.562	0.625
44 & 46	0.594	0.657
48	0.625	0.688
50	0.656	0.719
52	0.688	0.750
54	0.719	0.781
56 & 58	0.750	0.812
60	0.781	0.844
62	0.812	0.875
64	0.844	0.906
66 & 68	0.875	0.938
70	0.906	0.969
72	0.938	1.000

D.24 DUCTLINE INSTALLATION

Duct installation shall consist of concrete encased PVC duct of various sizes and configurations as designated in the Bid-Schedule of Items. Minimum depth of cover for all power ducts shall be thirty-six (36) inches unless otherwise directed by CPP. Payment for these items of work shall include all duct, bends, sweeps, fittings, spacers, concrete, identification dye, backfill and other incidentals required to provide a complete and usable ductline. All conduit runs shall be rodded ***prior to*** concrete/street restorations and have a

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pull string installed in each duct, unless otherwise instructed by CPP. All costs for excavation (including required sheeting/shoring) except pavement removals, as stated on the Bid-Schedule of Items shall be included as part of the unit price for this item of work. Backfill shall be Low Strength Mortar Backfill, Type I, per ODOT Construction and Materials Specifications Item 613, unless noted otherwise in the specifications. Contractor shall clean all male/female ends of PVC duct with PVC cleaner. PVC cleaner shall be a visible color upon application – clear PVC cleaner is unacceptable.

D.25 INSTALLED DUCT BANK IDENTIFICATION DYE

Contractor shall furnish and install red ochre powder dye atop concrete duct encasements.

Dye shall be SGS Dry Shake Color Hardener –DSG 4175 or approved equal. Dye shall cover the full width and length of duct bank runs and be a **minimum thickness of 1/4"**.

Contractor shall completely work/mix powdered dye into the top several inches of wet concrete prior to backfilling. Contractor shall notify CPP for inspection/approval prior to backfilling. (Note: Failure to notify CPP in a timely manner for inspection and/or failure to properly apply dye as specified above, in whole or part, shall result in a deduction of 10% of the total calculated non-inspected duct bank cost).

D.26 DUCTLINE REPAIR/REPLACEMENT

Ductline repairs shall consist of the removal of designated portions/sections of an existing ductline and replacement of defective duct and concrete encasement as necessary. Payment shall be made per linear foot of EACH CONDUIT in duct bank repaired including all labor, equipment and materials necessary to return the duct to a usable condition. All costs for excavation except pavement removal/restoration and shoring as indicated within the specifications and/or detailed on the Bid-Schedule of Items shall be included as part of the unit price for this item of work. Backfill shall be Low Strength Mortar Backfill, Type I, per ODOT Construction and Materials Specifications Item 613, unless directed otherwise by CPP's authorized representative. (Note: Contractor may be repairing ducts that **contain energized cable(s)**). Cleveland Public Power shall advise Contractor of duct status. Cost for working under these conditions shall be included in Contractors unit price(s)

D.27 PVC P & C POWER UTILITY DUCT

This specification included but not limited to the requirements of underground equipment associated with Electric Power Systems such as non-metallic conduit and the more common fittings as used to enclose underground electrical power cable runs. It covers details on the 2-inch, 4-inch, 5-inch and 6-inch sizes of the following items.

1. Conduit – corrugated flexible PVC, NEMA Standard 1-27-82 and TC-12-1982.
2. Conduit – non-metallic loc-duct-split

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3. Conduit – Smooth wall, polyvinylchloride (PVC).
Type I EB-20 (encased burial) product requirements
NEMA TC-6, UL-615A, ASTM F-512 and ANSI C-130.2.
Type II DB-60 (direct burial) product requirements
NEMA TC-6, ASTM F-512 and ANSI C-130.2.
4. Conduit type couplings
5. Threaded conduit couplings
6. End Bells
7. Elbows (sweeps) – degree types
8. Conduit spacers – base and intermediate types
9. FRE Conduits

D.27.1 Standards

The conduit and fittings shall be in accordance with the latest applicable standards such as NEMA TC (6) (9), Federal Specifications W-C 1094A and ASTM F-512. All items common to a specific size and type of conduit shall be mating if supplied under different manufacturers according to NEMA Standards.

D.27.2 Materials:

The basic compound used to manufacture the conduit and fittings shall be of virgin homopolymer PVC compound having the cell classifications as detailed in the ASTM F-512 Standard and in the applicable ASTM Specification D-1784. The ASTM Standards shall also outline the required guidelines and limits on the allowable quantities of reworked PVC material which can be used in making up batches of homopolymer PVC compound.

The basic compound used for conduit shall have a minimum tensile strength of 4000 psi. The molded fittings shall be made of homopolymer PVC compound that equals or exceeds the requirements of ASTM D-1784.

The several types of PVC conduit shall be rated for use with 90° Centigrade rated power cables.

The solvent cement for joining Type EB (PVC) and DB (PVC) shall meet the requirements of ASTM F-512 and ASTM D-2464.

The joining of polyethylene (PE) Federal Type 111 shall be in accordance with the manufacturer's instructions and requirements.

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D.27.3 Requirements

D.27.3.1 Workmanship

The conduit and fittings shall be homogeneous and free from visible cracks, holes, foreign inclusions or other detrimental defects. These items shall be as uniform as is commercially practical with respect to color, opacity, density and other physical properties.

D.27.3.2 Dimensions

The dimensions and tolerances shall be in accordance with ASTM F-512.

D.27.3.3 Conduit Stiffness

The minimum pipe stiffness shall be in accordance with the tabulated values listed in the latest applicable ASTM F-512.

D.28 MANHOLE INSTALLATION

Precast concrete manholes of various sizes as stated on the Bid-Schedule of Items shall be set, complete in place, including all sheeting/shoring, labor, equipment and materials. All duct entries shall have the proper end bells cast into the walls at the spacings indicated on Cleveland Public Power standard drawings. End bells shall be flush with the inside face of the manhole and the manhole wall shall be smooth and free of any defects which might damage cable as it is pulled in or out of the manhole. Details of duct entrance locations, pulling iron locations, access hole and sump hole location and any other openings will be supplied to the contractor for each individual location at the time a particular job is let for construction. All costs for excavation except pavement removals as stated on the Bid-Schedule of Items shall be included as part of the unit price for this item of work. Any manhole, which does not meet the above requirements, will be rejected for use by Cleveland Public Power and the costs to repair, remove and/or replace, as directed by CPP, shall be borne by the Contractor. Backfill material shall be Low Strength Mortar Backfill, Type 1, per ODOT Construction and Materials Specification Item 613, unless noted otherwise on the drawings. All leveling mats shall be concrete per CPP Standard Dwg. 19-11 unless indicated otherwise on the drawings.

MANHOLE RINGS AND COVERS

All castings shall be made in accordance with ASTM specifications A-48 Class 30B.

D.28.1 Cleaning and Testing of Castings

All castings shall be reasonably smooth and free from injurious defects. Riser, fins and cast-on pieces shall be removed. All castings shall be thoroughly cleaned and

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subjected to a careful hammer test. No casting shall be coated unless clean and free from rust.

D.28.2 Coating of Castings

Each casting shall be sprayed or brushed inside and out with one coat of asphaltic compound varnish. The varnish shall be made of high grade asphalt fluxed and blended with properly treated drying oils and thinned to a proper consistency with a volatile solvent. The varnish shall be equal to Black Asphalt Varnish as manufactured by the Excelsior Varnish Works, Incorporated, Cleveland, Ohio 44102. Other methods of coating and types of coating materials shall be subject to approval.

D.28.3 Machining

The bearing surfaces of all round covers and rings shall be machined smooth, wherever indicated on any of the drawings.

D.29 SHEETING, SHORING AND/OR SHIELDING

All excavations shall be performed in accordance with the Department of Labor, Occupational Safety and Health Administration, 29 CFR Part 1926. Sheet piling, shoring and/or shielding shall be used whenever necessary in order to meet the requirements of the above regulations. Any payment for this item of work shall include all labor, equipment and material for placement, adjustments and removal of the system for the depths as indicated on the Bid-Schedule of Items and/or as included in other items of work.

D.30 PAVEMENT REMOVAL

The work covered by this unit price includes the removal and disposal of all roadway sub-driving surface pavements/conditions. *Pavement/conditions* in this context includes, but is not limited to, reinforced and non reinforced concrete, subsurface abandoned brick/stone pavers, embedded items including but not limited to rails, cross ties etc.

D.31 FIELD OFFICE

If deemed needed by CPP, Contractor shall provide a project field office. The field office shall be as per ODOT Item-619 Type A, except as modified below:

Provide Heat, A/C, suitable lighting and electricity; desk, table, filing cabinet and chairs; miscellaneous office supplies if needed.

D.32 HYDRO VAC WORK

Contractor shall furnish fully manned and operable hydro vac equipment, including but not limited to water, water pressure devices to break loose caked mud/soil/debris and proper suction equipment to vacate same from manholes or other areas as directed by CPP.

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Disposal of water and slurry shall be in a facility meeting the requirements and standards of all local, state and federal environmental agencies. Contractor shall identify waste facility (ies) intended for disposal and provide disposal receipts when requested by CPP.

(Note: This work shall be reimbursed on a Force Account basis as detailed in the General Requirements).

D.33 HYDRO EXCAVATION

Contractor shall furnish fully manned and operable hydro excavation equipment (minimum 8000 CFM), including but not limited to water, pipes, hoses, excavation barriers/warning tape etc. to provide hydro excavation as directed by CPP. Disposal of water, mud and debris shall be in a facility meeting the requirements and standards of all local, state and federal environmental agencies. Contractor shall identify waste facility (ies) intended for disposal and provide disposal receipts when requested by CPP.

D.34 EXECUTION OF WORK AND SCHEDULING

Notwithstanding the requirements detailed in Exhibit A, General Requirements, Cleveland Public Power hereby notifies Contractor that, due to a myriad of unforeseen circumstances, CPP and City needs, projects/work assigned to Contractor under this agreement may be on short notice, short duration and require mobilization and/or **work to commence immediately**. With this in mind, Cleveland Public Power requires and Contractor hereby concurs that it possesses the commitment, willingness and resources necessary to support all such contingencies and requirements.

Situations may arise when Contractor's services are required after normal working hours to respond to what Cleveland Public Power considers emergency situations. With this in mind, Contractor shall be capable of and required to respond to Cleveland Public Power's needs 24 hours per day 7 days per week – including weekends and holidays. When so contacted by Cleveland Public Power after normal working hours and Contractor notified their services are needed immediately, Contractor shall be fully mobilized and at the designated site within two (2) hours of Cleveland Public Power's notification. Costs associated with an emergency after hours call-out shall be paid to Contractor under the Force Account provisions of this contract.

D.35 ATTACHMENTS

The following Exhibits detail additional specification, construction, and/or contractual requirements and obligations. Contractor shall abide by and enforce the requirements and provisions of the Exhibits throughout the duration of this contract. Any and all costs associated with complying with and conforming to the Exhibits shall be included in Contractor's pricing structures.

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Prevailing Wage Requirements

APPENDAGE

<u>Exhibit A</u>	General Requirements
<u>Exhibit B</u>	Cleveland Public Power Electric Construction Standards
<u>Exhibit C</u>	City of Cleveland Curb Ramp Standards (Handicap)
<u>Exhibit D</u>	Cleveland Public Power Contractor Safety Information (Short Form)
<u>Exhibit E</u>	Specific Unit Descriptions Sketch MJ-HHDEM-0205 Sketch MJ-SSRMH-0605
<u>Exhibit F</u>	Backfill Material and Backfilling Procedures
Exhibit G	CPP Construction Notes
Exhibit H	Regulations Governing the laying of concrete sidewalks, aprons & curbing
Exhibit I	Pavement Repair
Exhibit J	CPP Temporary Ductbank Support
Exhibit K	CPP UG Installation Detail
Exhibit L	CPP specs for CMU MH Wall (profile view)
Exhibit M	CPP specs for CMU MH (profile view)
Exhibit N	Concrete Block Wall Replacement
Exhibit O	Rebar CMU Wall Opening

- END OF SECTION D -

Exhibit A
General Requirements

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Exhibit A

General Requirements

Section 1 Project/Administrative Provisions

1.01 Project(s) Execution

- A. Contractor shall provide competent, suitably qualified personnel to survey lay out and perform construction as required by Contract Documents. Contractor shall at all times maintain good discipline and order at site (s).
- B. Contractor, when requested by CPP, shall dismiss ineffectual and/or incorrigible Contractor employees from Work and such persons shall not again be permitted to return to Work on any Cleveland Public Power project/site without written consent CPP.
- C. Workmanship shall be of best quality.
- D. The Contractor shall employ competent, professional and experienced Superintendent(s), Project Manager(s) and support staff to adequately manage and supervise Work and represent the Contractor. CPP must approve the Contractor's proposed staff in writing. The Contractor shall furnish in writing names of project management team and supervisory staff associated with Cleveland Public Power Work. The Contractor shall gain prior written approval from CPP, before making any changes and/or transfers of Contractor's management and/or supervisory personnel assigned to Cleveland Public Power Work. The Contractor shall notify Cleveland Public Power, in writing, a minimum forty eight (48) hours in advance anytime Contractor's assigned Project Manager and/or Superintendent will be absent from the area/project site(s).
- E. Members of Contractor's project management team and supervisory staff who, in Cleveland Public Power's view, do not possess the temperament and/or skill set required for the Work/projects shall be replaced when so directed by Cleveland Public Power. Additionally, any management personnel who display an inability to complete Work in accordance with Contract Documents, fail to provide quality Work of acceptable standards by their own forces or that of their subcontractors or unnecessarily delay Work shall be dismissed from project when directed by Cleveland Public Power's authorized representative. These individuals shall not again be permitted to serve in any position directly related to any Cleveland Public Power project/Work.
- F. Contractor shall be responsible for Work of its employees, subcontractors and suppliers. Any employee, subcontractor and/or supplier who fail to perform Work in accordance with the Contract Documents will be removed from the project at direction of CPP, and shall not be permitted to return. Contractor shall bear all expenses associated with dismissal including but not limited to employment costs, subcontracting costs, reassignment and legal costs. Contractor shall replace any dismissed entity with a suitable replacement within a reasonable time as defined by CPP, and notify CPP in writing of proposed replacement.

1.02 Copies of Drawings and Construction Documents

- A. CPP shall furnish Contractor a minimum of three (3) full size copies of Drawings, Specifications and/or other construction documents when Work orders or packages are issued for construction, including changes, revisions and/or modifications to the Work. Contractor shall be responsible for making a minimum of 4 sets of 11 X 17 drawings for CPP use plus any additional copies needed for its own use. Costs for these drawings shall be included in Contractor's Unit Price for the items in the work order.

1.03 Contractor Management

- A. Contractor shall furnish CPP, a list identifying all Contractor employees in management, construction supervision and/or support positions related to this contract. As a minimum the list shall contain name, title/responsibility, business phone number, business FAX number, business cellular phone number, business pager number and home phone number. The following is a list of personnel/functions covered by this requirement:
 - 1. Project Manager(s)
 - 2. Superintendent(s)
 - 3. General Foreman (if utilized)
 - 4. Purchasing Agent
 - 5. Scheduler
 - 6. Quality Control Manager
 - 7. Estimator
 - 8. Business Manager/Accounting Supervisor
 - 9. Corporate Officer responsible for Cleveland Public Power Work
 - 10. President and/or CEO of company
- B. Contractor shall assign a Project Manager with whom Cleveland Public Power shall deal with as a sole point of contact for all work performed under this Contract. Contractor's Project Manager shall be a current/active member of the Project Management Institute, unless waived by CPP and possess the skill sets mandated for proper project planning, communications, interface and scope of work execution.

1.04 Work Site Location

- A. The Work area contains all areas included in the CPP supply system. Contractor may be required to perform Work in any geographical location within the CPP system at no additional expense to Cleveland Public Power.

1.05 Reference Standards

- A. For products specified by association or trade standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Date of standard that is in effect as of Bid date shall govern except when specific date is specified.

- C. When required by individual Specifications Section, obtain copy of standard. Maintain copy at job site during submittals, planning, and progress of specific Work, until Substantial Completion.
- D. Abbreviations used in Drawings and Specifications are as specified in ANSI Y1.1 and IEEE 260.
- E. Codes and standards of following agencies, including but not limited to the following, may be referenced in Contract Documents.
 - 1. Codified Ordinances of the City of Cleveland
 - 2. Ohio Basic Building Code
 - 3. Railroad Occupancy Requirements
 - 4. Corps of Engineers
 - 5. State of Ohio
- F. Schedule of references:
 - 1. AA – Aluminum Association
 - 2. AABC – Associate Air Balance Council
 - 3. AASHTO – American Association of State Highway and Transportation Officials
 - 4. ACI – American Concrete Institute
 - 5. ADC – Air Diffusion Council
 - 6. AEIC – Association Edison Illumination Companies
 - 7. AFBMA – Anti-Friction Bearing Manufacturers Association
 - 8. AGA – American Gas Association
 - 9. AGC – Associated General Contractors of America
 - 10. AGMA – American Gear Manufacturers Association
 - 11. AI – Asphalt Institute
 - 12. AITC – American Institute of Timber Construction
 - 13. AISC – American Institute of Steel Construction
 - 14. AISI – American Iron and Steel Institute
 - 15. AMCA – Air Movement and Control Association
 - 16. ANSI – American National Standards Institute
 - 17. APA – American Plywood Association
 - 18. API – American Petroleum Institute
 - 19. APWA – American Public Works Association
 - 20. AREA – American Railway Engineering Association
 - 21. ARI – Air Conditioning and Refrigeration Institute
 - 22. ASCE – American Society of Civil Engineers
 - 23. ASHRAE – American Society of Heating, Refrigerating and Air Conditioning Engineers
 - 24. ASME – American Society of Mechanical Engineers
 - 25. ASPA – American Sod Producers Association
 - 26. ASTM – American Society of Testing Materials
 - 27. AWI – Architectural Woodwork Institute
 - 28. AWPA – American Wood Preservers’ Association

29. AWS – American Welding Society
30. AWWA – American Water Works Association
31. BHMA – Builders’ Hardware Manufacturers Association
32. CBM – Certified Ballast Manufacturers Association
33. CDA – Copper Development Association
34. CLFMI – Chain Link Fence Manufacturers Institute
35. CMAA – Crane Manufacturers Association of America
36. CPSC – Consumer Products Safety Council
37. CRSI – Concrete Reinforcing Steel Institute
38. CSI – Construction Specifications Institute
39. EIA – Electronic Industries Associations
40. EJCDC – Engineer’s Joint Contract Documents Committee
41. EJMA – Expansion Joint Manufacturers Association
42. EPA – Environmental Protection Agency
43. FAA – Federal Aviation Administration
44. ETL – Electrical Testing Laboratory
45. FGMA – Flat Glass Marketing Association
46. FM – Factory Mutual system
47. FS – Federal Specification
48. GA – Gypsum Association
49. HMI – Hoist Manufacturer’s Institute
50. ICBO – International Conference of Building Officials
51. ICC – Interstate Commerce Commission
52. ICEA – Insulated Cable Engineers Association
53. IEEE – Institute of Electrical and Electronics Engineers
54. IES – Illuminating Engineering Society
55. IGCI – Industrial Gas Cleaning Institute
56. IMIAC – International Masonry Industry All-Weather Council
57. ISA – Instrument Society of America
58. MS – Military Specification
59. MSS – Manufacturer’s Standardization Society of the Valve and Fittings Industry
60. NAAMM – National Association of Architectural Metal Manufacturers
61. NEBB – National Environmental Balancing Bureau
62. NEC - National Electrical Code
63. NESC – National Electrical Safety Code
64. NEMA – National Electrical Manufacturers’ Association
65. NHLA – National Hardwood Lumber Association
66. NFPA – National Fire Protection Association
67. NFPA – Nation Forest Products Association
68. OSHA – Occupational Safety and Health Administration
69. PCA – Portland Cement Association
70. PCI – Prestressed Concrete Institute
71. PFI – Pipe Fabrication Institute
72. PS – Product Standard
73. RIS – Redwood Inspection Service
74. RCHSB – Red Cedar Shingle and Hand split Shake Bureau
75. RUS – Rural Utilities Service (formerly REA)
76. SAE – Society of Automotive Engineers
77. SAMA – Scientific Apparatus Makers Association

- 78. SDI – Steel Deck Institute
- 79. SDI – Steel Door Institute
- 80. SIGMA – Sealed Insulating Glass Manufacturers Association
- 81. SJI – Steel Joist Institute
- 82. SMACNA – Sheet Metal and Air Conditioning Contractors’ National Association
- 83. SSPC – Steel Structures Painting Council
- 84. TCA – Tile Council of America, Inc.
- 85. UBC – Uniform Building Code
- 86. UL – Underwriters’ Laboratories
- 87. WCLIB – West Coast Lumber Inspection Bureau
- 88. WWPA – Western Wood Products Association

1.06

Safety and Environmental

- A. Contractor shall adhere to and enforce all federal, state and local laws, regulations and/or statutes pertaining to employee safety and environmental protection throughout the duration of this Contract. The City reserves the right to stop any Contractor’s Work deemed to be unsafe and/or not in compliance with the applicable laws, regulations and/or statutes. Contractor shall take whatever step(s) necessary to ensure all violations/conditions are corrected and shall not return to Work until the City is satisfied with Contractor’s remedial action(s). Contractor shall present to the City in writing the means it intends to employ to ensure violation(s) will not occur in the future.
- B. Contractor shall have in place and enforce a corporate Substance/Drug Abuse policy/program.
- C. All work performed under this Contract require hard hat protection. All Contractor personnel, subcontractors and vendors at all jobsite locations shall wear hardhats as Work is executed. Contractor management and field personnel at the level of foreman and above shall be outfitted with white hard hats whereas all craft personnel shall wear colored hard hats. All Contractor hardhats shall display Contractor’s logo/name along with the each person’s full name and craft/title affixed to front of hardhat. Any uncooperative individuals who do not abide by hardhat rules shall be removed from the jobsite/project immediately. Additionally, Contractor shall have prominently displayed at each jobsite(s) a sign (approx. 24” X 18”) stating “This is a hard hat jobsite. Hardhats Required”.

-End of Section-

Section 2 Measurement and Payment

1.01 Requirements Include

- A. Items of Work described herein are specifically listed in Contract for separate measurement and payment.
- B. No other items of Work required by Contract Documents shall be measured or paid for as a separate item, but shall be included as part of listed unit price item to which Work pertains. Failure to list all such related Work as described in unit price items shall not invalidate this stipulation.
- C. Contractor shall measure unit price quantities for payment and submit to CPP.
- D. Unit prices are amounts submitted by Contractor as stated on Bid – Schedule of Items as a price per unit of measurement for items described within the contract and shall be used for those items constructed and/or installed or added to or deducted from Contract Price by Change Order in event quantities or Work required by Contract Documents are increased or decreased. (Note: Quantities indicated on Bid - Schedule of Items are estimates for bidding purposes only. Actual authorized Work and/or construction conditions/requirements may alter these quantities drastically.)
- E. Unit prices include any and all necessary elements of cost for items as specified/described within the contract, including but not limited to, labor, material, storage, hauling, plant, equipment, testing, work order previews/estimates, coordination, data processing, code compliance, licenses, bonds, insurance, purchasing/inventory management and reporting, quality assurance/control, shop drawings, As-Built drawings, samples, meetings, scheduling, temporary construction and removals, supervision, management, warranties, guarantees, safety, protections, signage, utility identification, clean up, restoration of property to like conditions, vehicle registration, provisions for Working adjacent to energized systems when required, daily clean-up and all general overhead requirements of Contract Documents and all Contractor home office overhead, profit and applicable taxes.
- F. Cleveland Public Power reserves the right to reject Contractor's measurement of Work-in-place that involves use of established unit prices, and to have this Work measured by Cleveland Public Power. Should a dispute arise out of differing measurement quantities, an independent surveyor acceptable to Contractor and Cleveland Public Power shall measure the items/quantities in dispute. Should independent surveyor's measurements verify or closely approximate Cleveland Public Power quantities, Contractor shall bear any and all costs associated with independent surveyor. Should the opposite prevail, said costs shall be to Cleveland Public Power account.
- G. Contractor shall notify CPP prior to installing Work not listed/shown on construction drawings/documents for direction/approval. This includes Force Account Work. Contractor shall proceed as directed by CPP; however, any direction given shall be subject to terms and conditions of the contract. Any costs incurred by Contractor due to Contractor's failure in not obtaining CPP's prior directions/approval before installing said Work shall be to Contractor's account.

- H. All Contractor pay applications shall be audited/verified by Cleveland Public Power prior to payment. Partial payments made against a purchase order shall not be interpreted as an approval or acceptance of the following: the Work; the type or quantity of the bid units; agreement that disputed units if paid for are actually approved by CPP.

1.02 Non Bid Unit Work (Force Account – Lump Sum)

- A. Every effort has been made to identify all the bid units necessary to accomplish the Work covered under this agreement. However situations may arise for which there are no bid units. Should such circumstances arise, the identified Work shall be performed under a mutually agreed to lump sum price (“Lump Sum”), supported by details/information as required by Cleveland Public Power, or on a reimbursable basis (“Force Account”). The following criteria shall be used in establishing the maximum rates used in calculating Force Account and/or Lump Sum Work.
- B. Lump Sum Price
1. Contractor shall submit a written response to Cleveland Public Power’s request for a lump sum price to perform the Work identified in either a written scope of Work, drawings, sketches, engineering data or a combination thereof.
 2. Contractor’s proposal must be supported by a detailed breakdown showing man hours and rates, equipment and rates, materials, subcontracted items, quantities, units and similar details clearly showing how price was determined. Labor, equipment, material and subcontracted rates established per paragraph C.6 below shall be the maximum allowed by Contractor to generate any lump sum price.
- C. Force Account:
1. Force Account satisfies the conditions for payment when there are no bid units available to accurately describe the Work being performed and as directed by CPP. Authorization of Force Account Work shall be approved in advance by CPP. CPP may waive these criteria during emergencies; however, prior authorization for this waiver shall be obtained from CPP. Payment for Force Account is subject to the conditions set forth in this agreement.
 2. Contractor shall submit Force Account verifications described below with the Payment Application to CPP. The exact format of this submission shall be established and furnished after contract award. The verifications shall include, but is not be limited to, daily Cleveland Public Power approved time sheets, equipment blue book rate charts, invoices for material and/or rental equipment. Failure by Contractor to submit information and supporting documents in the format(s) required by CPP shall result in non-payment of Force Account Work until the submission requirements are satisfied.
 3. Supervision of the Work at the General Foreman level and below shall be paid in addition to the direct labor engaged in the Work provided the supervision was furnished at the Cleveland Public Power Work site. The amount of supervision permitted shall not exceed the amount of Force Account Work in proportion to the bid unit Work involved. For example if the Work order had 90% bid unit

Work and 10% Force Account Work, the General Foreman supervision shall not exceed 10% of the total Force Account Work. The supervision has to be furnished at the work site for payment to occur and is not an automatic charge payable under Force Account Work. No specific identified costs for Supervision by the Superintendent, any Management or support staff position shall be paid by Cleveland Public Power since their time/cost shall be included within the markups identified below.

4. Subcontractors who submit payment requests for Force Account shall comply with all verification, submission and any other Force Account requirements identified in this specification section and this agreement for which Contractor is held accountable. *(This is a condition precedent for payment)*

5. Compensation Inclusions and/or Markups.

- a. Contractor shall be compensated for furnishing labor, materials, tools and equipment as follows:
 - 1) Cost of Labor for crafts directly engaged in performance of Work. Cost of labor shall include actual wages paid including employer payments to or on behalf of Workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws. Contractor Overhead and Profit shall be paid as a percent of Cost of Labor as indicated in the Bid-Schedule of Items. (Note: Contractor shall not be reimbursed for any type of hourly charges for industry advancement type funds).
 - 2) Cost of material shall include actual cost plus third party freight, storage and delivery charges. Cleveland Public Power reserves the right to furnish such materials as it deems fit. (Should Cleveland Public Power furnish any materials and direct Contractor to pick up said material at a designated location, Contractor shall be reimbursed the cost to pick up, load transport and unload such materials at the Work site).
 - 3) For Contractor owned tools and equipment actually engaged in performance of Work, billable rates shall be no more than 80% of that as determined by latest edition of the AED Green Book as further described. AED Green Book hourly equipment rates shall be monthly rate divided by 176 multiplied by 70%. (Note: Contractor shall provide Cleveland Public Power with all documentation necessary to ascertain how rates have been calculated.) No hourly rate shall be paid when equipment is broken down, under repair, or not operating for any reason whatsoever. Billable rates for such equipment shall be as agreed upon in writing before Work is started. No charges shall be made for consumable supplies and small tools and/or equipment

having a replacement value of \$1,000.00 or less. These shall be included in Contractors overhead.

- 4) Contractor owned equipment rates shall include all overhead, profit, fuel, lube, maintenance, delivery and pick-up and any and all other costs except operating labor. Equipment reimbursement shall not be paid unless equipment is operating or under direct physical control of operator under repair.
- 5) On equipment rented by Contractor from an equipment supplier (third party rental equipment), net rental costs of the rented equipment at the lowest available rental rates and total charges in the area based upon appropriateness, need and availability of the particular piece of equipment at the time of rental. (Note: For third party rental equipment: only delivery charges to site shall be paid except in the case where equipment is returned directly to rental agency's yard.)
- 6) Contractor's overhead and profit shall be paid for at the following mark-ups through the duration of this Contract as indicated in Groups PP and QQ of the Bid Schedule of Items:
 - a) Cost of Labor: *Plus (OH&P %)* Not to Exceed 20%
 - b) Cost of Materials: *Plus* Not to Exceed 15%
 - c) Subcontracts: Net Cost: *Plus* 10%
 - d) Third party rental equipment: *Plus* 10%
- 7) Percentage indicated in paragraph 6.c and d above stated shall be the cumulative maximum mark up allowed (i.e. billed to Cleveland Public Power) inclusive of Contractor, and all work and non-work performing levels of sub tier Contractors.

Net Cost of subcontracted Work/third party rental plus 10%

- 8) Standby rate shall be one-half (1/2) monthly Blue Book rate divided by 176 excluding operating costs when Contractor is suspended by Cleveland Public Power. No standby costs shall be paid for force account Work unless equipment is brought on-site specifically for force account Work.
- 9) For force account work, Contractor shall submit to CPP, for verification and approval, daily time sheets showing an itemized breakdown of labor, materials, tools and equipment used in performing Work. No payment shall be made for Work not verified by CPP. The Force Account form shall be signed at the end of each day by the Contractor's representative and CPP.

- 10) Work performed by Contractor under Force Account that is found defective shall be remedied at no cost to Cleveland Public Power. Cost of all such remedies shall be deemed included in Contractor's overhead and profit.
- 11) Permits and Fees: the actual cost of permits, governmental charges and governmental inspection fees for any and all Work performed under this contract shall be paid at cost without markup. (Note: The time to handle permit process, including the cost to pick up permits, shall be included in Contractors unit and/or force account overhead).
- 12) Rate sheets for force account shall be submitted for every trade performing the Work under this contract. Force account Work shall not be approved for payment without these documents on file, reviewed and approved by Cleveland Public Power. Rate sheets are to be updated whenever rates change.
- 13) Any and all subcontractors shall comply with all Force Account/Lump Sum work verifications, submissions and all other requirements identified in this agreement for which Contractor is held accountable. *(This is a condition precedent for payment).*

-End of Section-

Section 3 Application for Payments

1.01 Submittal Procedures/Requirements

- A. Contractor shall submit one (1) original and one (1) copy of each Application for Payment as directed by Cleveland Public Power.
- B. Contractor shall submit an updated Progress Schedule showing status of all Work under construction at time of and with each Application for Payment. (Note: This requirement is a condition precedent for any and all payments).
- C. Contractor shall submit an updated QA/QC report showing status of all Work under construction at time of and with each application for Payment. (Note: This requirement is a condition precedent for any and all payments).
- D. Contractor shall be permitted to submit payment applications once per month identifying all of the Work completed for the previous month.
- E. Separate pay applications shall be submitted for each Delivery Order and the associated Work orders/projects under construction as applicable to each Delivery Order.
- F. Contractor shall submit a final payment application for each Delivery Order at Contract Close Out.
- G. Contractor shall submit a monthly Delivery Order recap report showing the values of each Delivery Order issued, each invoice charged against each Delivery Order and the remaining balance(s).

1.02 Substantiating Data for Invoices

- A. Contractor shall provide all authorizations/approvals for overtime and/or Force Account Work with associated invoices.
- B. Force Account work and/or overtime Work shall be accompanied by time sheets approved by CPP and, as applicable, Blue Book equipment charts/calculations of equipment charges, material invoices, labor rate breakdown sheets and subcontractor invoices supported by the previous mentioned items.
- C. Contractor shall furnish additional and/or substantiating information as directed by CPP. *(Note: This requirement is a condition precedent for any and all payments).*

1.03 Payment Application Processing

- A. Payment Applications shall be reviewed/verified/audited by Cleveland Public Power's Program Management Section. Cleveland Public Power shall have up to thirty (30) calendar days from receipt of invoice(s) to accomplish this task, provided Contractor has met all invoicing requirements. Invoices shall not be processed until resolution of any outstanding discrepancies. Cleveland Public Power at its sole discretion, reserves the right to make changes to invoices for minor errors and/or mistakes.

- B. Cleveland Public Power shall process payment applications/invoices through normal City of Cleveland payment system, sequencing and channels after CPP has approved invoices. Contractor shall refer any and all billing questions to CPP.

1.04 Withholding Payments

Cleveland Public Power may withhold payments to such extent as Cleveland Public Power may deem necessary to assure the carrying out of Contracts provisions. Any monies withheld shall be promptly processed for payment when the reason for withholding has been remedied.

-End of Section-

Section 4 Coordination Requirements

1.01 Coordination

- A. Contractor shall coordinate scheduling, submittals, and the Work as detailed in the drawings, specifications and/or other contract documents to assure an efficient and orderly sequence for completion of any and all interdependent construction activities.
- B. Contractor shall coordinate its Work with CPP, other utilities, other Contractors and/or other agencies doing Work related to the Work under this contract to assure efficient and orderly sequence for completion of interdependent construction activities.
- C. Contractor shall coordinate with all road agencies for requirements regarding construction activities over or adjacent to highways, roads, bridges and/or streets.

1.02 Cleveland Public Power Addresses and Representatives

- A. After Contract Award, Contractor shall forward all correspondence and communications to Cleveland Public Power's authorized representative, including but not limited to, letters, drawings, miscellaneous correspondence, administrative issues, coordination issues, contractual issues, design or construction issues, shop drawings, submittals, requests for information, payment applications, etc.
- B. Contractor shall address all correspondence and submittals to Cleveland Public Power's authorized representative, at the following address:

Cleveland Public Power
1300 Lakeside Avenue
Cleveland, Ohio 44114
Attn: Mr. Christopher Hirzel, P.E., Cleveland Public Power's authorized representative.
- C. Contractor shall forward to CPP, one (1) original of all correspondence.
- D. Contractor shall inform CPP, of the address to which official correspondence should be sent and the address and telephone number of the Contractor's representative who shall be responsible for the Work and available outside of normal working hours for emergencies.
- E. Contractor shall identify all correspondence, drawings, data, materials, packing slips or other items associated with the Contract as directed CPP.

1.03 Underground Utility Location

- A. Contractor shall comply with requirements of Ohio Utilities Protection Service (OUPS), 100 Federal Plaza East, Lower Level, Youngstown, OH 44503, 1-800-362-2764.

1.04 Coordination with Railroads and RTA

- A. Contractor shall directly coordinate with the Railroads and RTA regarding the requirements of each of the entities who may be a stakeholder in any of the Work. Contractor shall follow the requirements of RTA and the Railroads as required.

- B. Contractor shall be responsible for coordination, compliance, administrative functions and payment for all items regarding RTA and Railroad requirements with the exception of rights of ways and easements. Contractor shall arrange for and pay for all flaggers, signaling, safety items, safety training, protection, shoring identification or utility locations, clean up, and restoration required by RTA and Railroads. Costs of flaggers, signaling, specialized shoring/protection and additional insurance shall be reimbursed under the force account Work criteria. All other Work shall be considered as part of the bid unit of the item being installed, removed and/or transferred.

1.05 Relocation of Utility Equipment

- A. Contractor shall coordinate the Work associated with traffic signals and signage directly with the City of Cleveland Traffic Division as the Work is scheduled and completed prior to close out of the work order.

1.06 Cleveland Public Power Customer Coordination

- A. Coordination with customer(s) that shall be affected by outages or access to their business during construction shall be directly coordinated by Contractor. Contractor shall accommodate the customers' specific coordination requirements when applicable and notify CPP of these customer requests especially when conflicts arise.

1.07 Specific Coordination Requirements with CEI

- A. Whenever the Contractor's Work requires specific coordination with CEI as a result of the proximity of CEI facilities, Contractor shall consult CPP regarding the appropriate coordination requirements/procedures to be followed.

1.08 Coordination with Cleveland Public Power Operations

- A. Contractor shall notify CPP of any outages required for installation of the Work. CPP shall coordinate the work with the Operations Division. The Contractor shall be required to provide advance notice for any outages at least three (3) weeks in advance. The granting of the outage shall be at the convenience of Cleveland Public Power and the Contractor shall meet all requirements of Cleveland Public Power. Contractor shall notify CPP as soon as it is apparent that the Work will take longer than the scheduled outage and make arrangement for additional needs until the outage is concluded. Costs for additional needs when outages exceed scheduled time shall be reimbursed to Contractor under Force Account. CPP shall be notified of additional costs during next Workday after outage has occurred.

1.09 Coordination with City and State and Other Local Governmental Agencies

- A. Contractor shall be responsible for direct coordination with governmental agencies regarding permits, inspections, codes, laws and ordinances as well as other requirements directly administered by the governmental agency. The following is a listing of agencies that would normally be involved in Cleveland Public Power Work.

1. Ohio Department of Transportation
2. City of Cleveland Urban Forestry
3. City of Cleveland Traffic Signal
4. City of Cleveland Traffic Signs
5. City of Cleveland Electrical Inspection
6. City of Cleveland Public Works - Streets Division
7. City of Cleveland Department of Public Safety
8. City of Cleveland Sidewalks Division
9. City of Cleveland DPU - Water and Sewer Department
10. City of Cleveland Department of Building and Housing

-End of Section-

Section 5 Field Engineering

1.01 Surveying and Layout

- A. When land surveying is required to be performed by Contractor, Contractor shall employ a Land Surveyor registered in the State of Ohio and acceptable to CPP to perform this Work.
- B. Contractor shall correct errors in layout and staking. Any Work incorrectly prosecuted as a result of unremediated errors shall be corrected at no cost to the city and Cleveland Public Power.
- C. Contractor shall utilize personnel who are thoroughly trained, possess the experience and necessary skills and who are completely familiar with the requirements specified and the pertinent portions of the Contract Documents related to QA/QC.
- D. Contractor shall maintain a complete and accurate log of control and survey Work as it progresses.

1.02 Submittals

- A. On request, Contractor shall submit documentation verifying accuracy of survey Work.
- B. Contractor shall submit documentation of inconsistencies discovered on drawings, specifications and other construction documents to CPP for directions/resolution.

1.03 Examination

- A. Contractor shall verify and protect location(s) of survey control points prior to starting Work.
- B. Contractor shall promptly notify CPP of any discrepancies discovered.
- C. Contractor shall protect survey control points prior to starting site Work; identify, preserve and protect permanent reference points during construction.
- D. Contractor shall promptly report to CPP the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Contractor shall correct minor inconsistencies at no additional cost to CPP.
- F. Contractor shall replace dislocated survey control points based on original survey control. Contractor shall make no changes without prior written notice to CPP.

-End of Section-

Section 6 Project, Scheduling and Update Meetings

1.01 General Requirements

- A. CPP shall schedule and chair a pre-construction meeting, weekly progress meetings, and specially-called meetings throughout progress of Work, and:
 - 1. Arrange for location and notify Contractor of participants required for attendance.
 - 2. Preside over meetings.
 - 3. Address issues and concerns of all parties in attendance.
- B. Contractor shall arrange for appropriate subcontractors and suppliers and representatives from Contractor to attend meetings called by CPP. Contractor shall perform following:
 - 1. Record pertinent items covered in meeting.
 - 2. Ensure representatives from Contractor, subcontractor and suppliers are qualified to address issues at meeting and are authorized to act on behalf of each entity represented.

1.02 Preconstruction Meeting

- A. CPP shall schedule the pre-construction meeting at the Cleveland Public Power offices within fifteen (15) days after date of Notice to Proceed with contractual Work.
- B. Required attendance:
 - 1. CPP Engineering staff for this contract and other Cleveland Public Power representatives as necessary that shall be responsible to provide input/resolution to construction problems/issues.
 - 2. Contractor's project manager, superintendent and staff directly supporting Cleveland Public Power work.
- C. Agenda:
 - 1. Introductions and designation of personnel representing parties per contract requirements
 - 2. Outlining procedures for and processing of information requests, decisions, submittals, substitutions, applications for payment, and other requirements.
 - 3. Discussion/identification of proposed subcontractors and products
 - 4. Scheduling requirements
 - 5. Reporting and invoice/payment requirements

1.03 Progress, Scheduling and Update Meetings

- A. CPP shall schedule progress, scheduling and update meetings each week after Preconstruction Conference and as necessary throughout progress of Work and duration of the Contract.
- B. Weekly Progress Meetings shall be conducted as directed by Cleveland Public Power at its office located at 1300 Lakeside Ave.

C. Attendance:

1. CPP Staff.
2. Contractor and subcontractors as appropriate to Work in progress
3. Suppliers as appropriate to agenda

D. Standard Agenda:

1. Review of items addressed in previous meeting.
2. Review of Work in progress since previous meeting.
3. Field observations, problems and conflicts etc.
4. Problems impeding prosecution of construction schedule.
5. Review of off-site fabrication, material and equipment delivery schedules.
6. Corrective measure and procedures needed to regain projected schedule delays.
7. Revisions to construction schedule.
8. Review of Contractors schedule for succeeding two week Work period.
9. Coordination of schedules
10. Review submittal schedules; expediting required.
11. Maintenance of quality standards
12. Pending changes and substitutions
13. Review proposed changes for:
 - a. Effect on construction schedule and on completion date
 - b. Effect on other Cleveland Public Power contracts
 - c. Other business

-End of Section-

Section 7 Progress/Construction Schedules and Reports

(Section 7 of these General Requirements shall be utilized in whole or part as determined by Cleveland Public Power, and Contractor shall abide by same as required, as dictated by the scope of work, schedule considerations and/or complexity of each work package issued to Contractor throughout the duration of this agreement.)

1.01 General

- A. As directed by CPP, within one (1) week after receipt of each Work Order package, the Contractor shall prepare and submit a computer generated CPM schedule for the Work to be performed. Each Work Order schedule shall be incorporated into a master CPM schedule for all projects being undertaken at the time by Contractor. CPM schedule shall be logic based and submitted in detail as requested CPP. *(Note: This requirement is a condition precedent for payment of Contractor invoices).*
- B. Submit revised progress schedules monthly.
- C. CPP shall review Contractor's schedule for content and Work package completion dates. Contractor shall submit schedules which comply with established completion dates.
- D. Contractor shall submit a daily schedule to CPP outlining locations where construction is being performed, type of activity being performed and the number of Workers assigned to these locations. This report must be submitted to CPP by 10:00 am each Workday.
- E. Contractor shall submit daily reports for all Work performed the previous day. Report shall identify labor used by category type and number of individuals, subcontractor participation, weather information, quantities of materials installed.

1.02 Form of Schedules

- A. Prepare network progress schedule using the critical path method, as outline in the Associated General Contractors of America (AGC) publication "The Use of CPM in Construction – A Manual for General Contractors".
- B. Sequence of listings: Chronological order of scheduled start and end of each Work activity.
- C. Scale and spacing: provide space for notations and comments.
- D. Sheet size: 24" x 36" plus 11"x 17" copies of all schedules.

1.03 Content of Schedules

- A. Show complete sequence and interdependence of construction activities with dates for beginning and completion of each element of construction.
- B. Provide sub-schedules to define critical portions of the entire Schedule.

- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day each month.
- D. Provide separate schedule of submittal dates for shop drawings. Include the required dates for the return of the reviewed submittals to the Contractor.
- E. Include the following:
 - 1. Detailed bar chart schedule with separate bar for each activity of Work.
 - 2. Start and finish dates for each activity of Work.
 - 3. Listing of delivery dates for Contractor furnished materials and equipment.
 - 4. Provide narrative report to summarize construction progress and define problems experienced by Contractor that could impact progress and prosecution of the Work. Contractor shall report corrective action taken, or proposed, and its effect, including the effect of changes on schedules of any other Contractors.

1.04 Revisions to Schedules

- A. Sequentially identify each and every schedule revision with the date submitted prominently visible.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

1.05 Submittals

- A. Contractor shall submit CPM schedule within one (1) week from the date of receipt of each and every Work package.
- B. Submit two (2) full size reproducible and six (6) 11' x 17" copies of schedules.
- C. Contractor shall use a scheduling system as provided by Microsoft Project.

-End of Section-

Section 8 Shop Drawings, Samples and Product Data

1.01 Shop Drawings

- A. All shop drawings for materials with a lead-time for delivery in excess of four (4) weeks shall be delivered to CPP within thirty (30) calendar days from issuance of Work orders. All remaining Shop Drawings shall be delivered as directed by CPP.
- B. Contractor shall designate in construction schedule, or in separate coordinated schedule, dates for submission and dates that reviewed Shop Drawings shall be needed. Schedule shall reflect Shop Drawing development time and also a twenty-one (21) calendar day review by Cleveland Public Power.
- C. Shop Drawings shall be presented in clear and thorough manner, complete with respect to dimensions, design criteria, materials of construction, and like information to enable Cleveland Public Power to review information as required. Details shall be identified by reference to sheet and detail shown on Drawings.
- D. Minimum sheet size: 8-1/2" x 11".

1.02 Product Data

- A. Product Data includes such items as multi-page catalogs, spec/cut sheets, instruction pamphlets/books, etc.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work. Include manufacturers' installation instructions when required by Specification section.
- C. Contractor shall submit number of copies, which Contractor requires, plus two (2) copies that shall be retained by Cleveland Public Power.

1.03 Samples

- A. Submit Samples when directed by Cleveland Public Power to illustrate functional characteristics of product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing Work.
- B. Include identification on each Sample, giving full information.
- C. Submit number of samples as directed by CPP.
- D. Contractor shall provide field finishes as required by specifications, drawings or other contract documents/sections. Install Sample complete and finished. Acceptable finishes in place may be retained in completed Work.

1.04 Contractor Responsibilities

- A. Contractor shall review all Shop Drawings prior to submission.
- B. Contractor shall determine and verify:
 - 1. Field construction criteria
 - 2. Catalog numbers and similar data
 - 3. Conformance to specifications
- C. Contractor shall coordinate each submittal with other submittals and requirements of Work and documents.
- D. Contractor shall submit information requested by Specifications and/CPP.
- E. Contractor shall notify CPP in writing, at time of submission, of any deviations in submittals from requirements of Contract Documents. Deviations from the specifications shall not be permitted except in rare cases. Deviations accepted shall not release Contractor from supplying an item/system complying with the intent of the Contract Documents.
- F. Contractor shall begin no fabrication or Work requiring submittals until return of submittals by CPP, stamped, as either "Approved" or "Make Corrections Noted". Any related Work performed prior to return of pertinent submittal shall be at sole expense and responsibility of Contractor.

1.05 Submission Requirements

- A. Contractor shall make submittals to CPP promptly in accordance with the contract documents and in such sequence as to cause no delay in Work or in Work of any other Contractors.
- B. Deliver submittals to:
 - Cleveland Public Power
 - 1300 Lakeside Avenue
 - Cleveland, OH 44114
 - Mr. Christopher Hirzel, P.E.
- C. Number of submittals required.
 - 1. Submit six (6) opaque reproducible copies of each Shop Drawing. For Shop Drawings not larger than 24" x 36", copies of Drawings submitted shall be black line on white background or reproducible mylars.
 - 2. Shop Drawings submitted as As Built shall clearly show any and all field modifications required during installation.
- D. Submittals shall contain:
 - 1. Date of submission and dates of any previous submissions.
 - 2. Work Order/Project title and number.

3. Contract identification
4. Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
5. Identification of product, with Specification section number, if applicable

1.06 Resubmission Requirements

- A. Make any corrections or changes in submittals required by Cleveland Public Power and resubmit until stamped as either "Approved" or "Make Corrections Noted" by Cleveland Public Power. Indicate any changes that have been made other than those requested by Cleveland Public Power.

1.07 Welding Certifications (As Required)

- A. Submit promptly after Notice of Award or as directed by CPP. Contractor shall submit to CPP one copy of welding qualification certificate, unless specified otherwise, for each person, by name, assigned to do field welding of materials installed under this agreement.
- B. Show on certificates that each person has passed appropriate welding tests.
- C. Submit certificates prior to execution of any welding. Certificates shall not be required for non-structural tack welding.

1.08 Distribution

- A. Distribute reproductions of Shop Drawings which carry Cleveland Public Power stamp as either "Approved" or "Make Corrections Noted" to:
 1. Other affected Contractors.
 2. Subcontractors
 3. Supplier or fabricator
- B. CPP's review of submittals shall not relieve Contractor from responsibility for any deviations from Contract documents unless Contractor has, in writing, called Cleveland Public Power's attention to such deviation at time of submission, and Cleveland Public Power has given written concurrence pursuant to Contract Documents to specific deviation, nor shall any concurrence by Cleveland Public Power relieve Contractor from responsibility for errors or omissions in submittals.

-End of Section-

Section 9 Quality Assurance/Control

(Section 9 of these General Requirements shall be utilized in whole or part at the sole discretion of Cleveland Public Power, and Contractor shall abide by same as required, as dictated by the scope of work, schedule considerations and/or complexity of each work package issued to Contractor throughout the duration of this agreement.)

1.01 Quality Assurance/Control - General

- A. Contractor shall maintain quality assurance/control over suppliers, manufacturers, products, services, site conditions, and Workmanship, to produce Work of specified quality.

1.02 Workmanship

- A. Contractor shall comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise Workmanship.
- B. All Work shall be performed by individuals with the skill sets and experience required to produce workmanship of the highest quality.

1.03 Manufacturers' Instructions

- A. Contractor shall comply with all manufacturers' application/installation instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification in writing from CPP before proceeding.

1.04 Manufacturer's Certificates

- A. When specified in individual specifications and/or as directed by CPP, the Contractor will submit manufacturers' data/spec sheet/certificates for review.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as required.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to CPP.

1.05 Manufacturers Field Services

- A. When specified in specification and/or as directed by CPP, the Contractor will require the supplier to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship and test installations/materials/products as applicable, and to make appropriate recommendations.
- B. Supplier's representative shall submit written report to CPP.

1.06 Contractor's Quality Assurance/Control Program

- A. Contractor shall have a person designated as its Quality Assurance/Control Manager. Quality Assurance/Control Manager shall attend all weekly progress meetings and other meetings as required by CPP.
- B. Contractor shall provide for quality assurance/control inspections throughout course of construction and post completion to ensure compliance with Drawings, Specifications and other contract requirements.
 - 1. As a minimum, Contractor shall provide quality assurance/control measures and inspections of concrete installation and finishes, concrete reinforcement, duct installation, sheeting and shoring, plumbness, trenching, backfilling and compaction, hardware installation, framing, equipment installation, clearance requirements, clean up and restoration and concrete and other testing as required by contract documents or directed by CPP.
 - 2. Contractor shall submit quality assurance/control inspection reports monthly, or as directed by CPP throughout the duration of construction for each work order/project. Contractor shall furnish final package of quality assurance/control inspection results/reports at the Work package/project close out along with all As Built drawings. Final Inspection by Cleveland Public Power shall not be performed until receipt of all quality assurance/control inspection results. Delays due to non-submission shall be at Contractor's expense. *(Note: Receipt of properly submitted QA/C inspection reports shall be a condition precedent for payment to Contractor).*
 - 3. QA/C Inspection report shall include but not be limited to:
 - a. Location, dates and times of each inspection at Work jobsites and narrative of Work in progress
 - b. Verification as to date and time of any and all testing laboratory work performed at each work site.
 - c. Copy of log indicating status and disposition of all testing laboratory work
 - d. Verify that As Built drawings are being maintained and updated on a daily basis. (If required, Contractor shall provide copies of As Built's "in progress" with field corrections/changes.)
 - 1. Ensure horizontal and vertical clearance measurements in relation to other utilities, structures and buildings are being maintained.
 - 2. Ensure measurements of depth of underground installations are being maintained.
 - 3. Ensure underground structures, utilities and other obstructions not shown on contract drawings and documents are noted.
 - 4. Ensure permanent markers relative to measurements are adequate.
 - e. Copies of test reports associated with field fabrication and installation.
 - f. Status of punchlists and verification of corrective action for each punch list item

- C. Contractor shall take any and all necessary measures, including but not limited to posting of guards or police, to ensure concrete curbs, walks, aprons, drives or other permanently exposed concrete surfaces are not defaced by embedded graffiti, foot prints, tire tracks, sticks, stones, bottles, etc. perpetrated either intentionally and/or unintentionally. Any and all cost of replacement(s) to defaced concrete shall be to Contractor's account.

1.07 As-Built Drawings

- A. Contractor shall maintain on each site a file of current copies of the following:
1. Contract Documents/Drawings
 2. Specifications
 3. Addenda
 4. Written directives/responses to RFI's
 5. Contract Modifications
 6. Reviewed Shop Drawings
 7. Supplementary data/information
- B. Contractor shall maintain a continuous record of all field and change order modifications by means of a set of the drawings marked "As-Built" (As-Built Drawings) to indicate changes and record as-built/as-installed conditions of Work performed by Contractor. As-Built Drawings shall also be marked to indicate exact location and size of existing facilities. These sets of As-Built Drawings shall be available at all times for inspection and check by Cleveland Public Power to ascertain that that they are being kept current on a daily basis.
- C. The final As-Built Drawings and all other Engineering data, accurately, neatly and legibly marked with all field changes and other required information identified in the color red shall be submitted within two weeks of each Work order/project's completion. The final As-Built Drawing submitted to Cleveland Public Power shall consist of colored reproductions of one (1) full size mylar, 4 full size blue prints and 6 sets of 11"x17" copies. Cleveland Public Power shall review the As-Built Drawings prepared by Contractor. Contractor shall address any questions, concerns and/or comments that arise from this review within two (2) weeks. Contractor shall resubmit As-built Drawings as needed, to fully address all questions, concerns and/or comments.
- D. Specifications: Legibly mark and record at each section actual products utilized noting substitutions or alternate products used.
- E. As-Built and Shop Drawings: Legibly mark each item to record actual construction per the following
1. Show depth to top of all underground installations (duct banks, manholes, etc.), width/dimensions and indicate the locations of the centerline of same referenced from permanent landmarks such as edge of pavement, bridges, underpasses, mile marker posts, center line of tracks or other permanent markers. Horizontal dimension intervals shall be at fifty (50) foot increments.
 2. Show all existing utilities, appurtenances and/or installations (shown on drawings or not) that intersect Contractors Work, indicate whether above or below duct bank/system installed, exact location from a permanent marker and the vertical distance from top or bottom of duct bank/system being installed. Field changes of dimension and details.

3. As-Built Drawings shall provide notes referencing any special construction/circumstances such as irregular depth, sheeting/shoring left in place (identify as wood or steel accordingly), underground rock encountered, concrete encasements etc.
 4. Any and all details not shown/indicated on Contract Drawings
 5. Each final As-Built drawing and record document shall have affixed Contractor's name, Work Order Number/Work description and date submitted to Cleveland Public Power.
- F. *Full compliance with this section is a condition precedent for monthly payments.* At Cleveland Public Power's sole discretion, reduction in or withholding of monthly payments may be made to induce Contractor's full compliance with daily and routine maintenance of As-Built Drawings.

1.08 Punch lists

- A. Punch list inspections by Cleveland Public Power shall not proceed until Contractor's QA/C final inspection report(s) has been furnished to Program Manager, or Cleveland Public Power's authorized representative.
- B. Contractor shall complete all punch list Work to the satisfaction of Cleveland Public Power within thirty (30) days of receipt of punch list from Program Manager, or Cleveland Public Power's authorized representative.

1.09 Inspections by Cleveland Public Power and City

- A. Work installed by Contractor shall be inspected by Cleveland Public Power on a daily basis and by the City as needed. Contractor shall take immediate remedial action for any Work identified as not following specifications, drawings and or Contract documents or found to be deficient.

-End of Section-

Section 10 Testing Laboratory Services

(Section 10 of these General Requirements shall be utilized in whole or part at the sole discretion of Cleveland Public Power, and Contractor shall abide by same as required, as dictated by the scope of work, schedule considerations and/or complexity of each work package issued to Contractor throughout the duration of this agreement.)

1.01 Requirements Include

- A. Contractor shall employ and pay for services of independent testing laboratory to perform specified services and testing identified in this section or other parts of the contract documents.

1.02 Related Requirements

- A. Requirements of Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.
- B. Respective section of specifications, and or technical requirements: Certification of products; Laboratory tests required, and standards for testing.
- C. Testing laboratory inspection, sampling, and testing required for:
 - 1. Concrete testing, shall include but not be limited to: Cast four (4) concrete test cylinders for every 50 or less cubic yards of each class of concrete placed each day. Comply with ASTM C39 for testing and ASTM 31 or C192 for preparation of cylinders. (Note: The testing lab must make test cylinders for any concrete testing requirements. The Contractor is not permitted to make cylinders.)
 - 2. Concrete tests shall be required for each 50 cu yds. of concrete placed per day at each worksite or once per day if total placed is less than 50 cu. yds.
 - 3. Soils compaction
 - 4. Bolt torqueing if required.
- D. Cleveland Public Power shall have the right to inspect operations of testing service at any time.
- F. If incongruencies or unacceptable testing practices are observed, Contractor shall be notified that action is required to correct the situation. If such incongruencies continue, the City or Cleveland Public Power shall have the right to require:
 - 1. Replacement of any testing service personnel, or
 - 2. Obtain new testing service.

1.03 Qualification of Laboratory

- A. Meet "Recommended Requirements for Independent Laboratory Qualifications," published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."

- C. Authorized to operate in the State of Ohio
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by inspection.
- E. Testing equipment:
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards
 - b. Accepted values of natural physical constants
- F. Testing service staff:
 - 1. Maintain full-time, registered engineer on staff to supervise services.
 - 2. Personnel shall be trained and experienced in necessary skills, familiar with standards specified for inspection and testing and familiar with local conditions.

1.04 Laboratory Duties

- A. Provide qualified personnel to perform testing in a timely manner after notification.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify CPP and Contractor of observed irregularities or deficiencies of Work or products.
- D. Promptly submit one copy of the written report of each test and inspection to CPP, Contractor, and the project file. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number
 - 3. Testing laboratory name, address, and telephone number
 - 4. Name and signature of laboratory inspector
 - 5. Date and time of sampling or inspection
 - 6. Record of temperature and weather conditions
 - 7. Date of test
 - 8. Identification of product and Specification section
 - 9. Location of sample or test in Project
 - 10. Type of inspection or test
 - 11. Results of tests and compliance with Contract Documents
 - 12. Interpretation of test results, when requested by Cleveland Public Power.
- E. Perform additional tests as required by Cleveland Public Power.

1.05 Limitations of Authority of Testing Laboratory

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Approve or accept any portion of Work.
 - 3. Perform any duties of Contractor.

1.06 Contractor's Responsibilities

- A. Contractor shall cooperate with laboratory personnel; provide access to Work and/or manufacturer's operations.
- B. Contractor shall ensure laboratory has obtained adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Contractor shall provide laboratory with final design mixes proposed to be used for concrete, and other materials mixes that require control by testing laboratory.
- D. Contractor shall furnish copies of products test reports as required.
- E. Contractor shall furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested
 - 2. To obtain and handle samples at Work site or at source of product to be tested.
 - 3. To facilitate inspections and tests
 - 4. For storage and curing of test samples
- F. Contractor shall notify laboratory sufficiently in advance of operations/installations/placements to allow for laboratory assignment of personnel and scheduling of tests. (Note: Concrete shall not be placed without testing lab personnel present. Any and all delays, and/or costs, due to absence of testing lab personnel shall be to Contractors account).
- G. Contractor shall make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.

-End of Section-

Section 11 Construction Facilities and Temporary Controls

1.01 Facilities

- A. Contractor shall provide as required, all temporary offices, facilities, equipment, material and manpower necessary to conduct field operations pertaining to Work included under this Contract. This provision applies to all operations of Contractor to include permanent and temporary facilities, equipment, material and labor. This includes, but is not limited to, following: offices, office equipment, furniture, trailers, tools, computers and computer equipment (including software, printers and modems), barriers, barricades, electricity, phones, cellular phones, lighting, heat, air conditioning, water, sewer, sanitary facilities, toilets, washing facilities, facsimile machines, drafting equipment, dunnage, storage areas, tool trailers, safety equipment, first aid equipment, parking miscellaneous material, equipment and labor.
- B. Contractor shall provide for any Work/jobsite utilities. If Cleveland Public Power electrical power is available, power shall be provided at no cost to Contractor otherwise, Contractor shall pay all utility charges provided by other entities.
- C. Contractor shall provide, maintain and pay for suitable quality water service required for construction operations.
- D. Contractor shall provide and maintain sanitary facilities.
- E. Contractor shall remove temporary above grade or buried utilities, equipment, facilities, materials, prior to final acceptance.

1.02 Barriers/Security

- A. Contractor shall provide barriers and security to protect the public and Work in progress.
- B. Contractor shall protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.03 Water Control

- A. Contractor shall protect site from ponding or running of running water. Provide means to protect sites from soil erosion.

1.04 Traffic Control

- A. Contractor shall provide equipment and labor for traffic control on City streets and state highways.
- B. Contractor shall provide traffic control in accordance with City of Cleveland, Division of Street requirements.
- C. Contractor shall not unnecessarily restrict the flow of traffic.

- D. Contractor shall maintain cleanliness of streets from dust, dirt, mud and debris cause by construction operations. Contractor shall ensure that street maintenance is continuous. If street maintenance is found to be less than acceptable by CPP. Contractor shall power broom or wash these locations as directed at no additional cost to CPP. Notification to perform power brooming or washing shall be issued/directed by CPP, and power brooming or washing shall be performed within four (4) hours of receipt.

1.05 Contractor Use of Sites

- A. Contractor shall provide special protection where specified and/or directed by CPP.
- B. Contractor shall prohibit traffic from landscaped areas.

1.06 Parking

- A. Contractor shall provide temporary parking areas to accommodate construction personnel.
- B. When site space is not adequate, Contractor shall provide additional off-site parking.

1.07 Work-In-Progress Cleanup

- A. Contractor shall provide clean up on a daily basis at each construction site, maintaining areas free of waste materials, trash, debris and rubbish.
- B. Contractor shall remove waste materials, debris, and rubbish from site and dispose off-site on a daily basis.

1.08 Signage

- A. Contractor shall provide signage as required by contract and/or directed by CPP.

End of Section

Section 12 Closeout

1.01 Closeout Procedures

- A. As required, each Delivery Order shall be closed out independently. Delivery Orders shall be closed out in a timely manner upon notification of CPP to begin the Delivery Order close out process. This notification shall be issued when the determination that the Work orders within the delivery order are complete, all bid units have been previously billed, the combined total of the Work orders is approaching the delivery order amount.
- B. If Delivery Order close out documentation and final billing are not furnished within thirty (30) days, the Contractor's monthly invoice shall be withheld from processing the same number of days past the thirty (30) day time frame.
- C. The procedures identified in this section are applicable to both delivery order close out and contract close out except for surety and insurance requirements which shall only take place at contract close out.
- D. Following final inspection by Cleveland Public Power, in accordance with General Conditions, any Supplemental General Conditions and General Requirements, Contractor shall remedy all apparent/noted defects to satisfaction of Cleveland Public Power.
- E. Contractor shall make submittals required by Contract Documents and take all steps necessary to receive Cleveland Public Power's Notice of Acceptability.
- F. Contractor shall submit final Application for payment identifying total adjusted Contract Price, previous payments, and sum remaining due.

1.02 Field Record Documents

- A. Contractor shall provide Cleveland Public Power with all As-Built Drawings, test reports and other record documents.

1.03 Final Clean-Up

- A. Contractor shall perform final clean up, prior to final acceptance of any Work order and/or project, to Cleveland Public Power's satisfaction.
- B. Contractor shall clean construction and adjacent areas; sweep and/or wash down paved areas; rake clean landscaped surfaces.
- C. Contractor shall remove waste and surplus materials, rubbish and temporary construction facilities from site and as necessary dispose of in a proper manner.

-End of Section-

Exhibit B

**Cleveland Public Power
Electric Construction Standards**

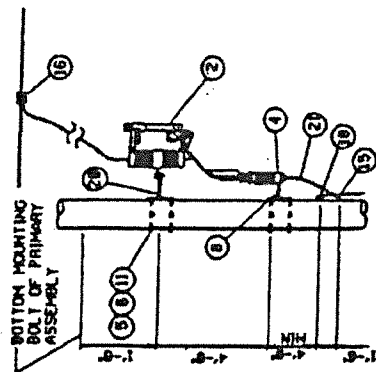
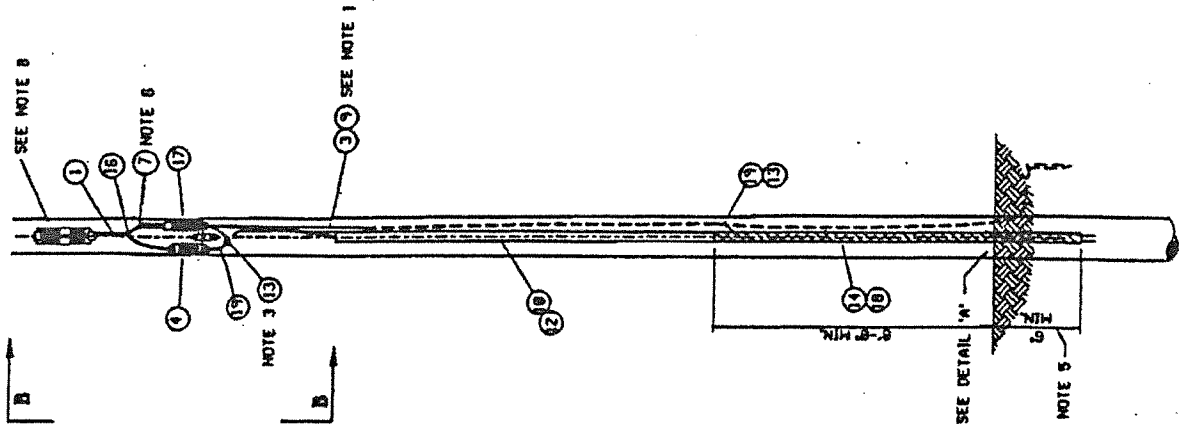
Index

Standard Drawings	10-1 through 10-24 (24 pages)
Standard Drawings	19-1 through 19-12 (12 pages)
Standard Drawing	13-3-1-1A (1 page)
Drawing Number 2371-A	Dated 4/8/83 (1 page)
Drawing Number SCU-24-D	Dated 6/21/91 (Rev. 7/22/02) (1 page)
Drawing Number 8719.2	Dated 4/20/92 (Rev. 2 –6/23/95) (1 page)
Drawing Number DT-10-02	Dated 10/1/02 (1 page)

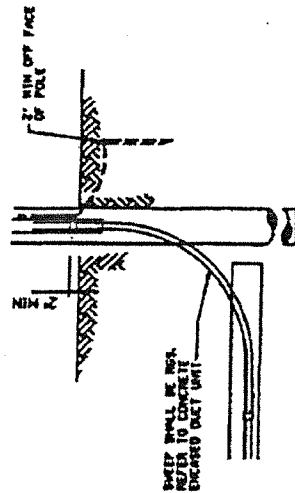
BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	JUMPERS, AL OR CU		AS REQ'D
2	FUSED CUT-OUT		NOTE 2
3	GROUNDWIRE MOLDING, WOOD		AS REQ'D
4	ARRESTER, M.O.V. POLYMER		NOTE 2
5	BOLT, 1/2" LENGTH REQ'D		4
6	SOL. FLAT WASHER 2 1/2" X 1/2" X 1/8" 1/2" HOLE		4
7	CONNECTOR, CABLE TO PAD		NOTE 6
8	FIBERGLASS JPH.C.D. & ARR. BKT.		1
9	STAPLES, DALY., GROUNDWIRE MOLDING		AS REQ'D
10	CABLE GUARD, PLASTIC		AS REQ'D
11	LOCKWIT		AS REQ'D
12	SCREW, LAG NEOPRENE WASHERHEAD		AS REQ'D
13	CONNECTOR, COMPRESSION, CU TO CU		AS REQ'D
14	RGS CABLE GUARD		AS REQ'D
15	CABLE RISER TIE PER CABLE SIZE		AS REQ'D
16	CONNECTOR, IMPACT		1
17	CABLE TERMINATION		AS REQ'D
18	LAG SCREW, 1/2" X 4"		NOTE 2
19	NO. 4 CU S.D.		AS REQ'D
20	CUTOUT BRACKET		AS REQ'D
21	CABLE POSITIONER		1

NOTE: ALL STOCK ITEMS ARE 'OR EQUIVALENT' WITH ENGINEER APPROVAL.



SECTION B-B

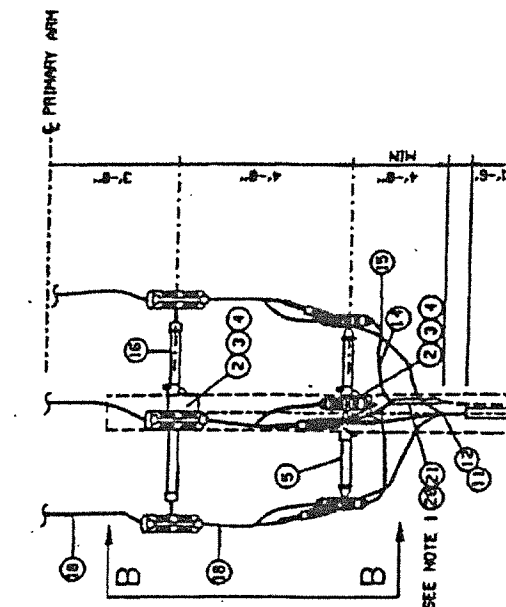


DETAIL A-A

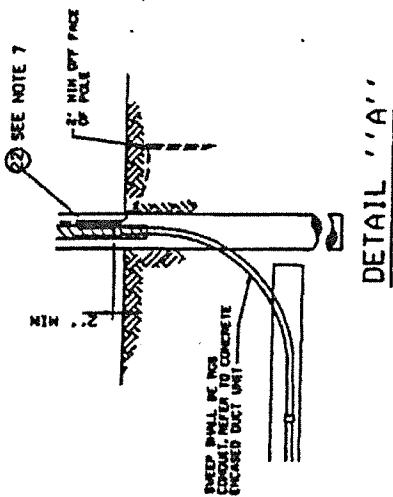
- NOTES:
1. REFER TO STANDARD DRAWING PAGE NO. 9-4 FOR GROUNDING SPECIFY GROUNDING SEPARATELY INITIAL GROUND WIRE MOLDING OVER POLE GROUND ABOVE SYSTEM NEUTRAL.
 2. CUT OUT, ARRESTER AND TERMINATOR SPECIFIED SEPARATELY.
 3. BOND ARRESTER GROUND LEAD DIRECTLY TO CONCENTRIC NEUTRAL.
 4. ALL METAL RISERS TO BE BONDED TO SYSTEM GROUND.
 5. DO NOT EXTEND CABLE GUARD BELOW CONCRETE OR PAVING.
 6. CONNECTOR TO BE SUITABLE FOR JUMPER AND TERMINAL USED.
 7. COORDINATE SIZE OF CABLE GUARD WITH SIZE OF BURIED DUCT.
 8. MOUNT CUTOUT AT ANGLE PROVIDING BEST ACCESS.

STANLEY CONSULTANTS		CLEVELAND PUBLIC POW	
FIBERGLASS POLE TOP ASSEMBLY		SQL PHASE RISER	
DATE: 10/10/10		BY: J. J. J.	
CHECKED: J. J. J.		APPROVED: J. J. J.	
SCALE: 1/2" = 1'-0"		SHEET NO. 10 - 1	

BILL OF MATERIALS



SECTION B-B



ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	ARRESTER, N.O.V. POLYMER	PER ENGINEER	NOTE 5
2	BOLT, 5/8 X LENGTH REQ'D	JOSLYN J318P	4
3	WASHER, 2 1/2 X 5/8 X 3/16 HOLE	JOSLYN J318P	4
4	LOCKWASHER, 2 1/2 X 5/8 X 3/16 HOLE	JOSLYN J318P	4
5	FIBERGLASS 3PH. C.O. & ARR. BKT.	FLACOR 7518-736	AS REQ'D
6	LAD SCREW 1/2 X 1/4"	JOSLYN J0754P	AS REQ'D
7	CABLE GUARD, PLASTIC	ELECT. MATERIALS	AS REQ'D
8	SCREW, LAD NEOPRENE WASHERHEAD 1/4 X 1/2"	PER CABLE SIZE	NOTE 5
9	CABLE TERMINATION	ELECT. MATERIALS	AS REQ'D
10	RGS CABLE GUARD	JOSLYN J3318P	1
11	HOOK 1/2 X 1/4 X 1/4"	FARGO 855-856	3
12	CABLE RISER TIE	ALUM FORM CS-428	3
13	CABLE POSITIONER	PER CONO. SIZE	AS REQ'D
14	NO. 4 CU S.D.	FLACOR 7518-736	AS REQ'D
15	CONNECTOR, COMPRESSION, CU TO CU	PER CONO. SIZE	AS REQ'D
16	FIBERGLASS 3PH C.O. BRACKET	PER CONO. SIZE	AS REQ'D
17	CONNECTOR, ANCHOR	PER CONO. SIZE	AS REQ'D
18	JUMPER, AL OR CU	PER CABLE SIZE	AS REQ'D
19	CONNECTOR, CABLE TO PAD	NOTE 6	3
20	GROUNDWIRE MOLDING, WOOD	HUGHES 2581.6	AS REQ'D
21	STAPLES, GALV., GROUNDWIRE MOLDING	HUGHES 2581.4	AS REQ'D
22	ADAPTER, STEEL, U-GUARD TO CONDUIT	ELECT. MATERIALS	1

- NOTE: ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEER APPROVAL.
- NOTE:
- REFER TO STANDARD DRAWING PAGE NO. 9-4 FOR GROUNDING SPECIFICATIONS. SPECIFY GROUNDING SEPARATELY. INSTALL ALL GROUND WIRE MOLDING OVER POLE GROUND ABOVE SYSTEM NEUTRAL.
 - DO NOT EXTEND CABLE GUARD OR ADAPTER BELOW CONCRETE OR PAVING.
 - BOND ARRESTER GROUND LEAD DIRECTLY TO CONCENTRIC NEUTRAL AND THEN TO POLE GROUND.
 - ALL METAL RISERS TO BE BONDED TO SYSTEM GROUND. METAL RISER GUARD TO EXTEND MINIMUM OF 6" ABOVE GRADE.
 - SPECIFY CUT OUTS, ARRESTERS AND TERMINATORS SEPARATELY.
 - COORDINATE SIZE OF CABLE GUARD WITH SIZE OF BURIED DUCT AND DUCT.
 - CABLE, USE STEEL ADAPTER TO TRANSITION TO LARGER SIZE BURIED DUCT.

STAPLET CONSULTANTS		CLEVELAND PUBLIC POWER	
FIBERGLASS POLE TOP ASSEMBLY		S/C DEADEND RISER POLE	
DATE: 10/1/77		BY: J. J. J.	
PROJECT NO. 8266.7		SHEET NO. 10 - 2	

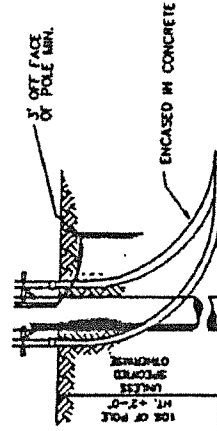
BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	HOT-LINE CLAMP	PER AMPER SIZE	6
2	FUSED CUT-OUT	PER ENGINEER	6
3	IMPACT BAR CONNECTOR	PER ENGINEER	6
4	BOLT, 5/8" X LENGTH REQ'D	PER TO 8874	12
5	SO2 CURVED WASHER 11/16" HOLE 3/32" X 1/4"	JOHN JILL	12
6	WASHER, SPRING FOR 5/8" BOLT	JOHN JILL	12
7	FRERICLASS 2PH. C.O. & APP. BKT.	ELAGO 7509-548	3
8	ARRESTER, M.O.V. POLYMER	PER ENGINEER	6
9	PVC CABLE GUARD	JOHN POL-410	4
10	MOLDING, WOOD	HUGHES 2501.8	3
11	SCREW, LAG NEOPRENE WASHER-HEAD	JOHN JILL	40
12	GALV. STAPLES, OVER WOOD MOLDING	HUGHES 2501.1	24
13	PA S.D. COPPERWELD	PER CABLE SIZE	AS REQ'D.
14	CABLE TERMINATION	PER CABLE SIZE	6
15	STAPLES, ROLLED, OVER BARE COPPERWELD	JOHN JILL	AS REQ'D.
16	BKT. C.O. & ARRESTOR	ELAGO 7502-438	3
17	CABLE POS. ROLLED	ALUMOFORM CS-820	6
18	COPPER CONCENTRIC TO ACSS NEUT. CLAMP	PER COND. SIZE	2

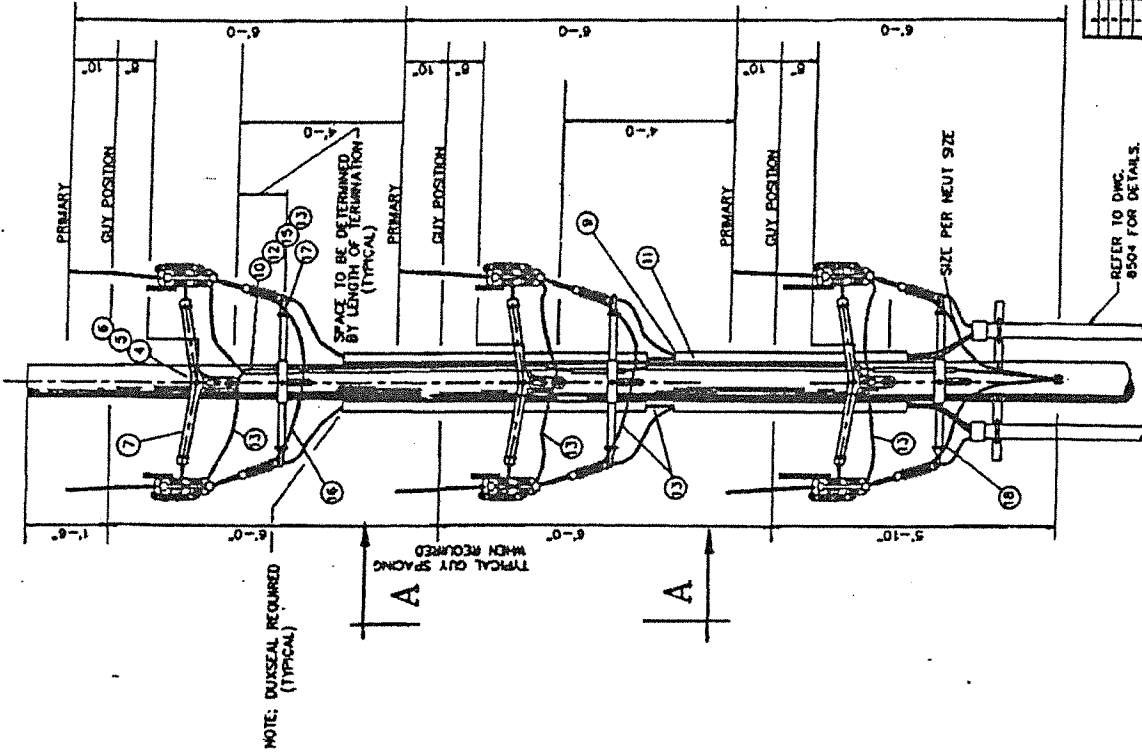
NOTE: ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEER APPROVAL.

NOTE:

1. REFER TO 8295 FOR GROUNDING



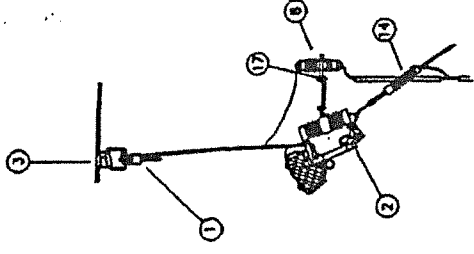
ASSEMBLY WITH CUT-OUTS
TO BE USED FOR TAPS ONLY



NOTE: DUXSEAL REQUIRED (TYPICAL)

TYPICAL GUY SPACING WHEN REQUIRED

SECTION A-A



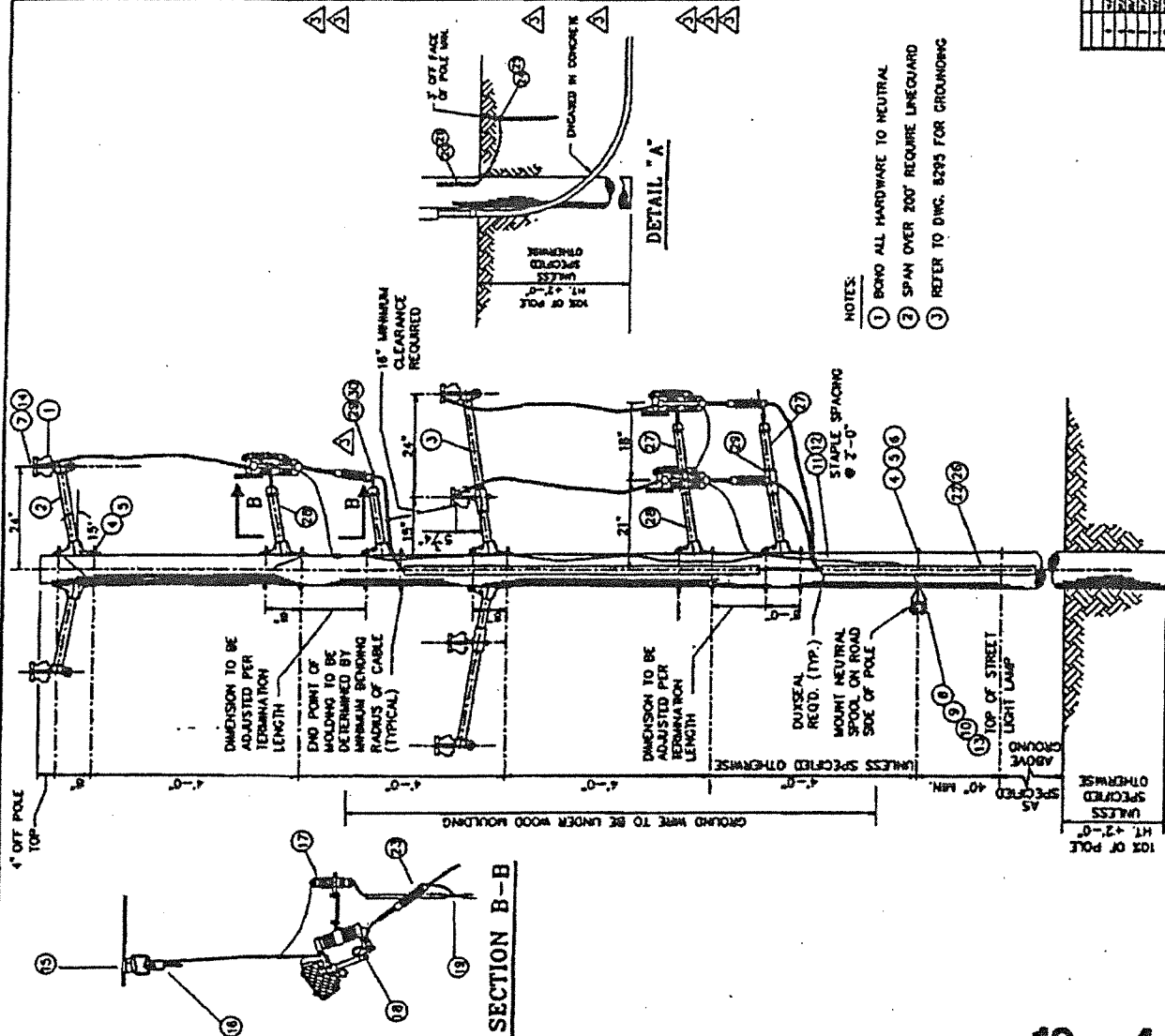
REFER TO DMC. 8504 FOR DETAILS.

CLEVELAND PUBLIC POWER	
FIREPASS POLE (UP ASSEMBLY)	
D/C YEARING RISE POLE	
DATE: 11/1/88	BY: J. J. JILL
100-10-88	8240.6

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	INSULATOR, 13kV, PM TYPE	PP 366-S	6
2	SINGLE STANDOFF BRACKET	FLAGG 7581-124	2
3	DUAL PHASE BRACKET	FLAGG 7581-2P-3814	2
4	BOLT, 5/8" x LENGTH REQ'D	JOSLYN J0808 TO 8824	7
5	WASHER, SQUARE FOR 5/8" BOLT	JOSLYN J3540	7
6	CURVED, SQUARE WASHER 11/16" HOLE 3/4" x 1/2"	JOSLYN J113	6
7	THE WIRE CONDUCTOR	PER COND. SIZE	6
8	CLEWS, INSULATED SECONDARY	JOSLYN J150	9
9	SECONDARY SPOOL	JOSLYN J101	8
10	THE WIRE, NEUTRAL	PER NEUT. SIZE	8
11	#4 S.D. COPPERWELD	JOSLYN J6497	AS REQ'D.
12	STAPLE, ROLLED, OVER BARE COPPERWELD	PER COND. SIZE	10
13	CONNECTOR #4 C/L TO NEUTRAL	PER COND. SIZE	4
14	LINE GUARD	PER ENGINEER	1 SET/PH.
15	IMPACT BAIL CONNECTOR	PER ENGINEER	3
16	HOT LINE CLAMP	PER JAMPER SIZE	3
17	ARRESTER MOV POLYMER	PER ENGINEER	3
18	FUSED CUT-OUT	PER ENGINEER	3
19	PARALLEL CLAMP	PER CABLE NEUT.	3
20	MOLDING WOOD	HUGHES 2501-B	3
21	GALV. STAPLES, OVER WOOD MOLDING	HUGHES 2501-B	3
22	PVC CABLE GUARD	JOSLYN J01-410	10
23	CABLE TERMINATION	PER CABLE SIZE	3
24	GROUND ROD 5/8" x 6', CORROSION-RESISTANT	JOSLYN J9158	1
25	GROUND CLAMP FOR 5/8" ROD	JOSLYN J8382	1
26	SCREW, LAG NEOPRENE WASHER HEAD	JOSLYN	40
27	2 PH CUTOUT/ ARRESTER BRACKET	FLAGG 7581-21-478	1
28	SINGLE PH. C.O. & ARR. BKT. W/ADAPTER PLATE	FLAGG 7508-124X	1
29	CABLE POSITIONER	ALUMOFORM CS-820	3
30	C.O. & ARR. BKT., SINGLE PH.	FLAGG 7510-018	1

NOTE: ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEER APPROVAL.



- NOTES:
1. BOND ALL HARDWARE TO NEUTRAL
 2. SPAN OVER 200' REQUIRE LINEGUARD
 3. REFER TO DWG. 8295 FOR GROUNDING

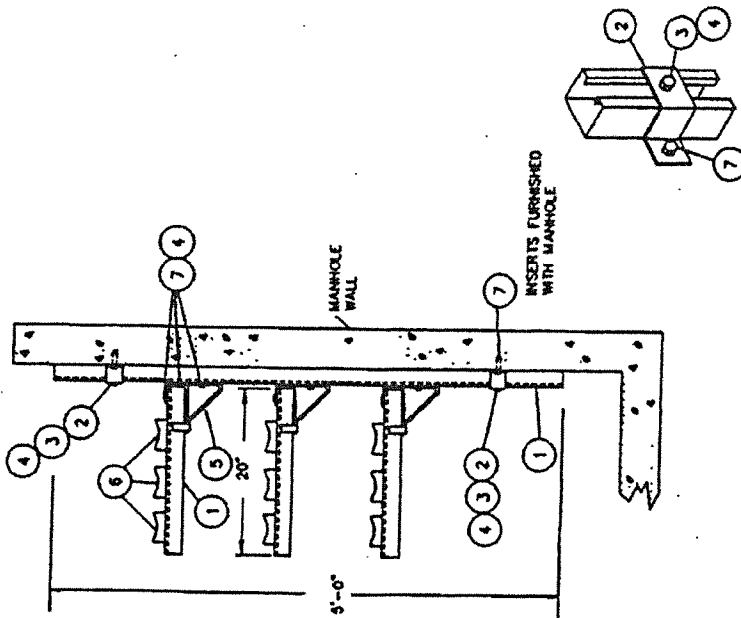
CLEVELAND PUBLIC POWER	
PREFABRICATED POLE TOP ASSEMBLY	
D/C COMPACTED WITH S/C RISER	
DATE: 1/15/64	BY: J.E.C.
PROJECT NO. 100-100	0294.5

[illegible]

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ. D.
1	CHANNEL P-1000 UNISTRUT	P-1000	3
2	SUPPORT ZEE UNISTRUT	P-1045	2
3	SCREW CAP 1/2" x 1" IN HEX	HMCS050150EG	2
4	NUT SPRING 1/2" IN GALV.	P-1010	8
5	BRACE BRACKET UNISTRUT	P-1075	3
6	INSULATOR CABLE RACK MAX CABLE D=3 3/4"	P-1754FG	8
7	SCREW CAP 1/2" x 1-1/2" HEX		4

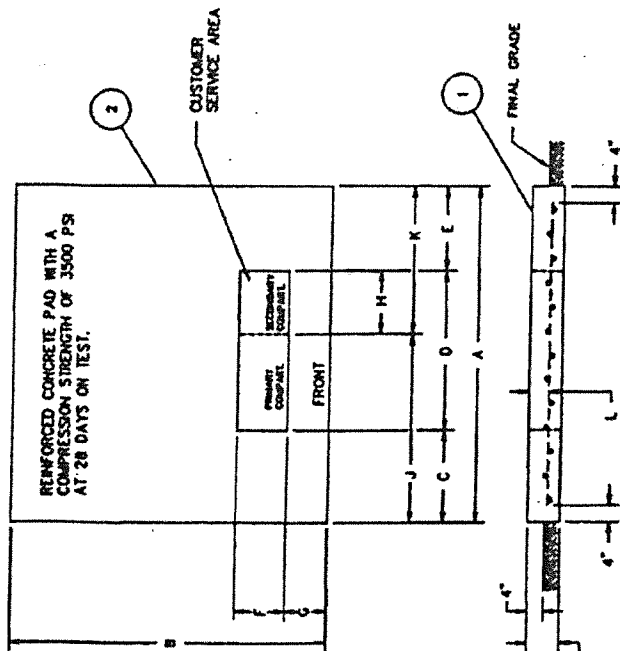
ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEERS APPROVAL.



<div> <div>REX</div> <div>NOTES</div> </div>		<div> <div>CLEVELAND PUBLIC POWER</div> <div>UNISTRUT CABLE RACKING</div> </div>	
DATE	BY	DATE	BY
01/15/10	J. J. J.	01/15/10	J. J. J.
<div> <div>01/15/10</div> <div>01/15/10</div> </div>		<div> <div>01/15/10</div> <div>01/15/10</div> </div>	

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	# 3 REBAR		AS REQ'D.
2	3500 PSI CONCRETE		AS REQ'D.



SEE CONSTRUCTION DRAWINGS FOR INSTALLATION/CONSTRUCTION DETAILS AND NOTES.

NOTE: TRANSFORMER BASE SIZE TO BE DETERMINED BEFORE PAD TYPE @ 750 KVA IS CHOSEN

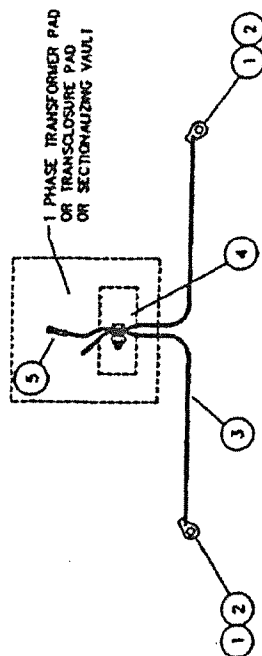
TYPE	TRANSFORMER KVA		A	B	C	D	E	F	G	H	I	J	K	L	REBAR BOTH WAYS	REBAR FT.	CL. YD. CONC.
	MIN	MAX															
1	75	80	75	22	30	20	12	10	15	8	45	35	5.3	8	4	181	0.86
2	1000	1200	120	35	50	35	15	24	25	12	60	60	8	15	8	415	3.51

Cleveland Public Power		UNIVERSAL THREE PHASE TRANSFORMER PADS 75 TO 1500KVA	
PROJECT NO.	DATE	BY	REV
1000000000	10/1/75	J. J. J.	8500 3

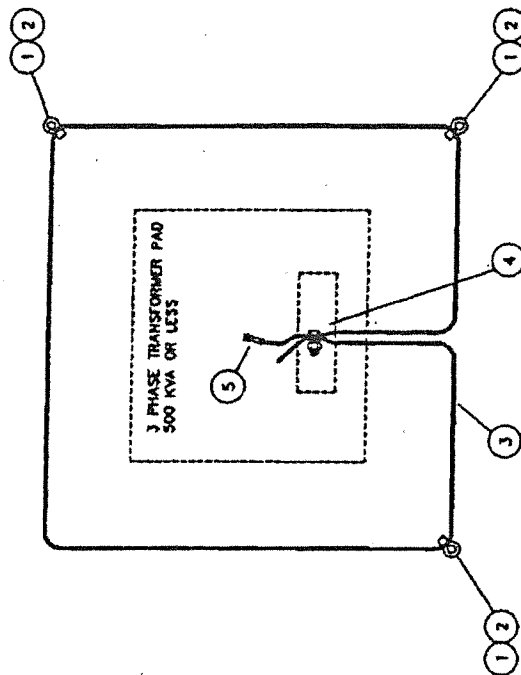
BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D	NO. "A" REQ'D	NO. "B" REQ'D
1	GROUND ROD 5/8" x 8'		2	3	3
2	CLAMP, UPRD. ROD 5/8"		2	3	3
3	CJ 1/0 BARE STR.		5	23	
4	CONN. SPUT BOLT 1/0 - 1/0 CJ		1	1	1
5	TRM CMP 2H 1/0 STR. CJ		1	1	1

ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEERS APPROVAL




DETAIL "A"



DETAIL "B"

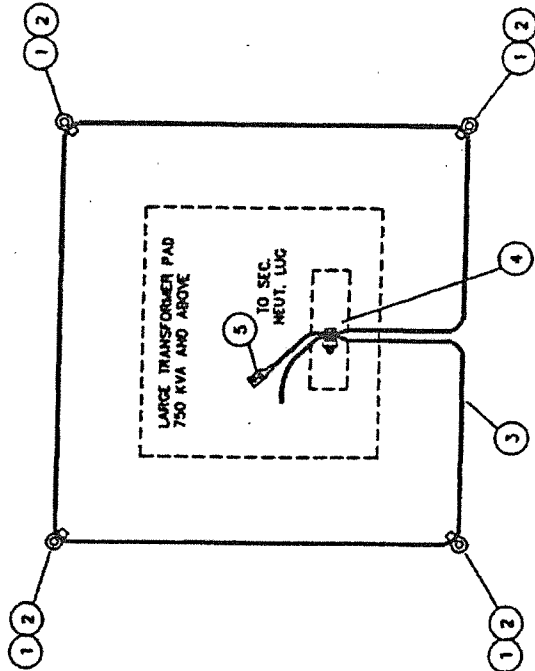
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 CLEVELAND PUBLIC POWER	STANDARD DUTY EQUIPMENT GROUP
--	--------------------------------------

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	GROUND ROD 5/8" x 8'		4
2	CLAMP, GRD. ROD 5/8"		4
3	CU 1/0 BARE STR.		4
4	CONN. SPLIT BOLT 1/0 - 1/0 CU		23
5	TERM. CAP 2H 1/0 STR. CU		1

ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEERS APPROVAL

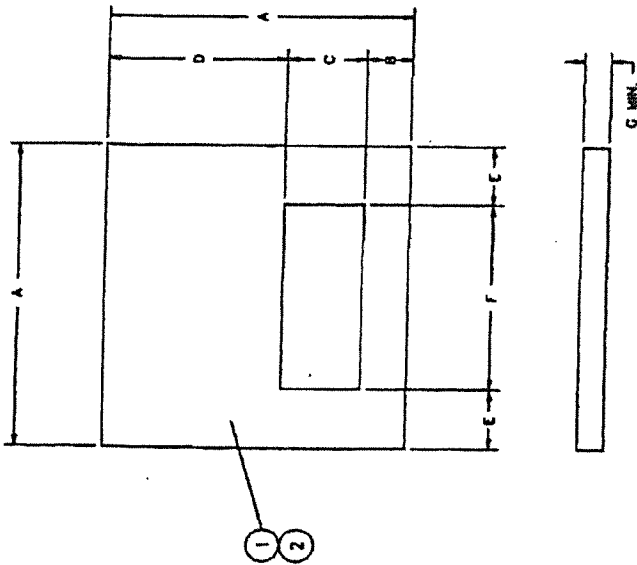


BECK		CLEVELAND PUBLIC POWER	
HEAVY DUTY EQUIPMENT GROUNDS		8503 J	
DATE: 10-10-8		BY: [Signature]	
PROJECT: [Blank]		SHEET: [Blank]	
DRAWN BY: [Blank]		CHECKED BY: [Blank]	
APPROVED BY: [Blank]		DATE: [Blank]	

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	3500 PSI CONCRETE		AS REQ'D.
2	#4 4 x 4 WELDED MESH		AS REQ'D.

ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEERS APPROVAL



SEE CONSTRUCTION DRAWINGS FOR INSTALLATION/CONSTRUCTION DETAILS AND NOTES

TRANSFORMER KVA	A	B	C	D	E	F	G	REINFORCING
35 - 167	3' 10"	8"	13"	2' 3"	10 1/2"	2' 1"	4"	414 #4 WELDED MESH

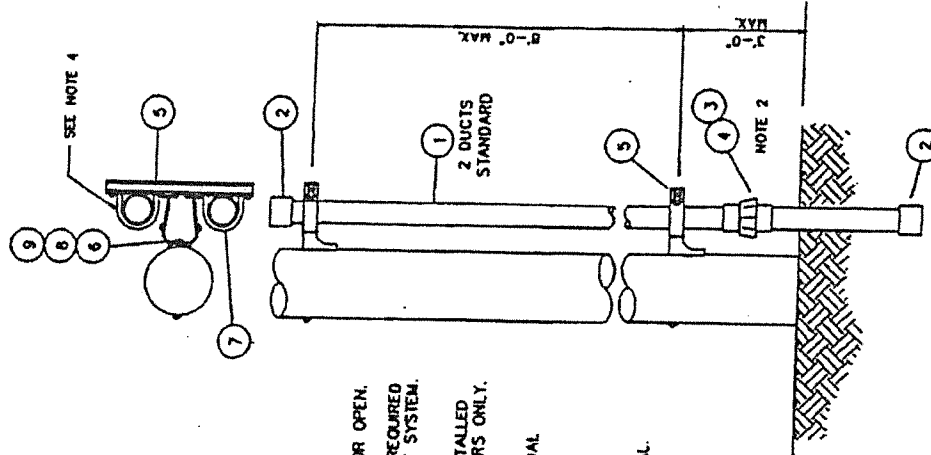
EST. WT = 700#

Cleveland Public Power		8503 3	
SINGLE PHASE TRANSFORMER PAD		25 TO 167KVA (PRECAST)	
DATE: 12/12/12		BY: [Signature]	
PROJECT: [Blank]		SHEET: [Blank]	
DRAWN BY: [Blank]		CHECKED BY: [Blank]	
APPROVED BY: [Blank]		DATE: [Blank]	

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	CONDUIT, PLASTIC 5 IN. TYPE 40, 10' LENGTH	CARLON 19018	AS REQ'D
2	BELL END 5" PVC 140 EB	CARLON E297P	2
3	ADAPTOR ITEM PLASTIC 5TY40	CARLON E948P	4
4	VENTILATOR 5 IN. GALV. CONO.		2
5	CONDUIT STANDOFF BRACKET	ALUMO 6-C50-12	3
6	BOLT, MACHINE 5/8 X REQ'D LENGTH	JOSLYN J8808-8824	3
7	STRAP KIT	STR-4	5
8	WASHER, SPRING FOR 5/8" BOLT	JOSLYN J3540	3
9	SQUARE CORNER WASHER 11/16" HOLE	JOSLYN J113	3

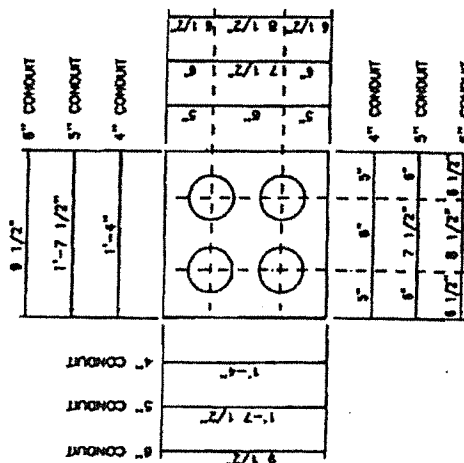
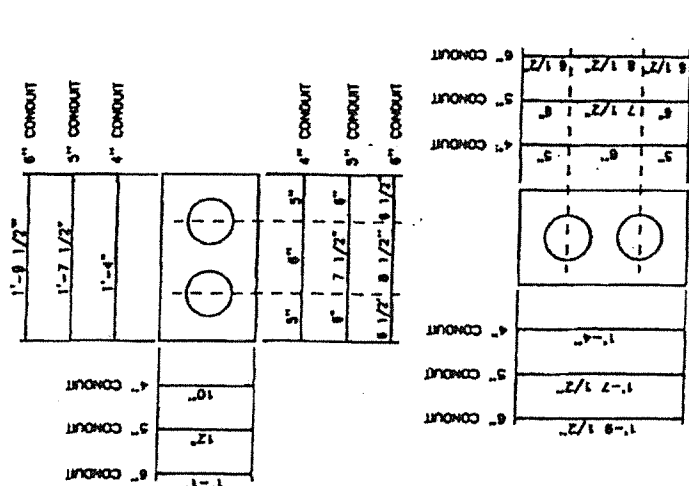
ALL STOCK ITEMS ARE *OR EQUIVALENT WITH ENGINEERS APPROVAL.



NOTES :

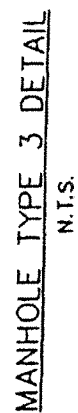
1. TOP OF RISER MUST BE VENTED OR OPEN.
2. VENT AT BASE OF RISER IS NOT REQUIRED IF PIPE IS CONNECTED TO A DUCT SYSTEM. (USE VENT ON 5" PIPE ONLY)
3. CIRCUIT IDENTIFICATION TO BE INSTALLED ON SUBSTATION FEEDER EXIT RISERS ONLY.
4. INITIAL DUCTS TO BE MOUNTED ON INSIDE OF BRACKET. ADDITIONAL SPARE DUCTS TO BE MOUNTED ON OUTSIDE OF BRACKET.
5. DUCT RISER TO BE MOUNTED ON "AWAY" SIDE OF POLE FROM TRAFFIC PATTERN, WHEN PRACTICAL.

CITY OF CLEVELAND PUBLIC POWER	
MSEER UND TYPE 40, PLASTIC CONDUIT	
DATE: 9/1/64	BY: JET
PROJECT NO: 8504.3	



1. CONCRETE SHALL BE 3500 PSI MIN. UNLESS SPECIFIED OTHERWISE.

7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100						
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10 - 13

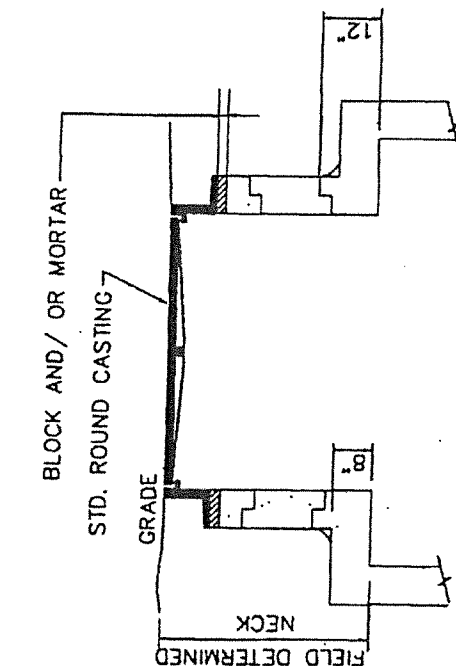
SEE LETTERING
MANHOLE LID
THIS DRAWING

3/4" GAS HOLE

The drawing shows a circular manhole lid with a rectangular label in the center containing the letters 'L E P'. To the left of the label is a cross-hatched rectangular area. Four small circles are positioned around the central elements. A line points from the text 'SEE LETTERING MANHOLE LID THIS DRAWING' to the label. Another line points from the text '3/4" GAS HOLE' to one of the small circles.

MANHOLE BRICK COLLAR-DETAIL

NTS

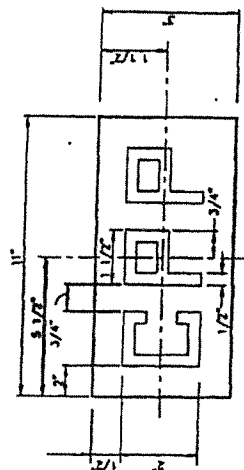


MANHOLE PRECAST CONCRETE NECK-DETAIL

SIN

NOTES:


1. BRICKS OR BLOCKS TO BE FLUSH WITH INSIDE FACE OF NECK RINGS.
2. PLACE SEALANT IN ALL NECK RING JOINTS BEFORE ASSEMBLY.
3. APPLY 1/2" THICK LAYER OF WATERPROOF MORTAR TO OUTSIDE SURFACE OF NECK. WATERPROOFING ADDITIVE TO BE ADDED TO MORTAR PER MANUFACTURER'S RECOMMENDATION.



LETTERING - MANHOLE LID

SIN

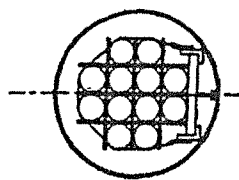
REVISION	DATE	DESCRIPTION	BY	APP'D	REFERENCE	NO.	DATE	TEST
3	1/20/76	REVISED LADING OF TONDS						
4	11/22/75	RECEIVED CONSTRUCTION						
5	10/29/75	SEALED FOR C						
2	10/21/75	SEALED FOR CONSTRUCTION						
1	10/21/75	REVISED FOR WORKMAN 2						
8	8/20/71	SEALED FOR BLD						



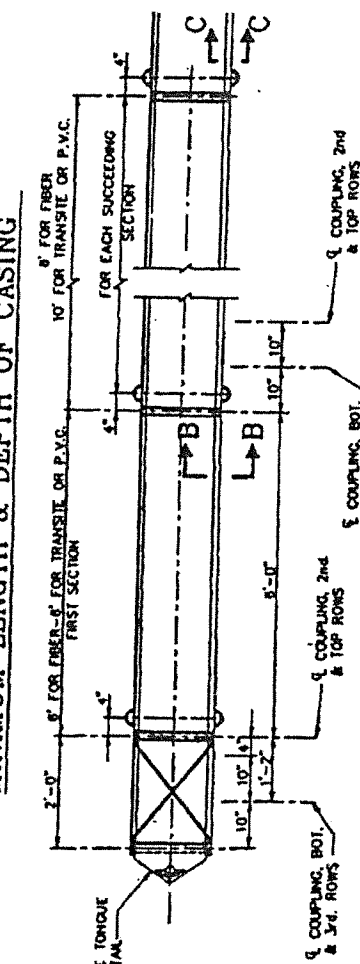
CLEVELAND PUBLIC POWER

MANHOLE COVER & FRAME, BRICK COLLAR & MANHOLE LID LETTERING DETAILS

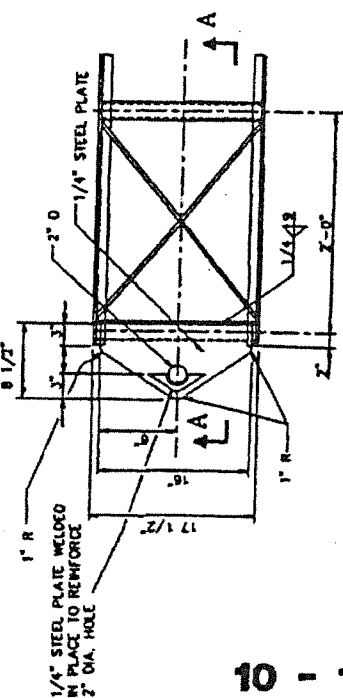
DESIGNED BY **B.C.M.**
 CHECKED BY **C.C.M.**
 DATE **9-13-81**
 8507.5



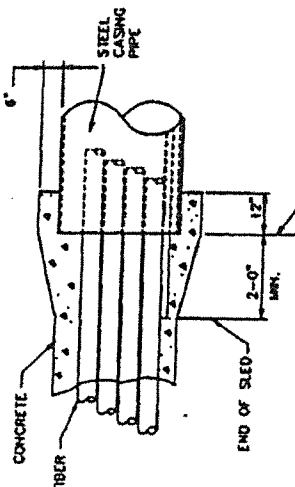
MINIMUM LENGTH & DEPTH OF CASING



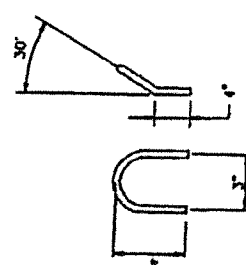
PLAN OF CONDUIT SLED



PULLING TONGUE DETAIL

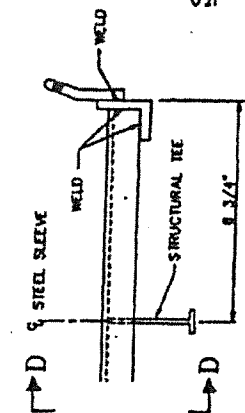


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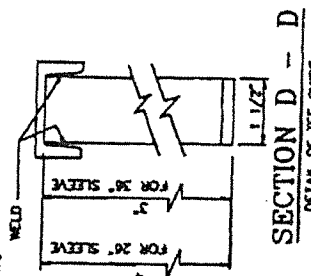


STRAPPING LOOP

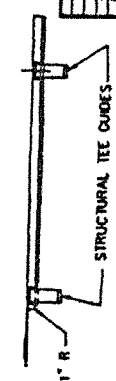
FABRICATED FROM 3/8" REINFORCING ROD & 3/4" LG.



SECTION B - B



SECTION D - D



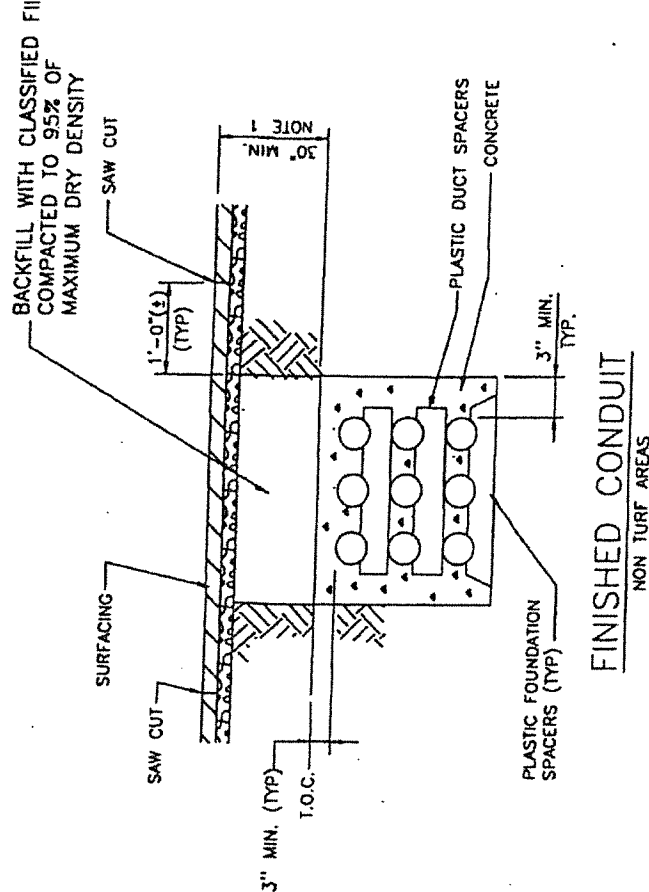
SECTION A - A

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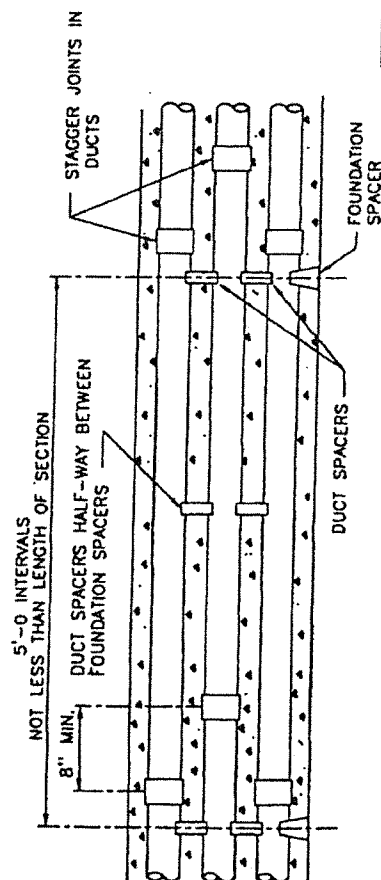
Q. GLENDON PUBLIC POWER

DUCT INSTALLATION IN STEEL PIPE
RAILROAD CROSSING AND DETAILS

[illegible]



TURF AREAS



FINISHED CONDUIT AND ELEVATION
OF DUCTS

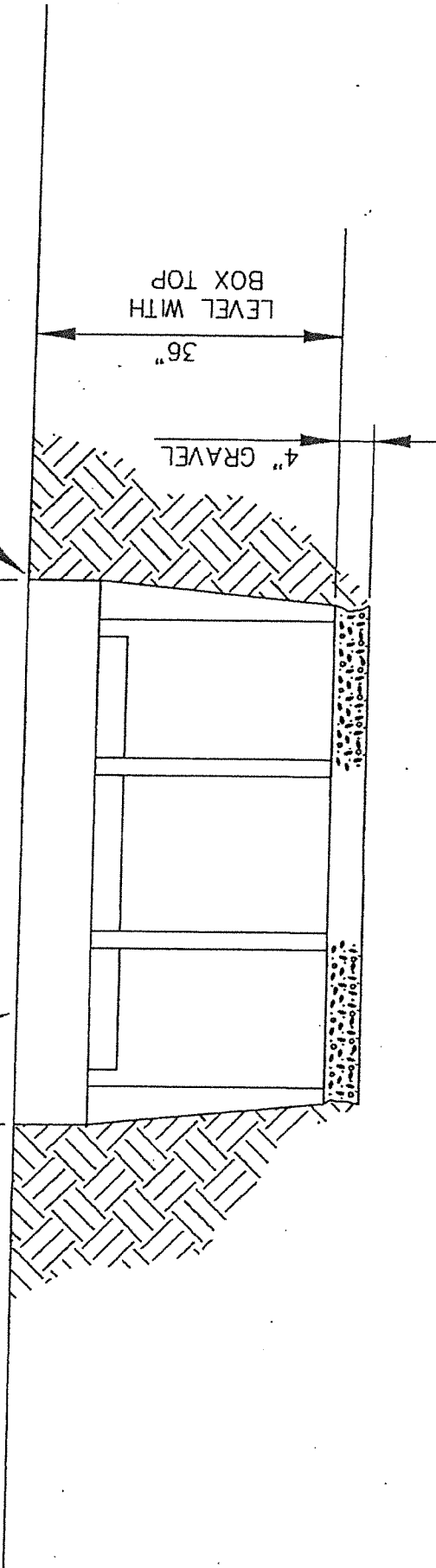
[illegible]

8509 5	100-20-01
8509 5	100-20-01

ITEM NO.	ITEM	STOCK NO.	REMARKS
1	COVER, LOCKING	QUAZITE LG3059CA00	
2	BOX W/MOUSEHOLES	QUAZITE LG3059EB36 or LG3060EB36	

$$\frac{63 \frac{1}{8}'' \text{ or } 64 \frac{5}{8}'' \text{ length}}{\sqrt{\text{width} = 33 \frac{3}{4}'' \text{ or } 36 \frac{5}{8}''}}$$

BACKFILL & COMPACT



10. - 17



CLEVELAND PUBLIC POW

PULL BOX

[illegible][illegible]

BILL OF MATERIALS

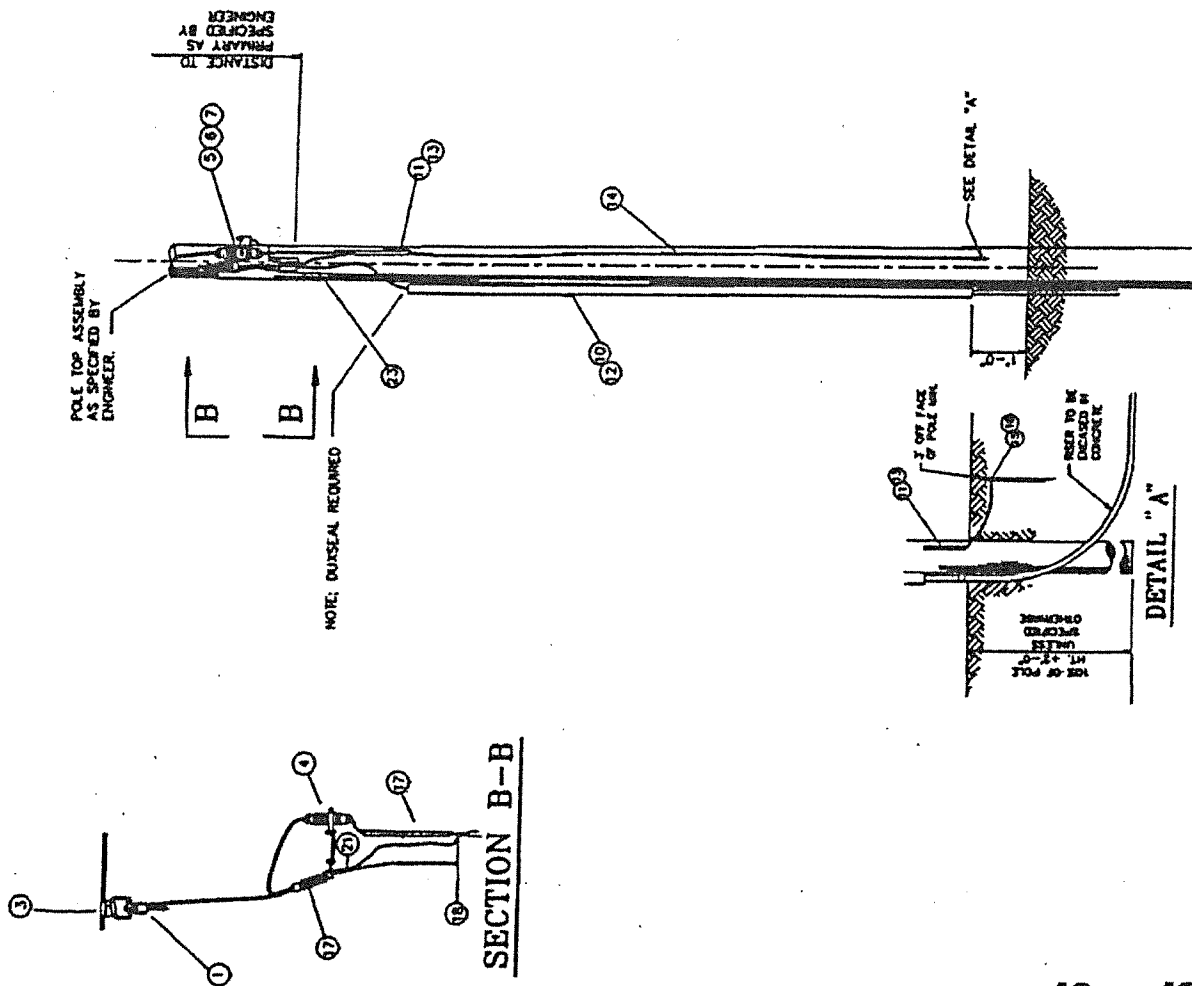
ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	HOT-LINE CLAMP	PER AMPER SIZE	1
2	NOT USED		
3	ARRESTER, M.O.V. POLYMER	PER ENGINEER	1
4	BOLT, 5/8" x LENGTH REQ'D	PER ENGINEER	1
5	SO, CURVED WASHER 11/16 HOLE 3/4x1 1/4	JOSLYN J113	4
6	WASHER, SPRING FOR 5/8" BOLT	JOSLYN J15-40	4
7	NOT USED		
8	NOT USED		
9	PVC CABLE GUARD	JOSLYN J01-410	3
10	WASHER, LAG W/NEPRENE WASHER-HEAD	HUGHES 2501.8	3
11	ONLY, STAPLES, OVER WOOD MOLDING	JOSLYN J01-410	40
12	J4 S.D. COPPERWELD	HUGHES 25014	24
13	GROUND ROD 5/8" x 8', COPPERBONDED	JOSLYN J01-410	AS REQ'D.
14	GROUND CLAMP FOR 5/8" ROD	JOSLYN J01-410	1
15	CABLE TERMINATION	JOSLYN J01-410	1
16	CONNECTOR NO. 4 TO CABLE NEUT.	JOSLYN J01-410	1
17	STAPLES, ROLLED, OVER BARE COPPERWELD	JOSLYN J01-410	1
18	NOT USED		
19	CABLE POSITIONER	ALUMOFORM CS-820	1

NOTE: ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEER APPROVAL.

NOTE:

1. REFER TO DWG 8225 FOR GROUNDING.

ASSEMBLY TO BE USED FOR
"MAIN-LINE" DIPS ONLY
NOT TO BE USED FOR TAPS



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PREGLASS POLE TOP ASSEMBLY
SQL PHASE RISER
CLEVELAND PUBLIC POWER
0669 1

BILL OF MATERIALS

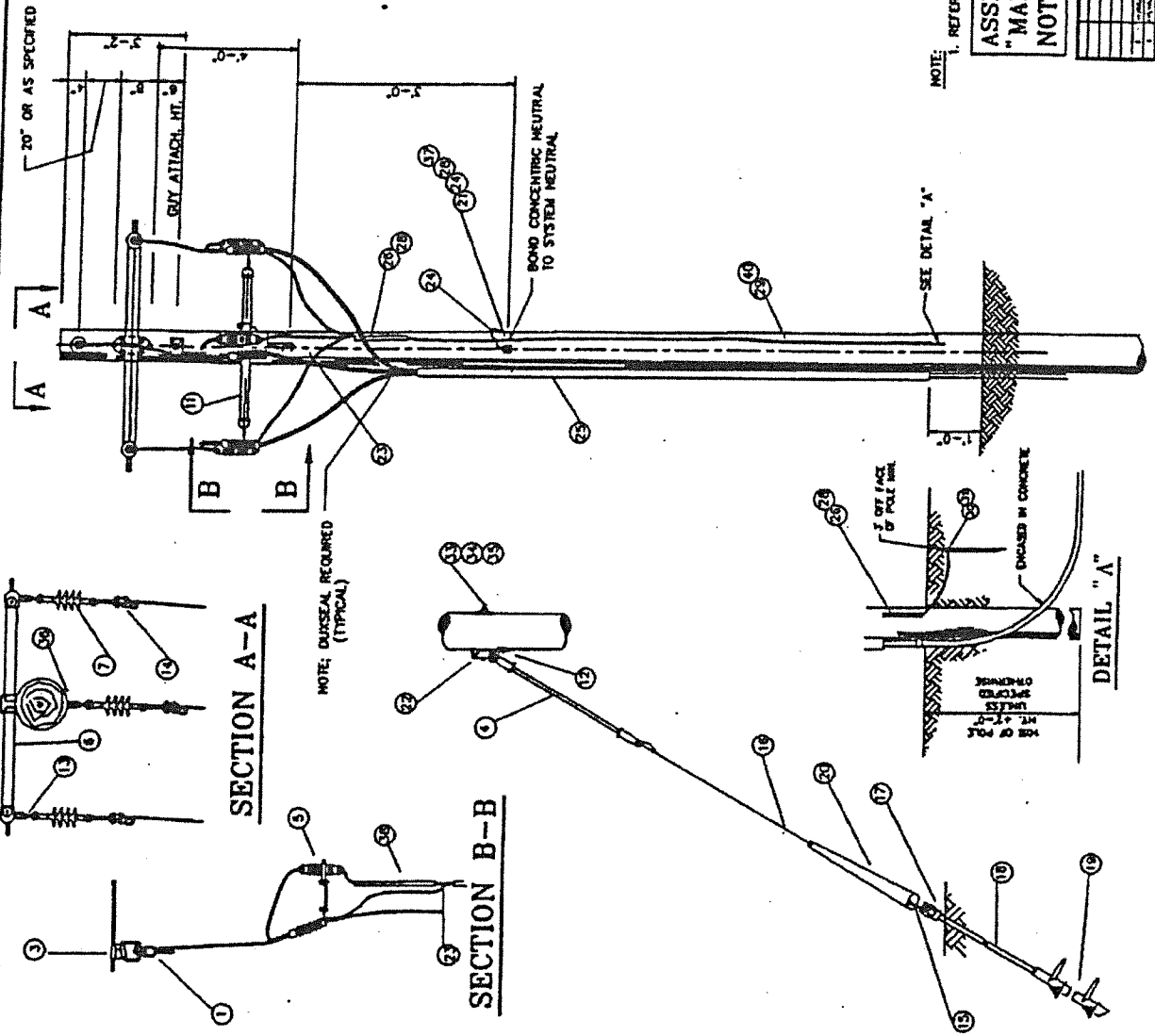
ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	HOT-LINE CLAMP	PER JUMPER SIZE	3
2	NOT USED		
3	IMPACT BAR CONNECTOR	PER ENGINEER	3
4	FIBERGLASS GUY STRAIN INSUL-36", 30K MM.	FLAGO 300-36	1 PER ROD
5	ARRESTER, M.O.V. POLYMER	PER ENGINEER	3
6	FIBERGLASS D.E. ARM W/4 EYELETS	PER ENGINEER	3
7	DEADEND INSUL., PER-15 TYPE	PER ENGINEER	3
8	BOLT, 5/8" x LENGTH REQ'D	OB 401013-0215	1
9	SO. CURVED WASHER 11/16" HOLE 3/4"x1/4"	ARMOR 10 1824	7
10	WASHER, SPRING FOR 5/8" BOLT	JOSLYN J113	8
11	FIBERGLASS 3PH. C.O. & ARR. BKT.	JOSLYN J3540	8
12	LAD SCREW, 3 x 1/2, FETTERDRIVE & POINT	FLAGO 7510-736	1
13	SHOULDER, ANCHOR 9/16"	JOSLYN J8739P	2
14	D.E. STRAIN CLAMP, CONDUCTOR	JOSLYN B1 3009	3
15	GUY GRIP	PER COND. SIZE	3
16	GUY STRAND	PER STRAND SIZE	2 PER GUY
17	EYENUT FOR 1" ANCHOR ROD, THIMBLE	PER ENGINEER	AS REQ'D.
18	ANCHOR ROD 7' x 1"	CHANCE 12334P	1 PER ROD
19	ANCHOR, SINGLE OR DOUBLE HELIX	CHANCE 12334P	AS REQ'D.
20	GUY GUARD, PLASTIC 8" YELLOW	CLIP 100000813	1 PER ROD
21	D.E. STRAIN CLAMP, NEUTRAL	JOSLYN J1483Y	1 PER ROD
22	GUY HOOK, COMBINATION TYPE	PER NEUTRAL SIZE	2
23	PARALLEL CLAMP	FLAGO P139	1
24	PARALLEL CLAMP	PER CABLE NEUT.	3
25	PVC CABLE GUARD	PER NEUT. & STRAND	1
26	MOULDING, WOOD	JOSLYN P201-410	4
27	SCREW, LAD NEOPRENE WASHERHEAD	HUGHES 2501.8	3
28	GALV. STAPLES, OVER WOOD MOULDING	JOSLYN -	40
29	#4 S.D. COPPERWELD	HUGHES 2501.4	24
30	GROUND ROD 5/8" x 6', COPPERBONDED	JOSLYN J1158	AS REQ'D.
31	GUY HOOK	JOSLYN J1392	1
32	MACHINE BOLT 7/8" x LENGTH REQ'D.	FLAGO P135A	1
33	WASHER, SPRING FOR 7/8" BOLT	JOSLYN J0643-8074	3
34	WASHER 5/8" CURVED 3 1/2"x3 1/2"x3/8, 15/16 HOLE	JOSLYN J3542	3
35	OVAL EYE BOLT, 5/8"	JOSLYN J8278	3
36	EYENUT FOR 5/8" BOLT	JOSLYN J1092	1
37	CABLE TERMINATION	PER CABLE SIZE	3
38	CABLE POSITIONER	ALUMIFORM CS-820	3
39	STAPLE, ROLLED, OVER GARE COPPERWELD	JOSLYN J8487	AS REQ'D.
40			

NOTE: ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEER APPROVAL.

- PRIMARY CUTS ONLY
- • TRIPLE TIE NUT AS REQ'D. BY ENGINEER

NOTE: 1. REFER TO DWG. 8295 FOR GROUNDING

ASSEMBLY TO BE USED FOR
"MAIN-LINE" DIPS ONLY
NOT TO BE USED FOR TAPS



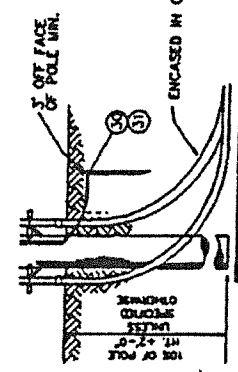
CLEVELAND PUBLIC POWER	
FIBERGLASS POLE TOP ASSEMBLY / 5/8" DEADEND RISER POLE	
DATE: 10-16-72	BY: J. W. B.
10 - 19	8670 2

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	HOT-LINE CLAMP		6
2	NOT USED		
3	IMPACT RAIL CONNECTOR	PER ENGINEER	6
4	FIBERGLASS GUT STRAIN HSA-27, 30K MN.	PER ENGINEER	1 PER ROD
5	FIBERGLASS D.E. ARM W/4 EYELETS	PER ENGINEER	6
6	DEADEND HSA-10-15 TYPE	PER ENGINEER	3
7	ROD 5/8" x LENGTH REQ'D	08 401015-0215	6
8	WASHER SPRING FOR 5/8" ROD	08 401015-0215	18
9	WASHER SPRING FOR 5/8" ROD	08 401015-0215	18
10	FIBERGLASS 2PH. C.O. & ARR. BKT.	08 401015-0215	18
11	LAG SCREW 3/4 x 1 1/2, FETTERDRIVE & POINT	08 401015-0215	3
12	SHAWLIE ANCHOR 9/16"	08 401015-0215	3
13	D.E. STRAIN CLAMP, CONDUCTOR	08 401015-0215	3
14	GUT GRIP	08 401015-0215	3
15	GUT STRAND	08 401015-0215	3
16	ANCHOR ROD 7" x 1"	08 401015-0215	3
17	ANCHOR ROD 7" x 1"	08 401015-0215	3
18	ANCHOR, SINGLE OR DOUBLE HELIX	08 401015-0215	3
19	GUT GUARD, PLASTIC 8" YELLOW	08 401015-0215	3
20	D.E. STRAIN CLAMP, NEUTRAL	08 401015-0215	3
21	GUT HOOK, CONCENTRATION TYPE	08 401015-0215	3
22	PARALLEL CLAMP	08 401015-0215	3
23	PARALLEL CLAMP	08 401015-0215	3
24	PVC CABLE GUARD	08 401015-0215	3
25	MOULDING, WOOD	08 401015-0215	3
26	SCREW, LAG NEOPRENE WASHERHEAD	08 401015-0215	3
27	GALV. STAPLES, OVER WOOD MOLDING	08 401015-0215	3
28	#4 S.D. COPPERWELD	08 401015-0215	3
29	GROUND ROD 5/8" x 6", COPPERWELDED	08 401015-0215	3
30	GUT HOOK	08 401015-0215	3
31	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
32	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
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37	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
38	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
39	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3

NOTE: ALL STOCK ITEMS ARE "OR EQUIVALENT" WITH ENGINEER APPROVAL
 * PRIMARY CUTS ONLY
 ** IMPLYE MIT AS REQUIRED BY ENGINEER

NOTE:
 1. REFER TO 8295 FOR GROUNDING.
 ASSEMBLY TO BE USED FOR
 "MAIN-LINE" DIPS ONLY
 NOT TO BE USED FOR TAPS

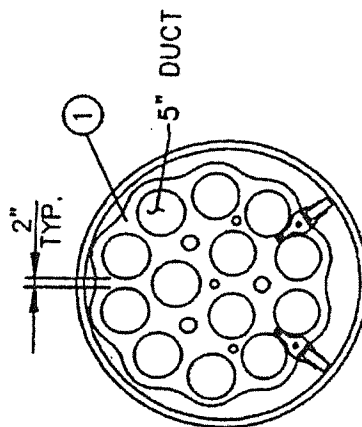
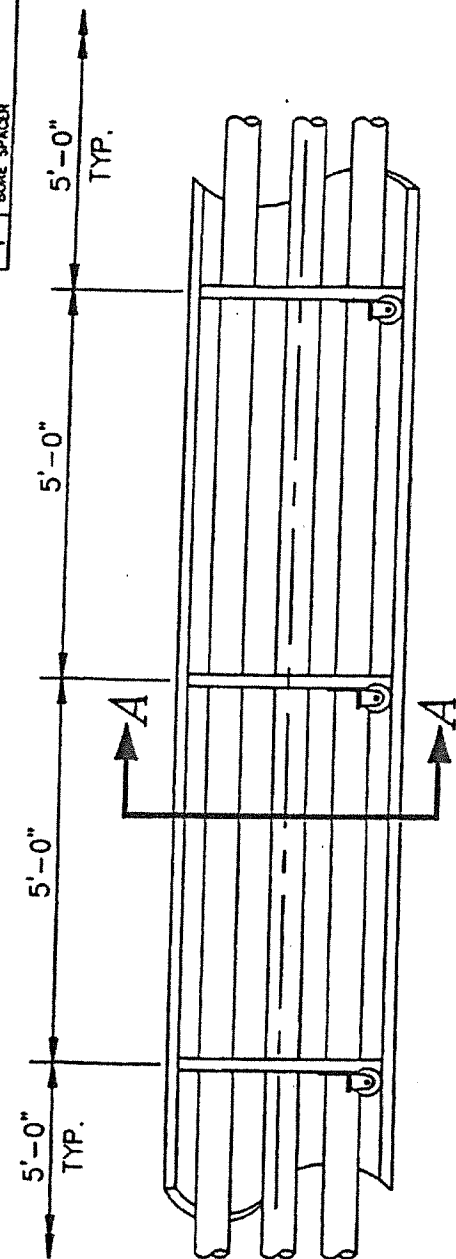


ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	IMPACT RAIL CONNECTOR	PER ENGINEER	6
2	FIBERGLASS GUT STRAIN HSA-27, 30K MN.	PER ENGINEER	1 PER ROD
3	FIBERGLASS D.E. ARM W/4 EYELETS	PER ENGINEER	6
4	DEADEND HSA-10-15 TYPE	PER ENGINEER	3
5	ROD 5/8" x LENGTH REQ'D	08 401015-0215	6
6	WASHER SPRING FOR 5/8" ROD	08 401015-0215	18
7	WASHER SPRING FOR 5/8" ROD	08 401015-0215	18
8	FIBERGLASS 2PH. C.O. & ARR. BKT.	08 401015-0215	18
9	LAG SCREW 3/4 x 1 1/2, FETTERDRIVE & POINT	08 401015-0215	3
10	SHAWLIE ANCHOR 9/16"	08 401015-0215	3
11	D.E. STRAIN CLAMP, CONDUCTOR	08 401015-0215	3
12	GUT GRIP	08 401015-0215	3
13	GUT STRAND	08 401015-0215	3
14	ANCHOR ROD 7" x 1"	08 401015-0215	3
15	ANCHOR ROD 7" x 1"	08 401015-0215	3
16	ANCHOR, SINGLE OR DOUBLE HELIX	08 401015-0215	3
17	GUT GUARD, PLASTIC 8" YELLOW	08 401015-0215	3
18	D.E. STRAIN CLAMP, NEUTRAL	08 401015-0215	3
19	GUT HOOK, CONCENTRATION TYPE	08 401015-0215	3
20	PARALLEL CLAMP	08 401015-0215	3
21	PARALLEL CLAMP	08 401015-0215	3
22	PVC CABLE GUARD	08 401015-0215	3
23	MOULDING, WOOD	08 401015-0215	3
24	SCREW, LAG NEOPRENE WASHERHEAD	08 401015-0215	3
25	GALV. STAPLES, OVER WOOD MOLDING	08 401015-0215	3
26	#4 S.D. COPPERWELD	08 401015-0215	3
27	GROUND ROD 5/8" x 6", COPPERWELDED	08 401015-0215	3
28	GUT HOOK	08 401015-0215	3
29	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
30	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
31	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
32	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
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34	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
35	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
36	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
37	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
38	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
39	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	IMPACT RAIL CONNECTOR	PER ENGINEER	6
2	FIBERGLASS GUT STRAIN HSA-27, 30K MN.	PER ENGINEER	1 PER ROD
3	FIBERGLASS D.E. ARM W/4 EYELETS	PER ENGINEER	6
4	DEADEND HSA-10-15 TYPE	PER ENGINEER	3
5	ROD 5/8" x LENGTH REQ'D	08 401015-0215	6
6	WASHER SPRING FOR 5/8" ROD	08 401015-0215	18
7	WASHER SPRING FOR 5/8" ROD	08 401015-0215	18
8	FIBERGLASS 2PH. C.O. & ARR. BKT.	08 401015-0215	18
9	LAG SCREW 3/4 x 1 1/2, FETTERDRIVE & POINT	08 401015-0215	3
10	SHAWLIE ANCHOR 9/16"	08 401015-0215	3
11	D.E. STRAIN CLAMP, CONDUCTOR	08 401015-0215	3
12	GUT GRIP	08 401015-0215	3
13	GUT STRAND	08 401015-0215	3
14	ANCHOR ROD 7" x 1"	08 401015-0215	3
15	ANCHOR ROD 7" x 1"	08 401015-0215	3
16	ANCHOR, SINGLE OR DOUBLE HELIX	08 401015-0215	3
17	GUT GUARD, PLASTIC 8" YELLOW	08 401015-0215	3
18	D.E. STRAIN CLAMP, NEUTRAL	08 401015-0215	3
19	GUT HOOK, CONCENTRATION TYPE	08 401015-0215	3
20	PARALLEL CLAMP	08 401015-0215	3
21	PARALLEL CLAMP	08 401015-0215	3
22	PVC CABLE GUARD	08 401015-0215	3
23	MOULDING, WOOD	08 401015-0215	3
24	SCREW, LAG NEOPRENE WASHERHEAD	08 401015-0215	3
25	GALV. STAPLES, OVER WOOD MOLDING	08 401015-0215	3
26	#4 S.D. COPPERWELD	08 401015-0215	3
27	GROUND ROD 5/8" x 6", COPPERWELDED	08 401015-0215	3
28	GUT HOOK	08 401015-0215	3
29	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
30	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
31	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
32	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
33	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
34	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
35	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
36	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
37	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
38	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3
39	WASHER, SPRING FOR 7/8" BOLT	08 401015-0215	3

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D.
1	BORE SPACER		

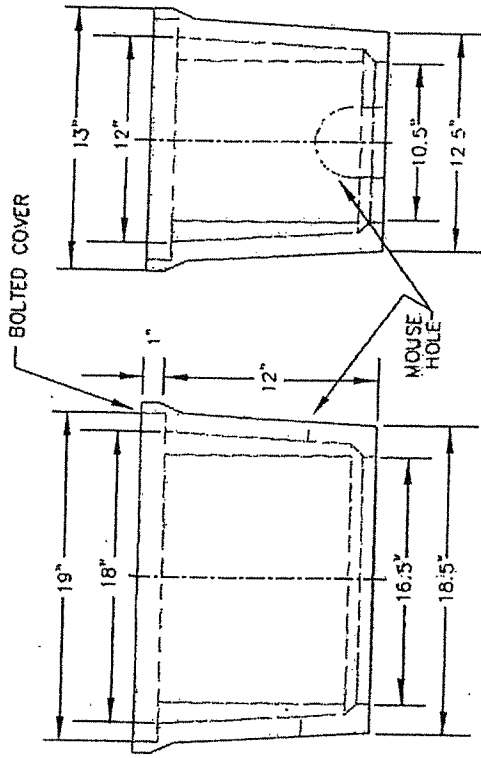


SECTION A - A

<div> <div>HECK</div> <div>RUTISH</div> <div>Engineering</div> </div>		<div> <div>CLEVELAND PUBLIC POWER</div> <div>BORE SPACER</div> </div>	
<div> <div>1</div> <div>BORE SPACER</div> <div>5'-0" x 15'-0"</div> <div>1/2" x 1/2" x 1/2"</div> <div>1/2" x 1/2" x 1/2"</div> </div>		<div> <div>07141</div> </div>	

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ. D.
1	BOX W/MOUSEHOLES & COVER or	ELECTRI-MOLD EPC 1218-12	1
1a	BOX W/MOUSEHOLES	QUAZITE PC11188B12	1
2a	COVER	QUAZITE PC1118CA00	1

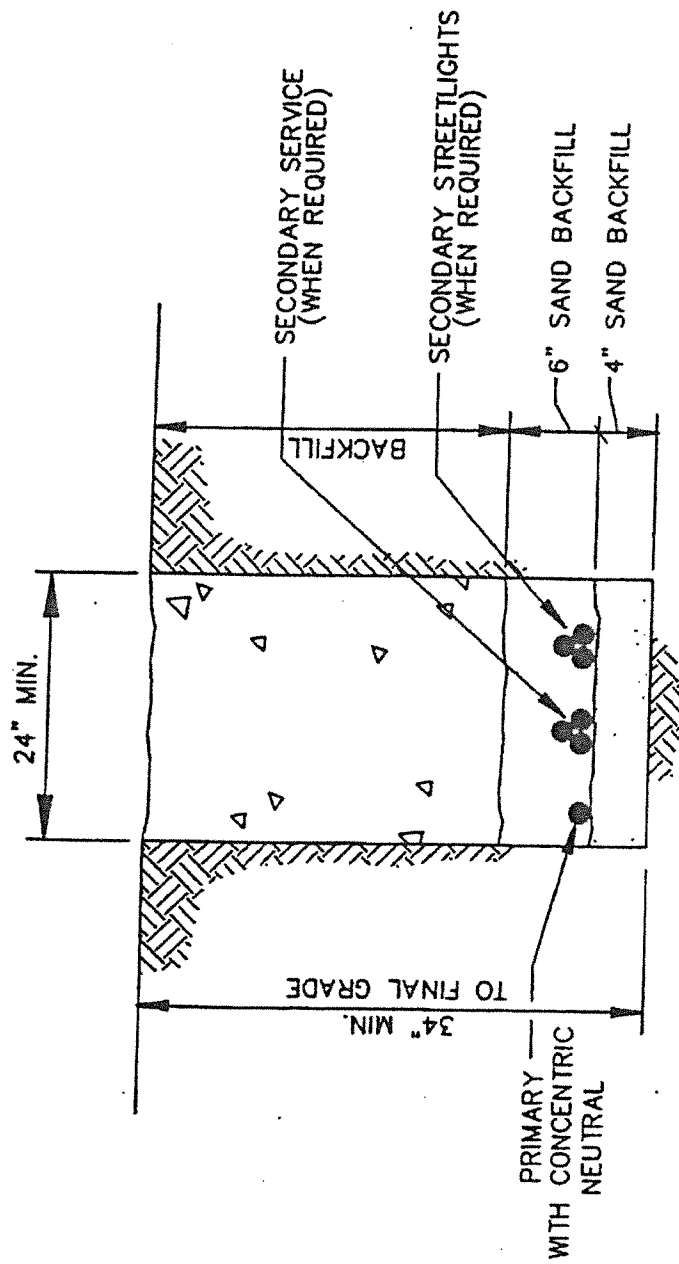


UTILITY BOX

10-22

BECK
KUTTER
INCORPORATED

CLEVELAND PUBLIC POWER									
UTILITY BOX									
ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	DATE	BY	CHK	8737.1
1	1/2" X 12" X 12" QUAZITE MC	1	EA						
2	1/2" X 12" X 12" QUAZITE MC	1	EA						
3	1/2" X 12" X 12" QUAZITE MC	1	EA						
4	1/2" X 12" X 12" QUAZITE MC	1	EA						
5	1/2" X 12" X 12" QUAZITE MC	1	EA						
6	1/2" X 12" X 12" QUAZITE MC	1	EA						
7	1/2" X 12" X 12" QUAZITE MC	1	EA						
8	1/2" X 12" X 12" QUAZITE MC	1	EA						
9	1/2" X 12" X 12" QUAZITE MC	1	EA						
10	1/2" X 12" X 12" QUAZITE MC	1	EA						
11	1/2" X 12" X 12" QUAZITE MC	1	EA						
12	1/2" X 12" X 12" QUAZITE MC	1	EA						
13	1/2" X 12" X 12" QUAZITE MC	1	EA						
14	1/2" X 12" X 12" QUAZITE MC	1	EA						
15	1/2" X 12" X 12" QUAZITE MC	1	EA						
16	1/2" X 12" X 12" QUAZITE MC	1	EA						
17	1/2" X 12" X 12" QUAZITE MC	1	EA						
18	1/2" X 12" X 12" QUAZITE MC	1	EA						
19	1/2" X 12" X 12" QUAZITE MC	1	EA						
20	1/2" X 12" X 12" QUAZITE MC	1	EA						
21	1/2" X 12" X 12" QUAZITE MC	1	EA						
22	1/2" X 12" X 12" QUAZITE MC	1	EA						
23	1/2" X 12" X 12" QUAZITE MC	1	EA						
24	1/2" X 12" X 12" QUAZITE MC	1	EA						
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41	1/2" X 12" X 12" QUAZITE MC	1	EA						
42	1/2" X 12" X 12" QUAZITE MC	1	EA						
43	1/2" X 12" X 12" QUAZITE MC	1	EA						
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93	1/2" X 12" X 12" QUAZITE MC	1	EA						
94	1/2" X 12" X 12" QUAZITE MC	1	EA						
95	1/2" X 12" X 12" QUAZITE MC	1	EA						
96	1/2" X 12" X 12" QUAZITE MC	1	EA						
97	1/2" X 12" X 12" QUAZITE MC	1	EA						
98	1/2" X 12" X 12" QUAZITE MC	1	EA						
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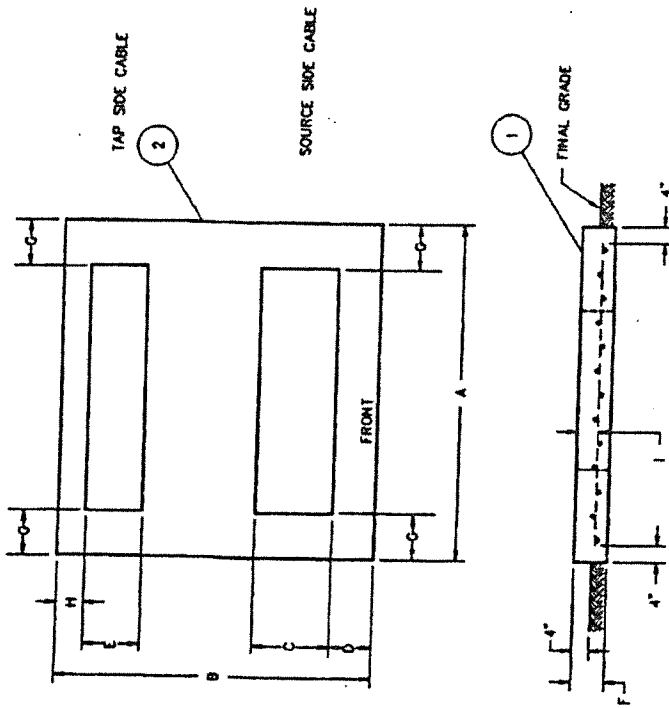


TRENCH DETAIL

		CLEVELAND PUBLIC POWER	
		UTILITY TRENCH DETAIL	
DATE: 11/11/11	DRAWN BY: J. J. J.	CHECKED BY: J. J. J.	PROJECT NO: 8746 0

BILL OF MATERIALS

ITEM NO.	ITEM	STOCK NO.	NO. REQ'D
1	# 3 REBAR		AS REQ'D.
2	3500 PSI CONCRETE		AS REQ'D.

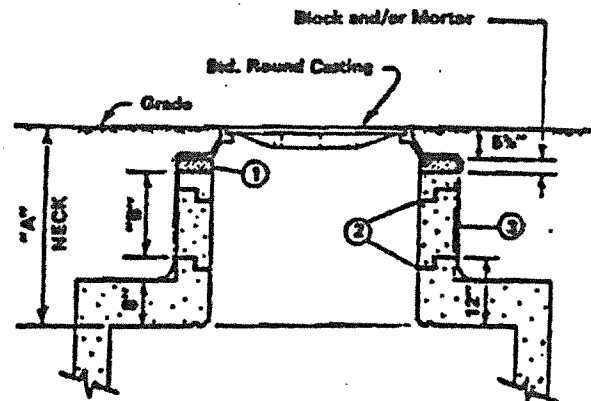


NOTE: DIMENSIONS TO BE VERIFIED PER TYPE AND MANUFACTURE OF SWITCH FOR ACCURACY.
 REINFORCED CONCRETE PAD WITH A COMPRESSION STRENGTH OF 3500 PSI AT 28 DAYS ON TEST.

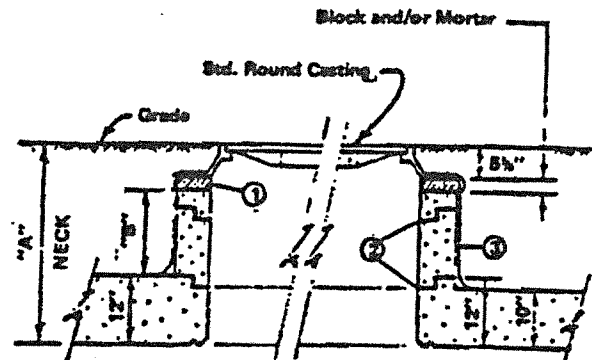
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	JJ	JK	JL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ	KK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP	XQ	XR	XS	XT	XU	XV	XW	XX	XY	XZ	YA	YB	YC	YD	YE	YF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ
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BOX	ROUTING	CONCRETE SWITCH PAD	8758 D
CLEVELAND PUBLIC POWER			

"A" NECK	BLOCK AND/OR MORTAR	"B" NECK RING HEIGHT	PREFERRED RING COMBINATION
2'-5"	2X"	9"	1- 3" CAP
2'-6"	3X"		1- 6" NECK
2'-7"	1X"	12"	1- 3" CAP
2'-8"	2X"		1- 9" NECK
2'-9"	3X"		
2'-10"	1X"	15"	1- 3" CAP
2'-11"	2X"		1-12" NECK
3'-0"	3X"		
3'-1"	1X"	18"	1- 3" CAP
3'-2"	2X"		1- 6" NECK
3'-3"	3X"		1- 9" NECK
3'-4"	1X"	21"	1- 3" CAP
3'-5"	2X"		2- 9" NECK
3'-6"	3X"		
3'-7"	1X"	24"	1- 3" CAP
3'-8"	2X"		1- 9" NECK
3'-9"	3X"		1-12" NECK
3'-10"	1X"	27"	1- 3" CAP
3'-11"	2X"		2-12" NECK
4'-0"	3X"		
4'-1"	1X"	30"	1- 3" CAP
4'-2"	2X"		3- 9" NECK
4'-3"	3X"		
4'-4"	1X"	33"	1- 3" CAP
4'-5"	2X"		2- 9" NECK
4'-6"	3X"		1-12" NECK
4'-7"	1X"	36"	1- 3" CAP
4'-8"	2X"		1- 9" NECK
4'-9"	3X"		2-12" NECK
4'-10"	1X"	39"	1- 3" CAP
4'-11"	2X"		3-12" NECK
5'-0"	3X"		



PRECAST CONCRETE MANHOLE DETAIL



PRECAST CONCRETE ROOF SLAB DETAIL

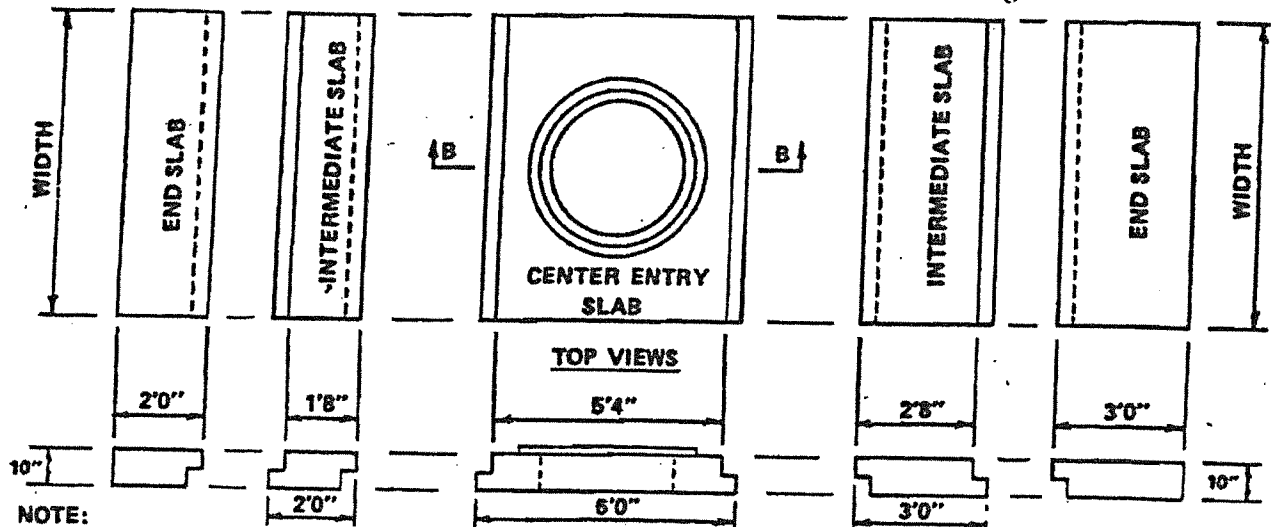
NOTES:

- 1 Bricks or blocks to be flush with inside face of neck rings.
- 2 Place sealant in all neck ring joints before assembly.
- 3 Apply 1/2" thick layer of waterproof mortar to outside surface of neck. Waterproofing additive to be added to mortar per manufacturer's recommendation.

NECK RING SCHEDULE		
DRAWN BY: T. Jackson	SCALE	DRAWING NUMBER
CHECKED BY: --	DATE 2-8-95	19-1

NECK RING DETAILS			DRAWING NUMBER 19-2
DRAWN BY: T. Jackson	SCALE		
CHECKED BY:	DATE 2-8-95		

7' TO 10' WIDE x 10" THICK ROOF SLABS



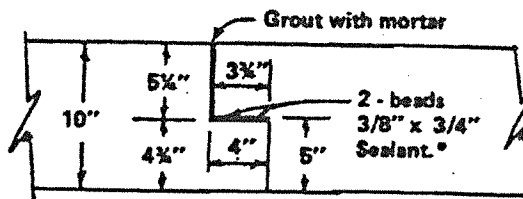
NOTE:

Each slab has 4 - lifting irons.

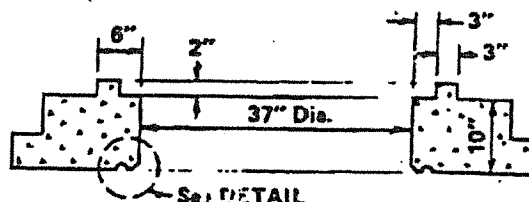
NORWALK CATALOG NO.	WEIGHT	C.E.I. CO. STOCK CODE NO.
7-6-10-C	4100 N	765-7109
7-1-10-I	1470 N	765-7117
7-1-10-E	1610 N	765-7126
7-2-10-I	2345 N	765-7133
7-2-10-E	2485 N	765-7141
8-6-10-C	4810 N	765-7208
8-1-10-I	1680 N	765-7216
8-1-10-E	1840 N	765-7224
8-2-10-I	2680 N	765-7232
8-2-10-E	2840 N	765-7240
9-6-10-C	5520 N	765-730X
9-1-10-I	1890 N	765-731X
9-1-10-E	2070 N	765-732X
9-2-10-I	3015 N	765-733X
9-2-10-E	3195 N	765-734X
10-6-10-C	6230 N	765-7372
10-1-10-I	2100 N	765-7380
10-1-10-E	2300 N	765-7398
10-2-10-I	3350 N	765-7406
10-2-10-E	3550 N	765-7414

SIDE VIEWS

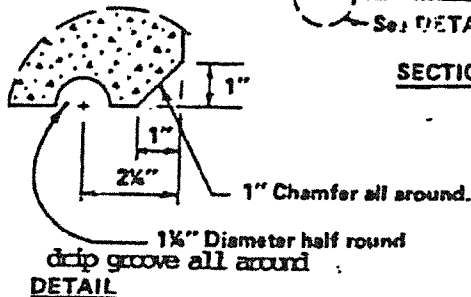
* Sealant - Stock Code No. 765-7950



JOINT DETAIL (TYPICAL)



SECTION B - B



DETAIL

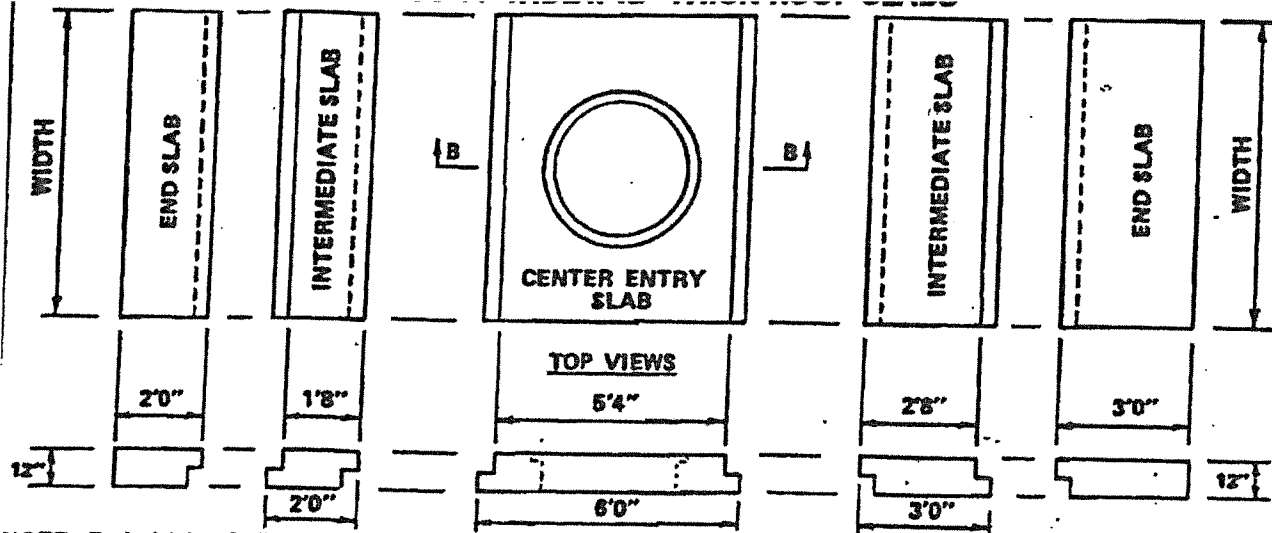
KEY TO NORWALK CATALOG NUMBERS

WIDTH - LENGTH - THICKNESS - POSITION

7 - 7'	6 - 5' - 4"	10 - 10"	C = Center Entry
8 - 8'	1 - 1' - 8"	10 - 10"	I = Intermediate
9 - 9'	2 - 2' - 8"	10 - 10"	E = End
10 - 10'	1 - 2' - 0"	10 - 10"	
	2 - 3' - 0"	10 - 10"	

PRECAST ROOF SLABS (7' to 10' WIDE)

DRAWN BY: T. Jackson	SCALE	DRAWING NUMBER
CHECKED BY: —	DATE 2-8-95	19-3

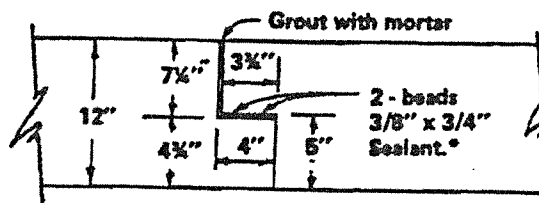


NOTE: Each slab has 4 - lifting irons.

NORWALK CATALOG NO.	WEIGHT	C.E.I. CO. STOCK CODE NO.
11-6-12-C	8350 N	765-744X
11-1-12-I	2750 N	765-745X
11-1-12-E	3025 N	765-748X
11-2-12-I	4400 N	765-747X
11-2-12-E	4675 N	765-748X
12-6-12-C	9200 N	765-7513
12-1-12-I	3000 N	765-7521
12-1-12-E	3300 N	765-7539
12-2-12-I	4800 N	765-7547
12-2-12-E	5100 N	765-7554
13-6-12-C	10050 N	765-758X
13-1-12-I	3250 N	765-759X
13-1-12-E	3575 N	765-760X
13-2-12-I	5200 N	765-761X
13-2-12-E	5525 N	765-762X
14-6-12-C	10900 N	765-7653
14-1-12-I	3500 N	765-7661
14-1-12-E	3850 N	765-7679
14-2-12-I	5600 N	765-7687
14-2-12-E	5950 N	765-7695

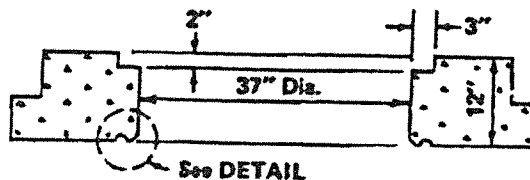
SIDE VIEWS

* Sealant -
Stock Code
No. 765-7950

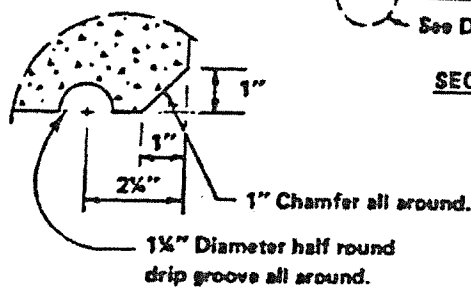


JOINT DETAIL (TYPICAL)

N.T.S.



SECTION B - B



DETAIL

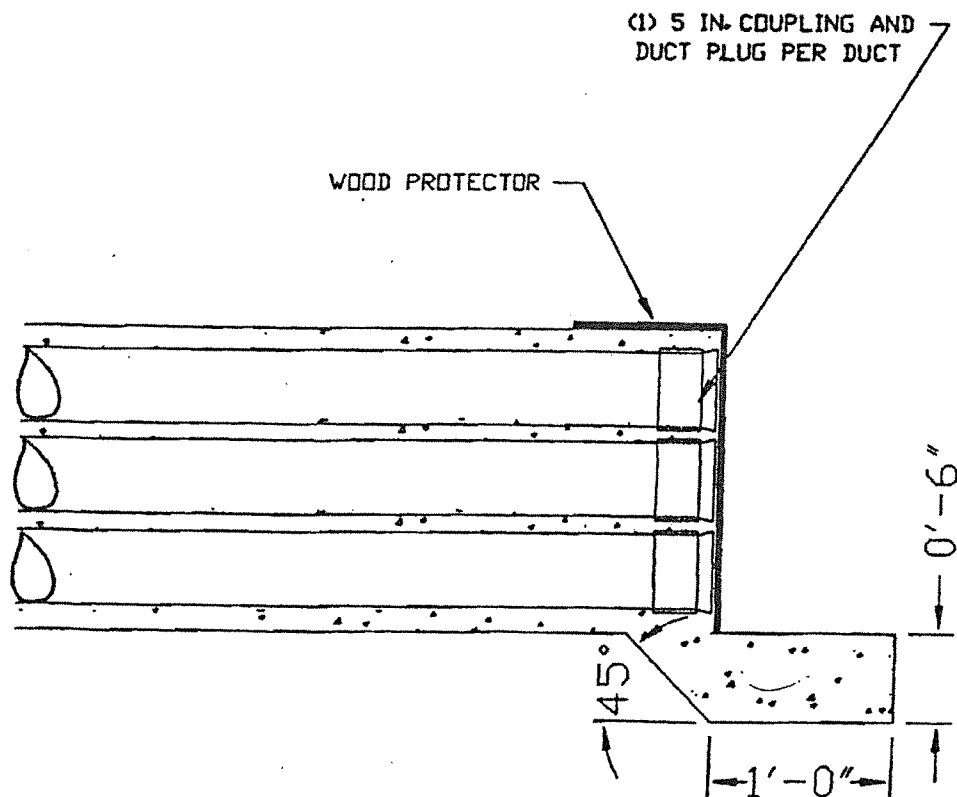
KEY TO NORWALK CATALOG NUMBERS

WIDTH - LENGTH - THICKNESS - POSITION

11 - 11'	6 - 5'-4"	12 - 12"	C - Center Entry
12 - 12'	1 - 1'-8"	12 - 12"	I - Intermediate
13 - 13'	2 - 2'-8"	12 - 12"	
14 - 14'	1 - 2'-0"	12 - 12"	E - End
	2 - 3'-0"		

PRECAST ROOF SLABS (11' TO 14' WIDE)

DRAWN BY: T. Jackson	SCALE	DRAWING NUMBER
CHECKED BY:	DATE 2-8-95	19-4



DETAIL FOR STUBBING 6-5" DUCTS
(2-WIDE X 3-HIGH)



CLEVELAND PUBLIC POWER
ENGINEERING DEPARTMENT

DETAIL FOR STUBBING 6-5 INCH DUCTS

DRAWN BY: J. JACKSON

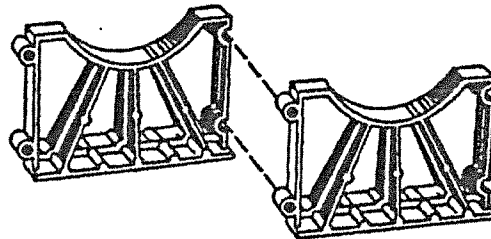
SCALE
1/4"=1' FT

CHKD BY: M. JONES

DATE
10NOV94

19-5

Base Spacer



To provide a rigid, firm foundation for the duct installation and maintain the desired gradient before grout is poured, base spacers are furnished with a 3-inch base.

Placing the Grout Envelope

Whenever possible grout should be machine mixed. Grout mixed too wet or sloppy has more of a tendency to lift and float the fibre structure. Even with grout of the proper mass consistency, to insure flowing of grout between and under the individual fibre conduits, liberal and continuous puddling is necessary. While the built-up method offers speed as an inducement for its use, voids and air pockets can be formed through careless puddling of the grout envelope.

NOTE: Exercise care when puddling or using an automatic tamper to prevent abrasion of fibre tube.

TYPICAL BASE SPACER OR EQUIVALENT

DATE	BY	DIVISION OF LIGHT & POWER	CLEVELAND, OHIO
REVISION	DRAWN BY	CHECKED BY	DATE

19-6

APPROVED BY

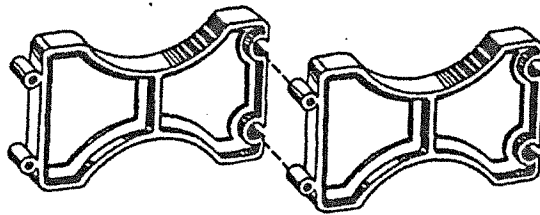
DATE

APPROVED BY

DATE

Two types of spacers, Intermediate and Base, are primarily used for monolithic block types of fibre conduit installations. They are available for 2-inch, 3-inch, 3-1/2-inch, 4-inch, 4-1/2-inch, 5-inch and 6-inch conduit. These spacers are made in a basic one-way design.

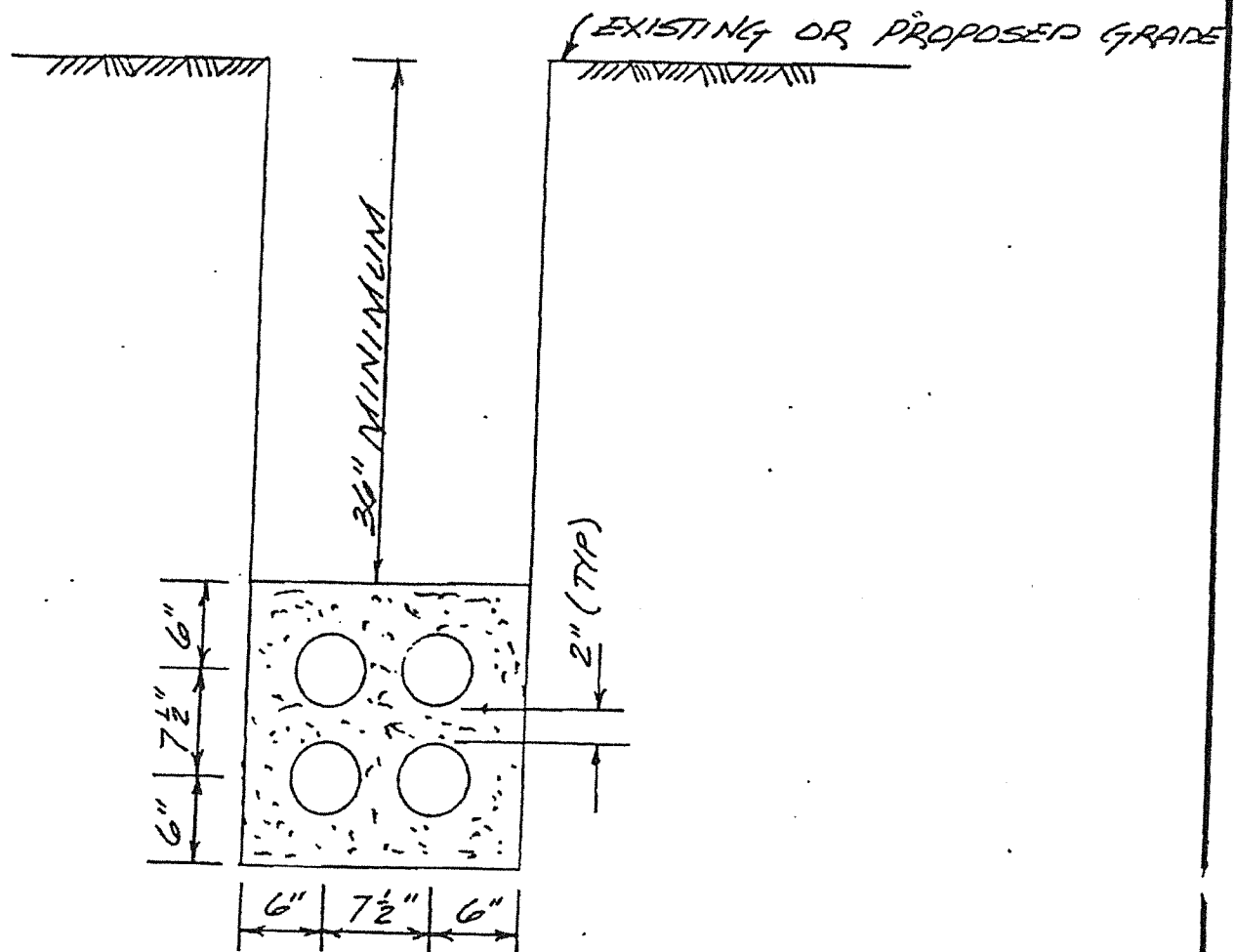
Intermediate Spacer



So that any number of three-way and four-way spacer combinations can be produced, Intermediate spacers have an integral locking device on both ends.

		TYP. INTERMEDIATE SPACER, OR EQUIVALENT		
		DIVISION OF LIGHT & POWER CLEVELAND, OHIO		
DATE	BY	DRAWN BY.	CHECKED BY	DATE
REVISION				
APPROVED BY		DATE	APPROVED BY	

19-7



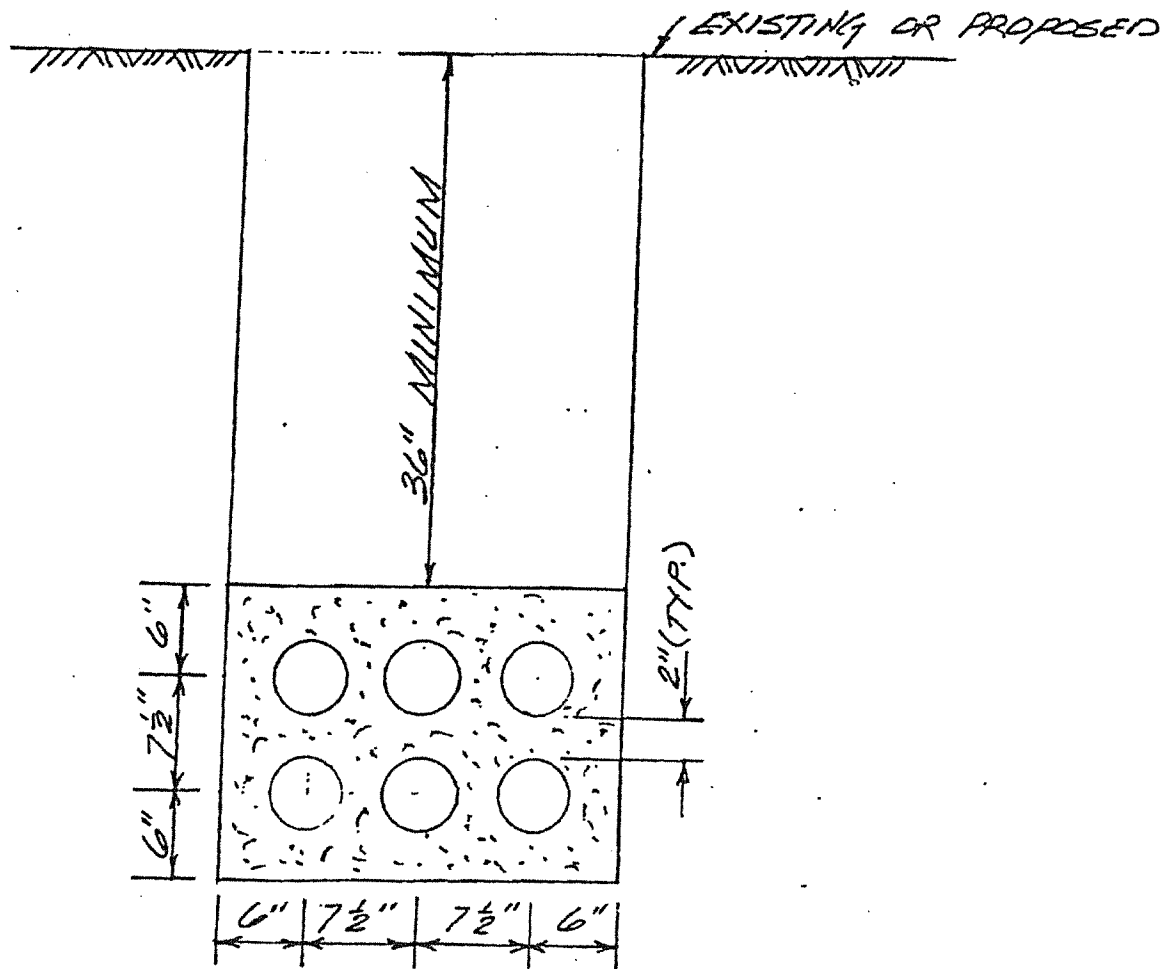
TYPICAL 4-5" P.V.C
ENCASED CONDUITS
(2 WIDE & 2 HIGH)

NOTE: USE 3500 P.S.I. CONCRETE

BASE AND INTERMEDIATE SPACERS
NOT SHOWN

		CONCRETE	
		TYPICAL 4-5" CONDUIT ENCASEMENT	
DATE	BY	DIVISION OF LIGHT & POWER CLEVELAND, OHIO	
REVISION	DRAWN BY	CHECKED BY	DATE
APPROVED BY		APPROVED BY	
DATE		DATE	

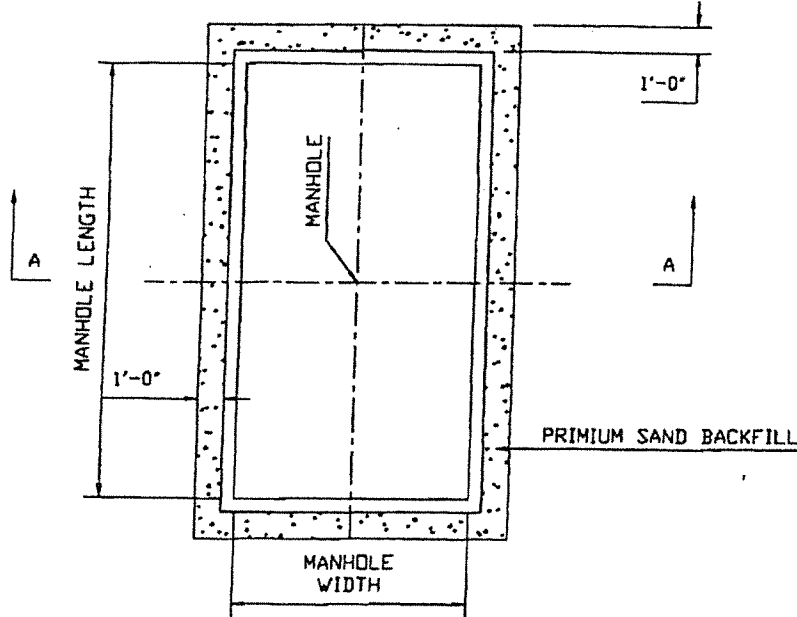
19-8



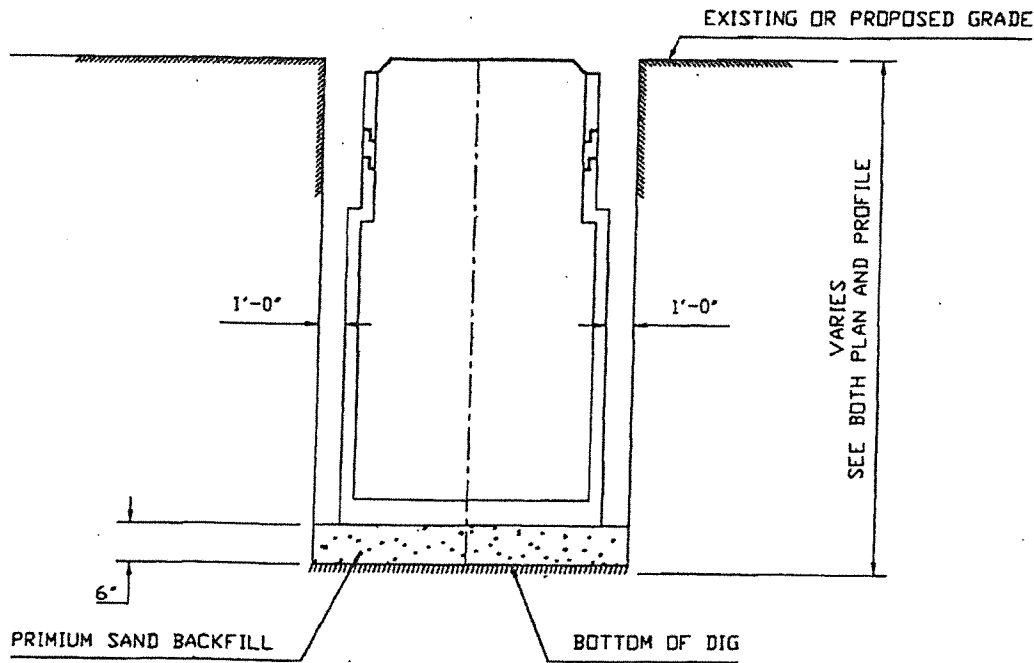
TYPICAL 6-5" P.V.C.
ENCASED CONDUITS
(3 WIDE X 2 HIGH)

NOTE: USE 3500 P.S.I. CONCRETE
BASE AND INTERMEDIATE SPACERS
NOT SHOWN.

		TYPICAL 6-5" CONDUIT ENCASEMENT	
DATE	BY	DIVISION OF LIGHT & POWER	CLEVELAND, OHIO
REVISION	DRAWN BY	CHECKED BY	DATE
			19-9



PLAN VIEW OF TYPICAL MANHOLE AND EXCAVATION

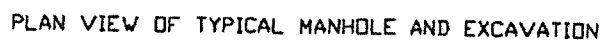


SECTION A - A

- NOTES: 1) THE SAND MATERIAL MUST BE PREMIUM BACKFILL. FREE OF SILT, CLAY, LOAM, FRIABLE OR SOLUBLE MATERIALS AND ORGANIC MATERIAL.
- 2) COMPACT TRENCH BY MECHANICAL MEANS. COMPACT BACKFILL TO 85% MAXIMUM DRY DENSITY AS DETERMINE BY STANDARD PROCTOR TEST (ASTM D698).
- 3) AFTER COMPACTION IS COMPLETED, SAND MAT MUST BE LEVEL BEFORE THE INSTALLATION OF THE PRECAST MANHOLE.

19-10

										C CLEVELAND PUBLIC POWER	
										SAND BACKFILL MANHOLE INSTALLATION DETAIL	
										DATE	7897-A
										4-2-80	
REVISION	DATE	DESCRIPTION	BY	APPROV.	REFERENCE DRAWING	NO.	DATE	REV.	DATE	REV.	



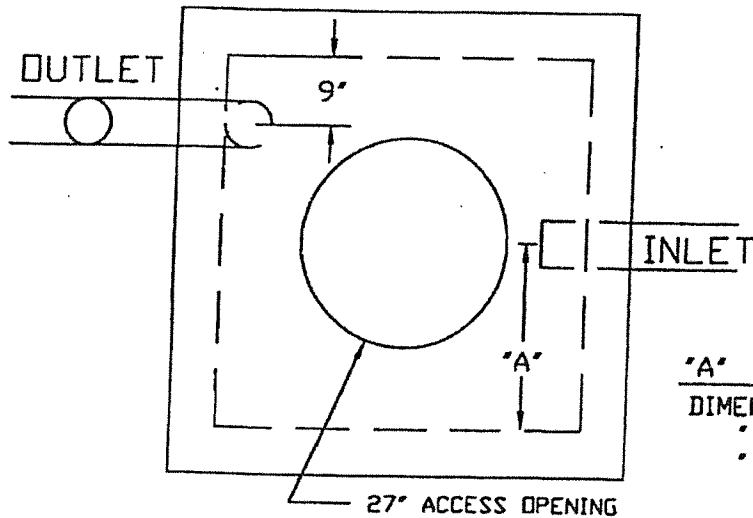
SECTION A - A

FOR MAT, USE 3000 PSI CONCRETE. ADD SUFFICIENT AMOUNT OF WATER, MIX TO BE FLOWABLE AND SELF-LEVELING. MINIMUM 24 HOUR SETTING TIME, OR USE A QUICK SETTING CONCRETE MIXTURE AND VIBRATE THE MIXTURE TO AN APPROPRIATE HARDNESS AND THEN SET THE PRECAST MANHOLE.

19-11

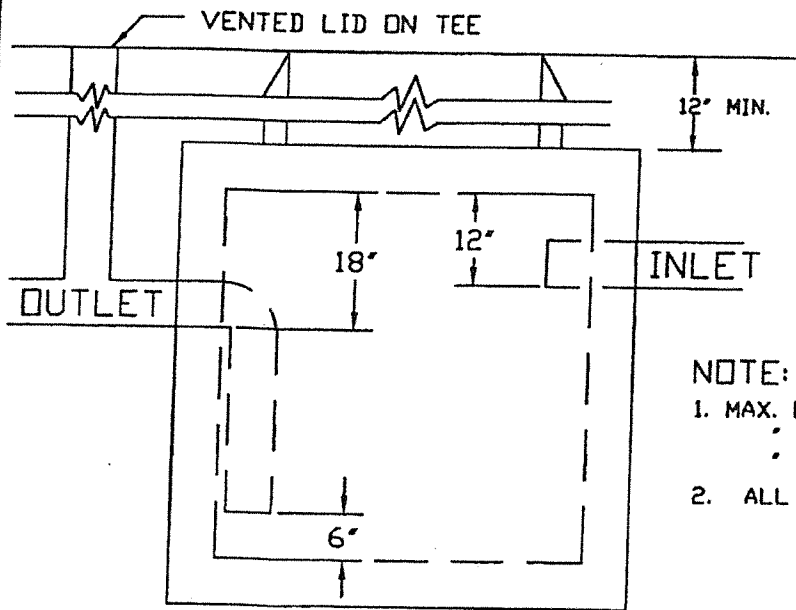
[illegible]

OIL CONTAINMENT MANHOLE SIZES 4'X4'X4', 5'X5'X5' & 6'X6'X6'



"A" DIMENSION

DIMENSION FOR MANHOLE		IS	
4'X4'X4'		IS	24'
5'X5'X5'		IS	30'
6'X6'X6'		IS	36'



NOTE:

1. MAX. OIL FOR MANHOLE 4'X4'X4' IS 359 GAL.
5'X5'X5' IS 747 GAL.
6'X6'X6' IS 1346 GAL.
2. ALL PIPING 6" PVC.

NOTE: DESIGN GUIDELINES FOR "SPILL PREVENTION CONTROL AND COUNTERMEASURE" (SPCC) PLANS AS SPECIFIED BY THE FEDERAL WATER POLLUTION CONTROL ACT., i.e. OIL CONTAINMENT SYSTEMS.

1. SPCC PLANS ARE REQUIRED IF A FACILITY IS A NON-EXEMPT FACILITY. NO PLANS ARE REQUIRED IF A FACILITY IS EXEMPT, REGARDLESS OF WHETHER CONTAINMENT IS PRESENT OR TO BE INSTALLED.
2. EXEMPT FACILITY STATUS IS DETERMINED BY MEETING THE FOLLOWING REQUIREMENTS:
 - A. FACILITY BURIED STORAGE CAPACITY 42,000 GALLONS OR LESS OF OIL AND ABOVE GROUND STORAGE CAPACITY 1,320 GALLONS OR LESS WITH NO SINGLE CONTAINER IN EXCESS OF 660 GALLONS.
 - B. IT WOULD NOT BE REASONABLE TO EXPECT THAT THE FACILITIES WOULD DISCHARGE HARMFUL QUANTITIES OF OIL INTO OR ONTO NAVIGABLE WATERS BASED SOLELY ON GEOGRAPHICAL ASPECTS AND REGARDLESS OF INSTALLED MANMADE CONTAINMENT.
 - C. HARMFUL QUANTITIES OF OIL IS DEFINED AS A VIOLATION OF APPLICABLE WATER QUALITY STANDARDS (15 PPM OIL); OR A VISIBLE SHEEN ON TOP OF THE WATER SURFACE OR A SLUDGE EMULSION BELOW THE WATER SURFACE.

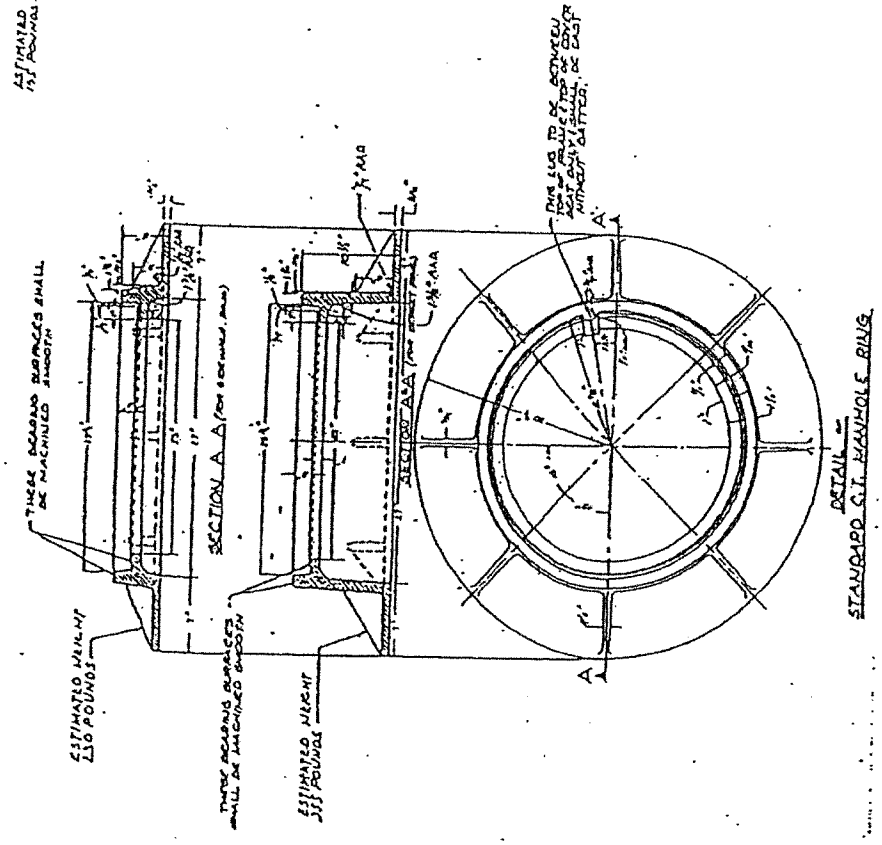
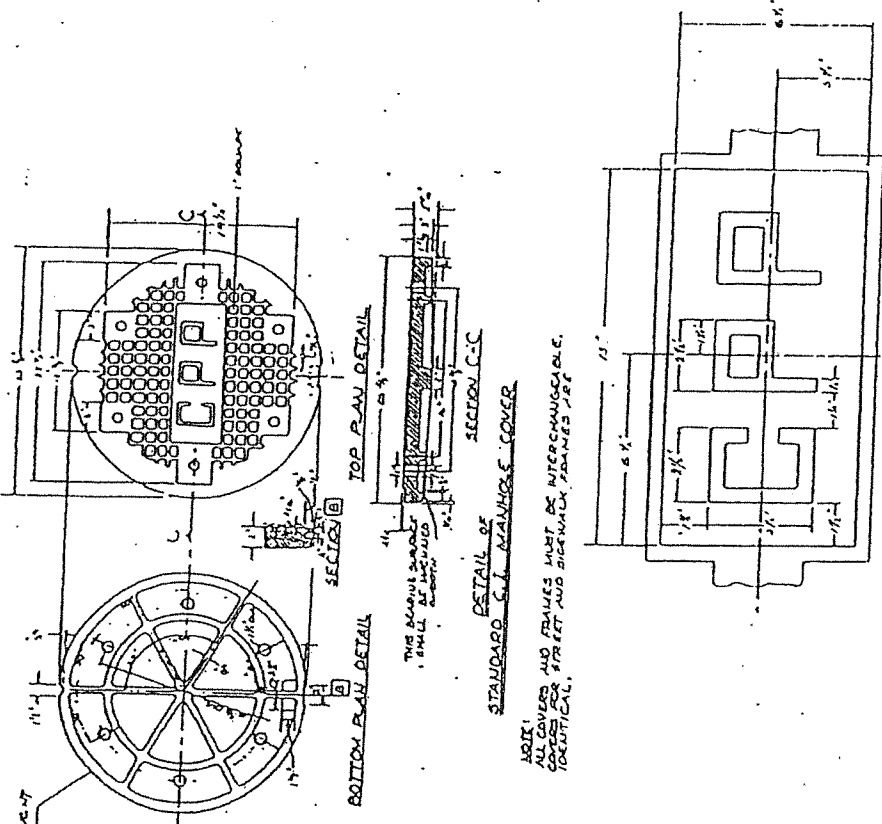
ACAD/STAND/19-2A

C CLEVELAND PUBLIC POWER
ENGINEERING DEPARTMENT

Oil Containment Manholes

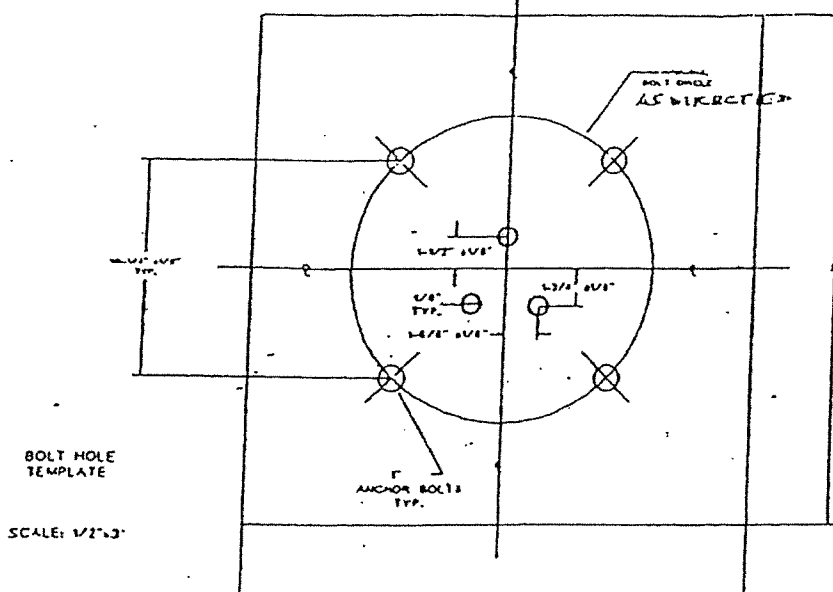
DATE	NTS	DRAWING NUMBER
8/10/98	1/19/96	19-12
APPROVED	R. O'NEILL	

1	8/10/98	ADDED DESIGN GUIDELINES	RON	RON
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Scale 1/4" = 1"

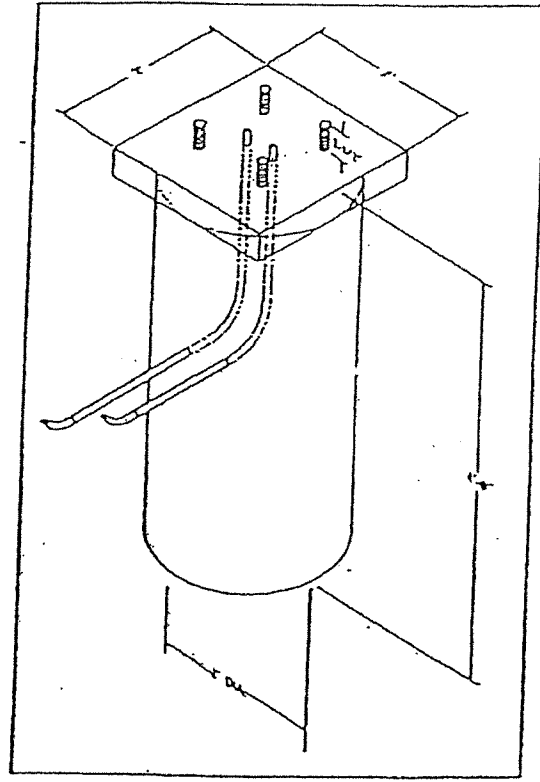
DIVISION OF LIGHT & POWER		CITY OF CLEVELAND	
STANDARD CAST IRON		MANHOLE RING & COVER	
DATE	FILE	BY	NO.
1911	11-22	W.E.	2371-A



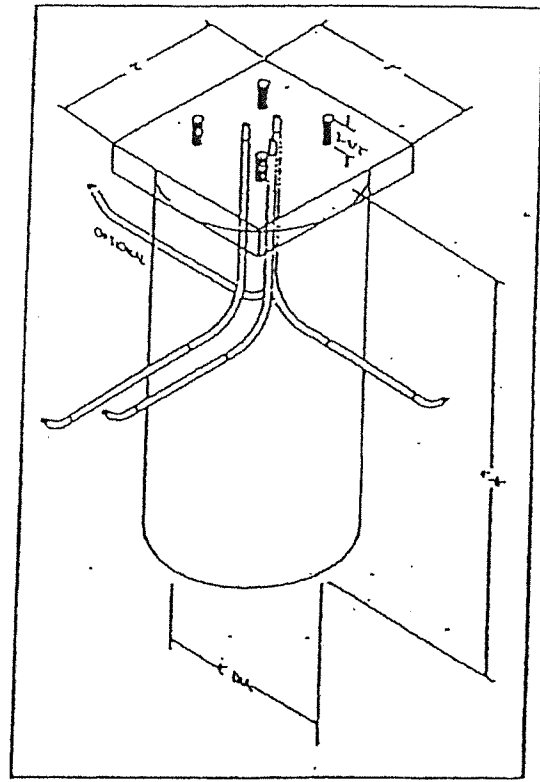
BOLT HOLE
TEMPLATE

SCALE: 1/2"=1'-0"

* DUCT DETAIL SHALL BE 1EA 2"Ø DUCT IN CENTER
OF FOUNDATION




FRONT

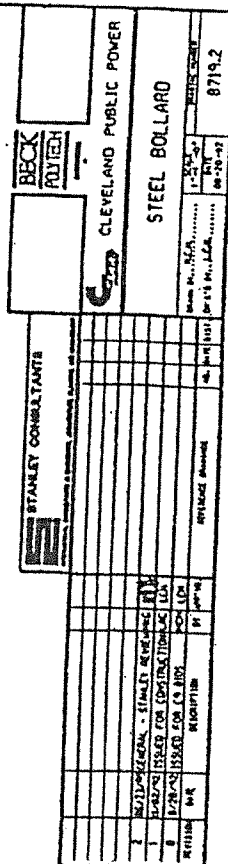


BACK

SCALE: 1/2"=1'-0"

* REVISED 9/22/02

 CLEVELAND PUBLIC POWER ENGINEERING DEPARTMENT		
STREETLIGHTING POLE FOUNDATION DETAILS		
DRAWN BY: <u>K. ALBERT</u>	CHECKED BY: <u>PK</u>	DRAWING NUMBER: SCU-24-0



RECEIVED
PROGRAM MANAGEMENT

OCT 01 2002

CLEVELAND PUBLIC POWER

3/4" X 3 1/2"
Plywood
or 1 x 4, 14'
long

2 x 4, 30' long

15' Dia.
Bolt
Circle

1 5/16" Dia.
hole for
anchor
bolts

10 5/8" Bolt Square

3/4" X 3 1/2"
Plywood
or 1 x 4, 14'
long

25' Dia. curve
for centering
on Sonotube
form, typ.

7'



CLEVELAND PUBLIC POWER
ENGINEERING DEPARTMENT

FIBERGLASS POLE BOLT TEMPLATE FOR
15' BOLT CIRCLE, 1 1/4" ANCHOR BOLTS

DRAWN BY: D. TURKOVICH

SCALE
3" = 1'

DATE
10/11/02

DRAWING NUMBER
DT-10-02

Exhibit C
City of Cleveland
Curb Ramp Standards (Handicap)

Index

Special Provisions	Last Rev 3/15/2007 (3 pages)
File CR-1, Curb Ramp Type 1 to Type 11	Dated 4/14/2008(6 Pages - Sheets 1/6-6/6)
File CD-1 Curb Details	Dated 4/14/2008 (3 pages - Sheets 1/3-3/3)
File CB-1 Catch Basin	Dated 7/08/2008 (1 page)
Handicap Ramp Polyseal Tint System 9French Gray	<i>not dated</i> (2 pages)

Special Provisions – Curb Ramps

1. The location of work shall be determined and marked by the Engineer.
2. All material and workmanship shall be in accordance with Ohio Department of Transportation, Construction and Material Specifications, Latest Edition unless modified by City of Cleveland standard "D" specifications including all supplements thereto. The ODOT, Construction and Materials Specifications shall govern all construction items that are a part of this plan except when such specifications are modified by the General Notes, Construction Details or City of Cleveland specifications set forth herein.
3. The Contractor shall be responsible for Curb Ramp and sidewalk layout. Contractor shall be responsible for having the finished work conform to the lines, grades, elevations and dimensions to meet ADA Requirements. Any inspection or checking of the Contractor's layout by the Owner and the acceptance of all or any part of it shall not relieve the Contractor of its responsibility to secure proper dimensions, grades and elevations of the several parts of the work. The Contractor shall use competent personnel and suitable equipment for the layout work required.
4. **Truncated Domes For Ramps:** All curb ramps shall have Distinctively-Textured walking surfaces, detectable by cane, to warn pedestrians with visual impairments of an impending hazard on the circulation route ahead. The detectable warnings shall consist of truncated domes with a diameter of nominal 0.9 IN. (23 MM), a height of nominal 0.2 IN. (60 MM). The detectable warnings shall be 24 IN. (610 MM) in the direction of travel and extend the full width of the curb ramp or flush surface, except the flare surface. The location of the detectable warning shall be located so that the edge nearest the curb line or other potential hazard is 6 to 8 Inches (150 to 205 MM) from the curb line or other potential hazard.

Stamped truncated domes shall be tinted in a contrasting color to be approved by the engineer, ~~using a single coat tinted curing and sealing compound.~~ Said material shall be Polyseal, as manufactured by Chemmasters or approved equal at a coverage rate of 300-400 Sq. Ft./Gallon.

Truncated dome tiles tinted red as manufactured by Engineered Plastics Inc., Truncated Dome Tactile Systems as manufactured by ADA Solutions, Inc. shall be installed as directed by the Engineer.

Cost of stamping and tinting the truncated domes to the curb ramps is incidental to the curb ramp layout pay item; no additional cost will be paid.

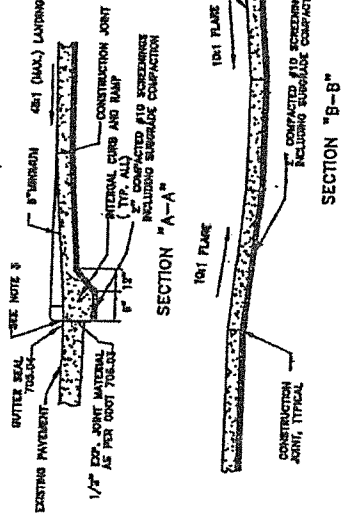
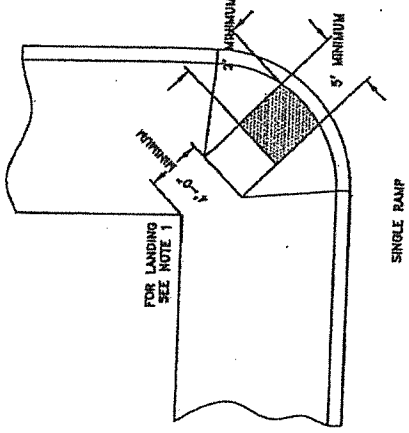
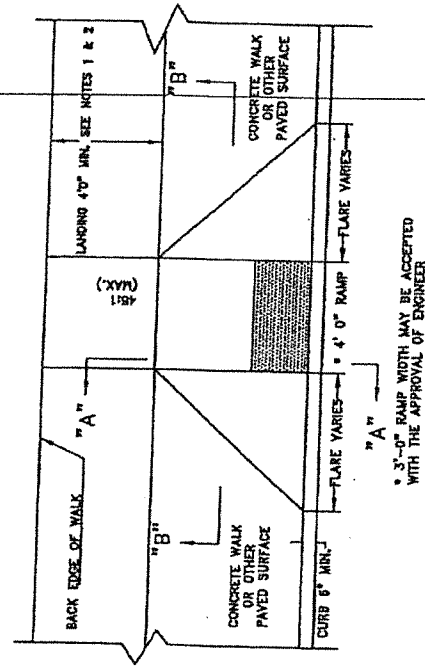
Cost of installing truncated dome tiles is incidental to the curb ramp layout with tiles layout pay item; no additional cost will be paid.

Special Provisions – Curb Ramps (Cont.)

5. The attached drawings for the different types of ADA compliant curb ramps are for the most prevalent situations. However, under circumstances that are not detailed in the drawings, it is the contractor's responsibility to layout the curb ramp to meet ADA Requirements.
 6. Dimensions are based on a 6-inch curb height, and shall be proportionally adjusted for other curb heights.
 7. The thickness of concrete in the Curb Ramp, including flared sides and rolled edges, shall be in the plans or as directed by the Engineer.
 8. Ramps specified at 8-inch thickness shall be 8-inch thick everywhere in the ramp including the flared areas.
 9. A 3-foot minimum width ramp may be used when existing space prohibits the construction of a 4-foot wide ramp with the approval of the engineer.
 10. The ramp slope shall not exceed 12:1 at any Curb Ramp location where pedestrian traffic must travel along or across the Curb Ramp.
 11. Cross-slope of Curb Ramps and sidewalks shall not exceed 48:1.
 12. Transitional sections of sidewalk, that do not meet current standards and specifications, shall be installed to connect the new or replaced Curb Ramps. These transitions segments of sidewalk shall provide a smooth transition between the existing and new concrete.
 13. All existing manhole covers, valve boxes, gratings, etc., that are located within the pedestrian right-of-way, shall be flush mounted with the walking surface. Existing obstructions shall not have more than $\pm 1/4$ inch difference in elevation than the surrounding surface.
-
14. The location of Curb Ramps in new construction shall take precedence over the location of drainage structures, guardrails and traffic, utility or light poles.
 15. The bottom edge of the Curb Ramp shall be flush with the edge of the adjacent pavement and gutter line.
 16. Curb Ramps shall be aligned with the sidewalk and the crosswalk where possible. If alignment is not possible the Contractor is to notify the Engineer prior to proceeding with construction activities at this location.
 17. Crosswalk markings placed in conjunction with Curb Ramp Type "2,3,6,8" shall be located such that, at a minimum, the Curb Ramp, exclusive of the flared sides or rolled edges, shall be completely contained within the crosswalk.

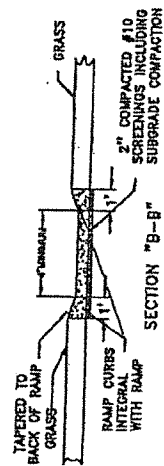
Special Provisions – Curb Ramps (Cont.)

18. Crosswalk markings placed in conjunction with Curb Ramp Type "1,4,5,7,9,10,11 (Diagonal Ramps)" shall be located at least 2-feet beyond the outside of the flared sides.
19. The rolled edges shall be constructed so that they are parallel to the direction of pedestrian traffic.
20. Rolled edges shall only be used adjacent to tree lawns, utility strips and large obstructions such as signal controllers.
21. The normal gutter flow line shall be maintained throughout the Curb Ramp area, and appropriate drainage structures shall be used, as needed, to intercept the flow of water prior to the Curb ramp area. Positive drainage shall also be provided to carry water away from the intersection of the Curb Ramp and gutter line.
22. Surface texture of Curb Ramps shall be coarse-broomed or other approved method transverse to ramp slope (minimum 1/8 inch – maximum 3/16 inch deep). Beyond the TRUNCATED DOMES part of the ramp.
23. Curb poured separately from the ramp shall be separated from the ramp by ½ inch pre-molded expansion joint.
24. When less than 3-feet of a curb section remains after the curb cut is located, it shall also be removed and replaced. New curb shall be constructed in a minimum of 3-foot sections and a maximum of 5-foot sections, or as directed by the Engineer.
25. Fill for sidewalk and Curb Ramps, if required, shall be sand and gravel sub-base compacted in layers not exceeding 2-inches. Cost for the sub-base shall be incidental to ramp construction.
26. Curb Ramps and surrounding concrete walk shall be constructed of Portland cement concrete, City of Cleveland 650 mix unless directed otherwise by the Engineer.
27. ½ - inch pre-molded expansion material shall be placed whenever new concrete touches existing construction.
28. Forms shall consist of wood or metal and extend for the full depth of the concrete, and of sufficient strength to resist the pressure of the concrete without springing.
29. An approved curing compound shall be properly applied immediately after finishing the concrete.

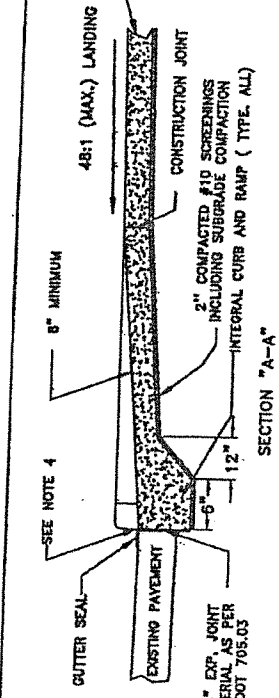
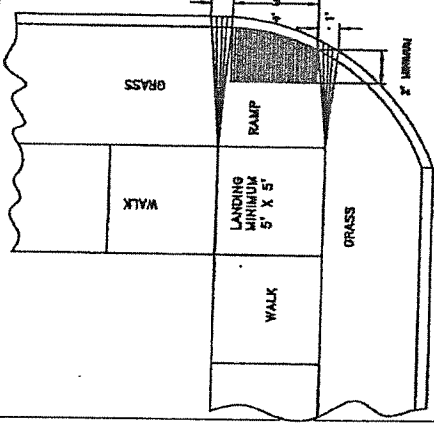


CR 1

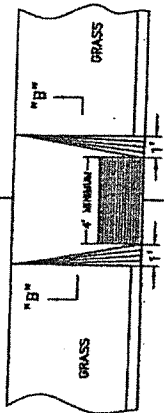
- NOTES:
- 1- MAY BE REDUCED TO 3'-0" IN EXISTING SIDEWALK IF THE LANDING IS CONSTRAINED ALONG THE BACK EDGE.
 - 2- WHERE THE LANDING IS LESS THAN 4'-0", THE RAMP FLARE SHALL BE INCREASED TO 12:1.
 - 3- GUTTER SEAL TEXTURE, 4" WIDE THE BOTTOM EDGE OF THE ADJACENT PAVEMENT AND GUTTER LINE.
 - 4- SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
 - 5- TRUNCATED DOWNS SHALL BE INSTALLED ON ALL RAMPS; HAVING A MINIMUM DISTANCE OF 2' FROM BACK OF CURB BY WIDTH OF RAMP.



SECTION "B-B"



SECTION "A-A"

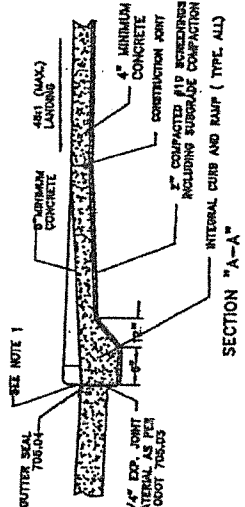
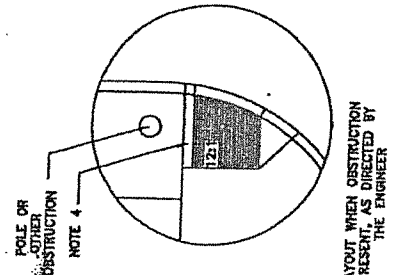
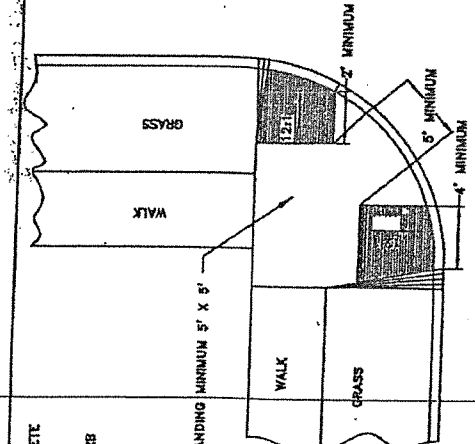
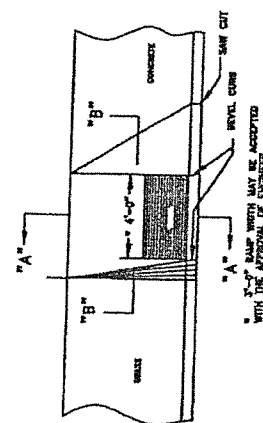
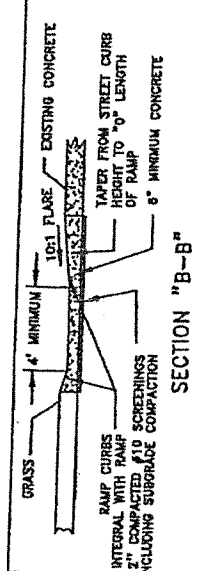


NOTES:

- 1- THE BOTTOM EDGE OF THE CURB RAMP SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT AND GUTTER LINE.
- 2- SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 3- TRUNCATED DOWNS SHALL BE INSTALLED ON ALL RAMPS; HAVING A MINIMUM DISTANCE OF 2' FROM BACK OF CURB BY WIDTH OF RAMP.
- 4- GUTTER SEAL, 700.04, 4" WIDE THE BOTTOM EDGE OF THE ADJACENT PAVEMENT AND GUTTER LINE.

CITY OF CLEVELAND
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING & CONSTRUCTION
JONAH WASKO-DIRECTOR OF PUBLIC SERVICE
STANDARD CONSTRUCTION DRAWING
TYPICAL CONSTRUCTION
CURB RAMPS
NOT TO SCALE

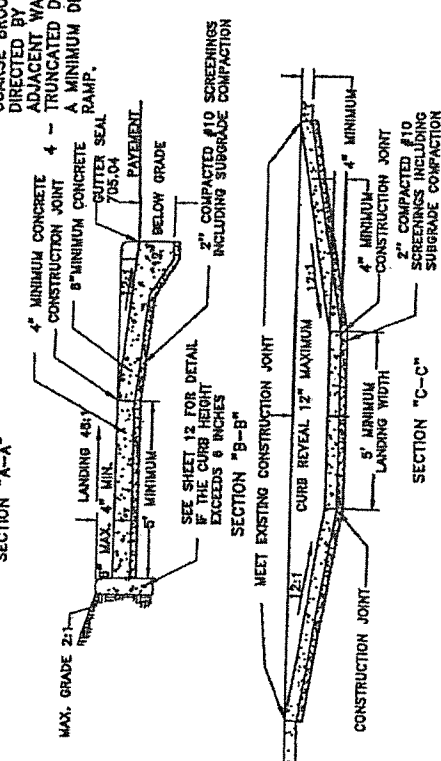
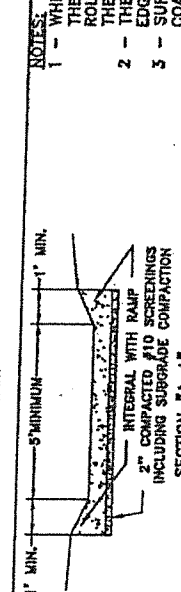
DRAWN BY: R. ELIOZINSKAS DATE: 4/8/08
SUBMITTED BY: W. McLAUGHLIN DATE: 4/8/08
APPROVED: *Lee S. G. Lel* DATE: 4/14/08
COMMISSIONER OF ENGINEERING & CONSTRUCTION
FILE NO.: CR-1 SHEET 1/8



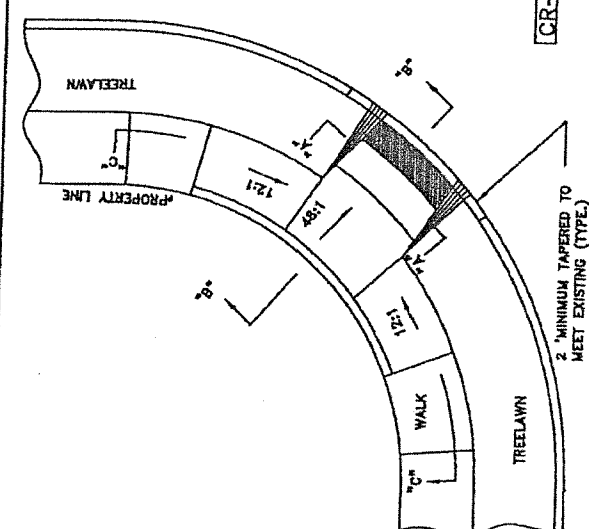
CR-3

NOTES:

- 1-THE BOTTOM EDGE OF THE CURB RAMP SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT AND GUTTER LINE.
- 2-SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 3-TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS; HAVING A MINIMUM DISTANCE OF 2' FROM BACK OF CURB BY WIDTH OF RAMP.
- 4-BARRIER CURB INSTALLATION ONLY WHEN ADJACENT OBSTACLE PRESENT AND AS DIRECTED BY THE ENGINEER

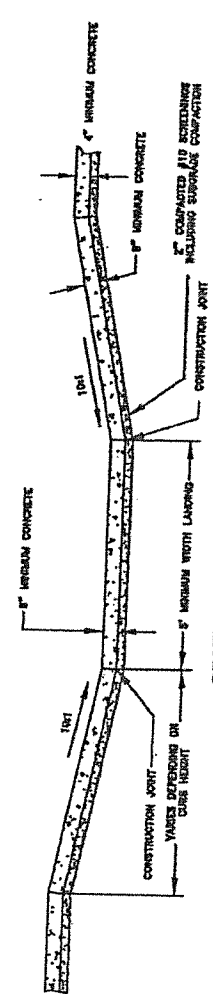
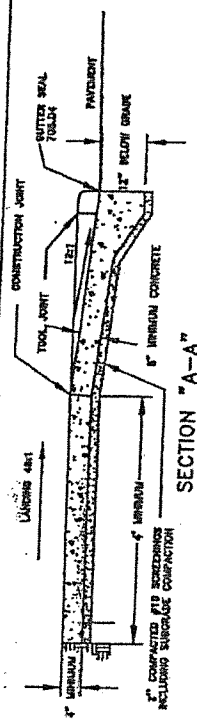
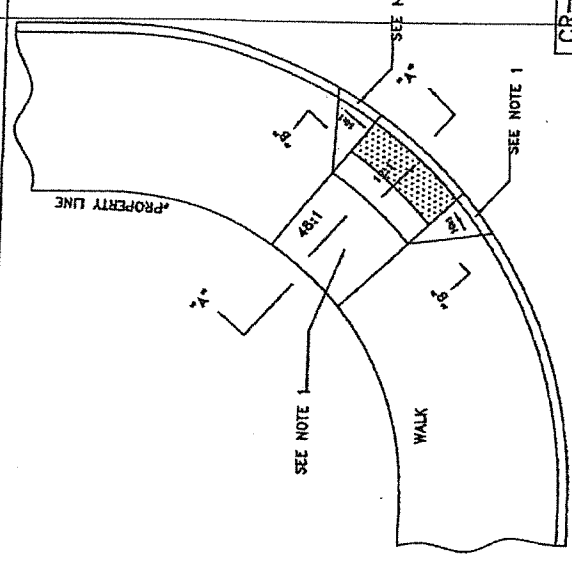


CR-4



CITY OF CLEVELAND
 DEPARTMENT OF PUBLIC SERVICE
 DIVISION OF ENGINEERING & CONSTRUCTION
 CHIEF ENGINEER-DIRECTOR OF PUBLIC SERVICE
 STANDARD CONSTRUCTION DRAWING
 TYPICAL CONSTRUCTION
 CURB RAMPS
 NOT TO SCALE

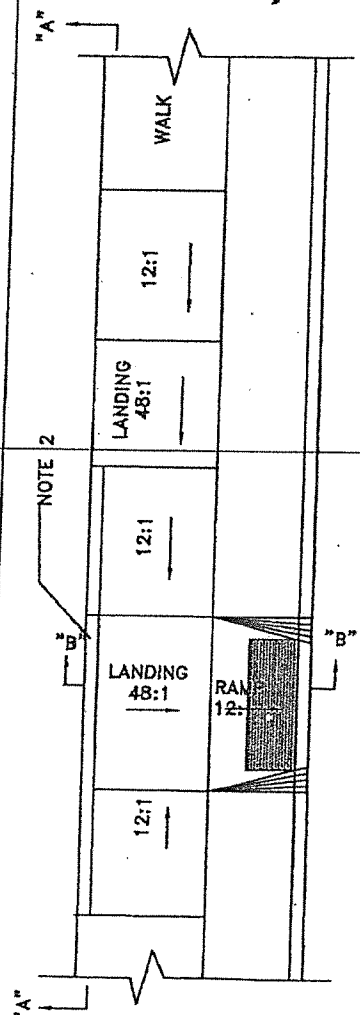
DRAWN BY: E. PLUDZINSKAS DATE: 4/8/08
 SUBMITTED BY: W. MCLAUGHLIN DATE: 4/8/08
 APPROVED: *[Signature]* DATE: 4/11/08
 COMMISSIONER OF ENGINEERING & CONSTRUCTION
 FILE NO. 1CR 1 SHEET 2/6



NOTES:

- 1 - WHERE THE LANDING IS LESS THAN 4'-0" THE RAMP FLARE SHALL BE INCREASED TO 12:1.
- 2 - SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 3 - THE BOTTOM EDGE OF THE CURB RAMP SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT OR GUTTER LINE.
- 4 - TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS, HAVING A MINIMUM DISTANCE OF 2' FROM BACK OF CURB BY WIDTH OF RAMP.
- 5 - GUTTER SEAL, 705.04, 6" WIDE THE BOTTOM EDGE OF THE ADJACENT PAVEMENT AND GUTTER LINE.

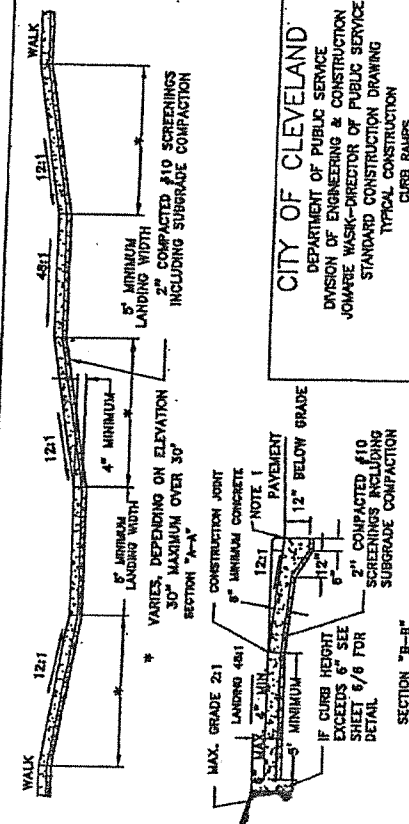
CR-5



NOTES:

- 1 - THE BOTTOM EDGE OF THE CURB RAMP SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT OR GUTTER LINE.
- 2 - WHERE A ROLLED CURB EXCEEDS SIX INCHES ABOVE THE WALK, THE CONTRACTOR SHALL INSTALL TYPE "B" CURB (6" X 18").
- 3 - SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 4 - TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS, HAVING A MINIMUM DISTANCE OF 2' FROM BACK OF CURB BY WIDTH OF RAMP.

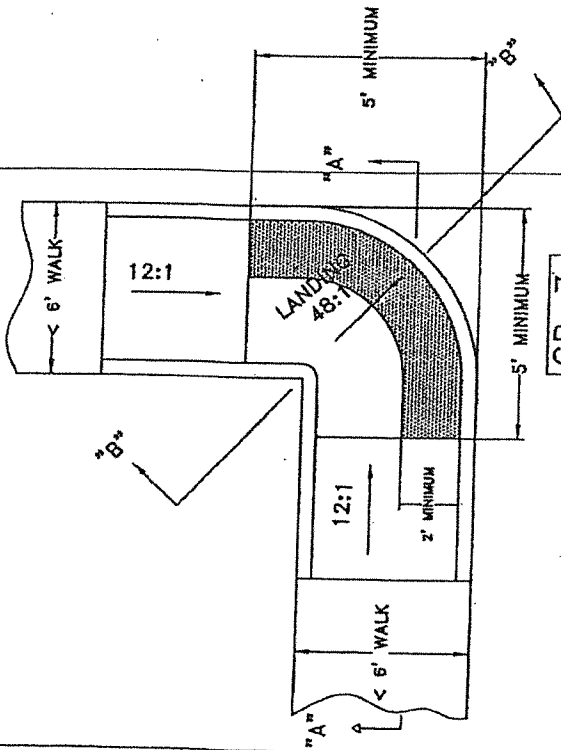
CR-6



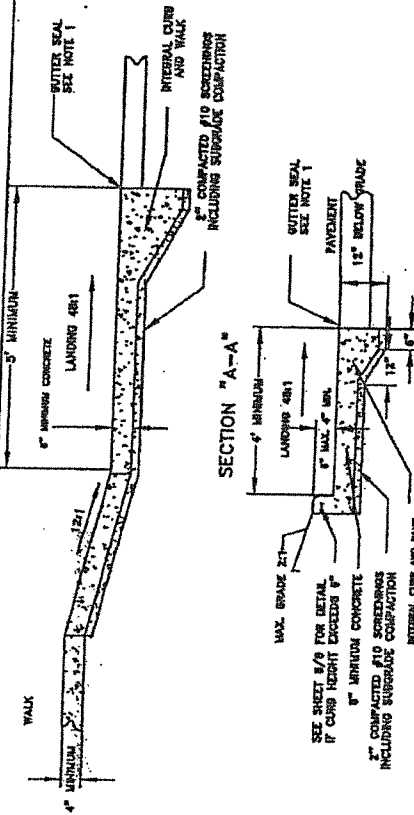
SECTION "B-B"

CITY OF CLEVELAND
 DEPARTMENT OF PUBLIC SERVICE
 DIVISION OF ENGINEERING & CONSTRUCTION
 JONAH WASK-DIRECTOR OF PUBLIC SERVICE
 STANDARD CONSTRUCTION DRAWING
 TYPICAL CONSTRUCTION
 CURB RAMPS
 NOT TO SCALE

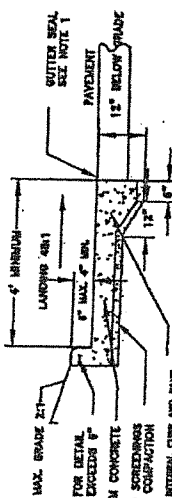
DRAWN BY: R. PLIODZINSKAS DATE: 4/8/08
 SUBMITTED BY: W. MCALACHUN DATE: 4/8/08
 APPROVED: *[Signature]* DATE: 4/14/08
 COMMISSIONER OF ENGINEERING & CONSTRUCTION
 FILE NO.: CR 1 SHEET 3/6



CR-7



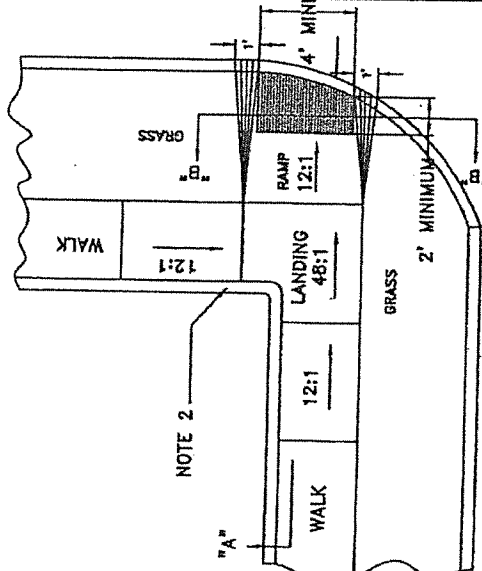
SECTION "A-A"



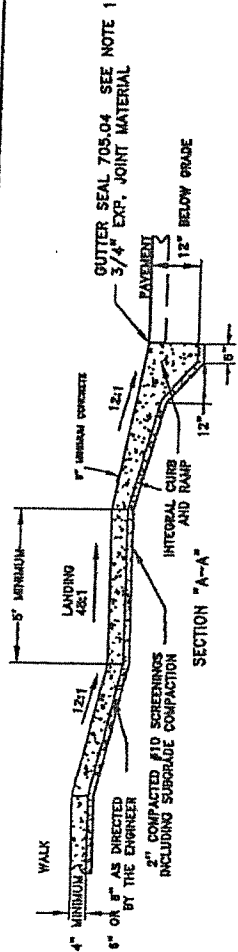
SECTION "B-B"

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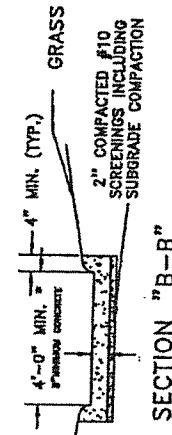
- 1 - THE BOTTOM EDGE OF THE CURB RAMP SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT OR GUTTER LINE.
- 2 - WHERE A ROLLED CURB EXCEEDS SIX INCHES ABOVE THE WALK, THE CONTRACTOR SHALL INSTALL TYPE "6" CURB (6" X 18").
- 3 - SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 4 - TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS, HAVING A MINIMUM DIMENSION OF 2' DEEP BY WIDTH OF RAMP.



CR-8



SECTION "A-A"



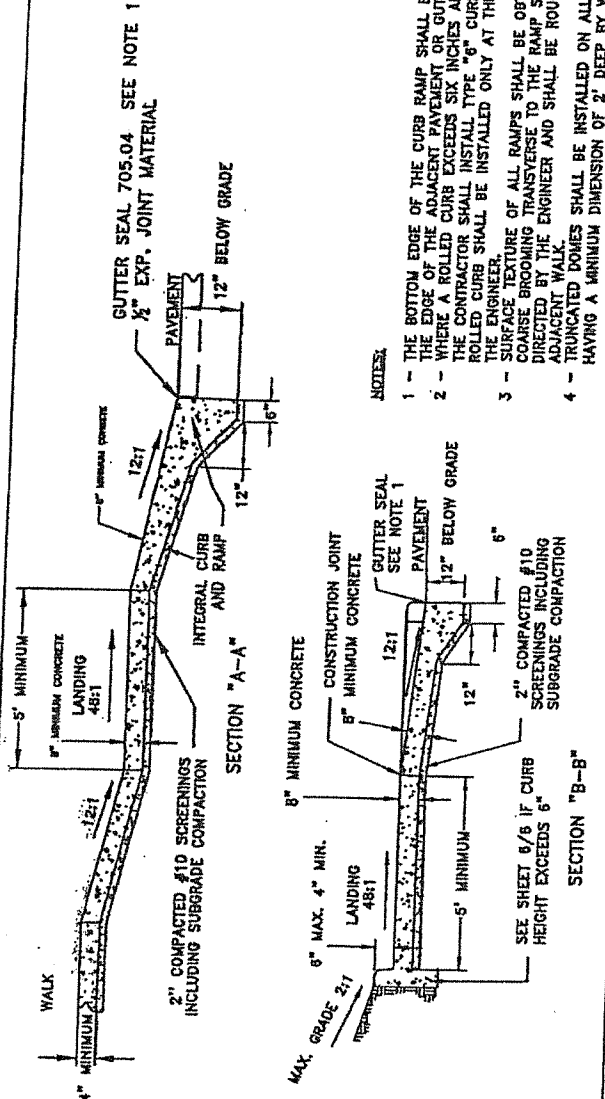
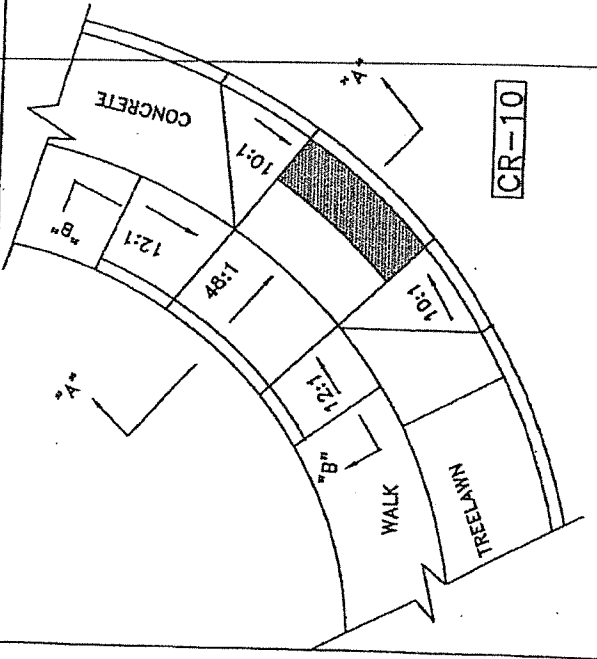
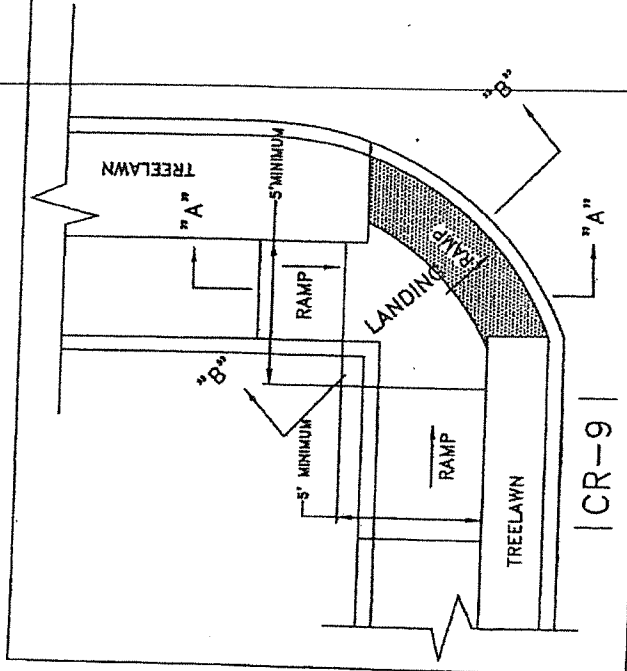
SECTION "B-B"

NOTES:

- 1 - THE BOTTOM EDGE OF THE CURB RAMP SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT OR GUTTER LINE.
- 2 - WHERE A ROLLED CURB EXCEEDS SIX INCHES ABOVE THE WALK, THE CONTRACTOR SHALL INSTALL TYPE "6" CURB (6" X 18").
- 3 - SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 4 - TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS, HAVING A MINIMUM DIMENSION OF 2' DEEP BY WIDTH OF RAMP.

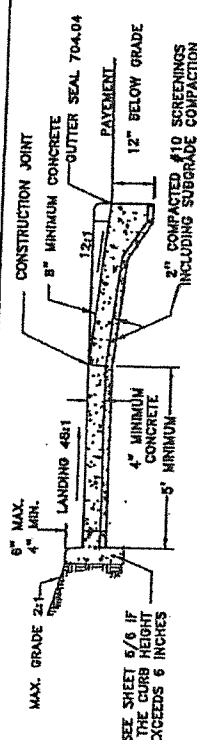
CITY OF CLEVELAND
 DEPARTMENT OF PUBLIC SERVICE
 DIVISION OF ENGINEERING & CONSTRUCTION
 JOHARIE WASKY-DIRECTOR OF PUBLIC SERVICE
 STANDARD CONSTRUCTION DRAWING
 TYPICAL CONSTRUCTION
 CURB RAMPS
 NOT TO SCALE

DRAWN BY: R. PLUDZINSKAS DATE: 4/8/08
 SUBMITTED BY: W. MCLAUGHLIN DATE: 4/8/08
 APPROVED: *[Signature]* DATE: 4/14/08
 COMMISSIONER OF ENGINEERING & CONSTRUCTION
 FILE NO.: CR 1 SHEET 4/8

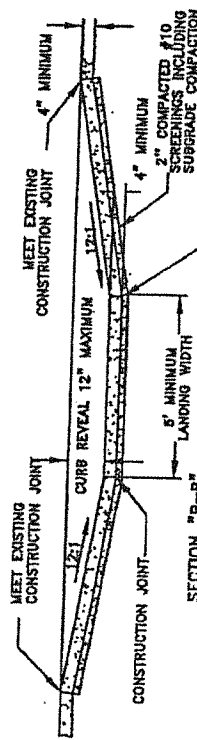


NOTES

- 1 - THE BOTTOM EDGE OF THE CURB RAMP SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT OR GUTTER LINE.
- 2 - WHERE A ROLLED CURB EXCEEDS SIX INCHES ABOVE THE WALK, THE CONTRACTOR SHALL INSTALL TYPE "6" CURB (6" X 18") ROLLED CURB SHALL BE INSTALLED ONLY AT THE DIRECTION OF THE ENGINEER.
- 3 - SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP. SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 4 - TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS, HAVING A MINIMUM DIMENSION OF 2" DEEP BY WIDTH OF RAMP.



SECTION "A-A"

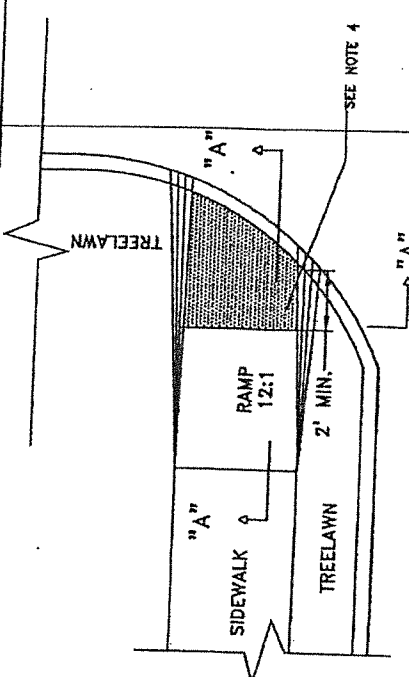


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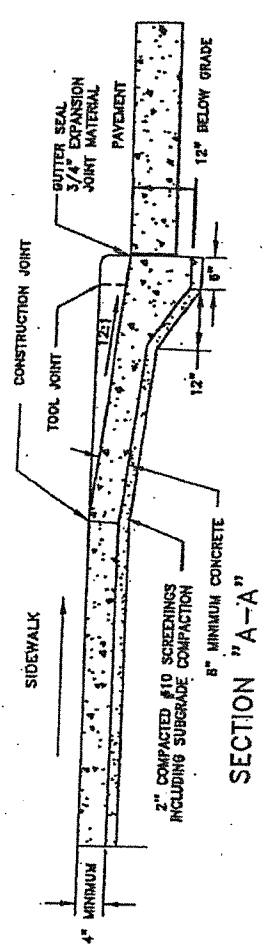
- 1 - WHERE A ROLLED CURB EXCEEDS SIX INCHES ABOVE THE WALK, THE CONTRACTOR SHALL INSTALL TYPE "6" CURB (6" X 18"). ROLLED CURB SHALL BE INSTALLED ONLY AT THE DIRECTION OF THE ENGINEER.
- 2 - THE BOTTOM EDGE OF THE CURB SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT AND GUTTER LINE.
- 3 - SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP. SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 4 - TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS, HAVING A MINIMUM DIMENSION OF 2" DEEP BY WIDTH OF RAMP.

CITY OF CLEVELAND
 DEPARTMENT OF PUBLIC SERVICE
 DIVISION OF ENGINEERING & CONSTRUCTION
 JOHARE WALK-DIRECTOR OF PUBLIC SERVICE
 STANDARD CONSTRUCTION DRAWING
 CURB RAMPS
 NOT TO SCALE

DRAWN BY: R. FLUDZINSKAS DATE: 4/8/08
 SUBMITTED BY: W. MCLAUGHLIN DATE: 4/8/08
 APPROVED: *[Signature]* DATE: 4/14/08
 COMMISSIONER OF ENGINEERING & CONSTRUCTION
 FILE NO.: CR 1 SHEET 5/6

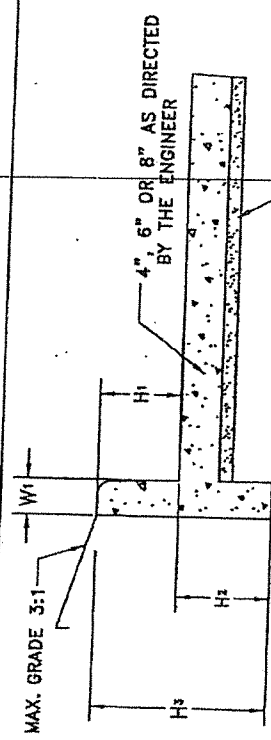


CR-11



NOTES:

- 1 - WHERE A ROLLED CURB EXCEEDS SIX INCHES ABOVE THE WALK, THE CONTRACTOR SHALL INSTALL TYPE "A" CURB (6" X 18"). ROLLED CURB SHALL BE INSTALLED ONLY AT THE DIRECTION OF THE ENGINEER.
- 2 - THE BOTTOM EDGE OF THE CURB SHALL BE FLUSH WITH THE EDGE OF THE ADJACENT PAVEMENT AND GUTTER LINE.
- 3 - SURFACE TEXTURE OF ALL RAMPS SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE RAMP SLOPES AS DIRECTED BY THE ENGINEER AND SHALL BE ROUGHER THAN ADJACENT WALK.
- 4 - THIS DETAIL SHALL ONLY BE USED TO RETROFIT EXISTING CURB RAMPS AND SHALL NOT BE USED FOR NEW CURB RAMP CONSTRUCTION.
- 5 - TRUNCATED DOMES SHALL BE INSTALLED ON ALL RAMPS; HAVING A MINIMUM DISTANCE OF 2' FROM BACK OF CURB BY WIDTH OF RAMP.



ROLLED CURB
(INSTALL ONLY AT THE DIRECTION
OF THE ENGINEER)

2" COMPACTED #10 SCREENINGS
INCLUDING SUBGRADE COMPACTION

H ₁	W ₁	H ₂	H ₃
6"	6"	6"	12"
8"	6"	10"	18"
10"	8"	12"	22"
12"	10"	12"	24"

NOTES:

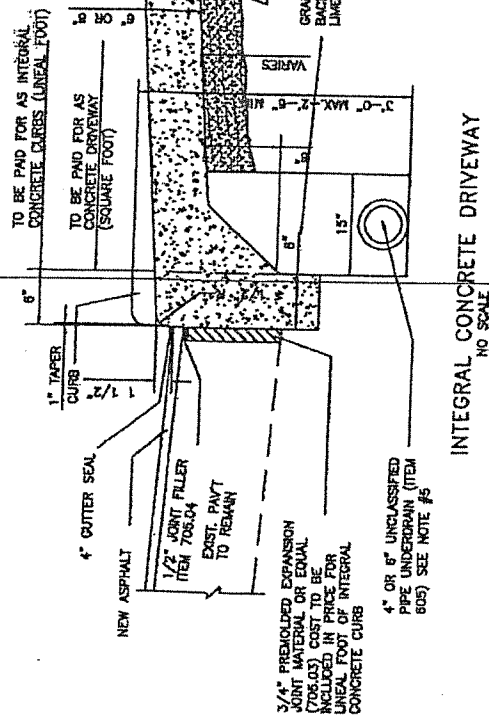
- 1 - WHERE A ROLLED CURB EXCEEDS SIX INCHES ABOVE THE WALK, THE CONTRACTOR SHALL INSTALL CURB PER THIS DETAIL. ROLLED CURB SHALL BE INSTALLED ONLY AT THE DIRECTION OF THE ENGINEER.

CITY OF CLEVELAND
 DEPARTMENT OF PUBLIC SERVICE
 DIVISION OF ENGINEERING & CONSTRUCTION
 JOMARIE WASKO-DIRECTOR OF PUBLIC SERVICE
 STANDARD CONSTRUCTION DRAWING
 TYPICAL CONSTRUCTION
 CURB RAMPS
 NOT TO SCALE

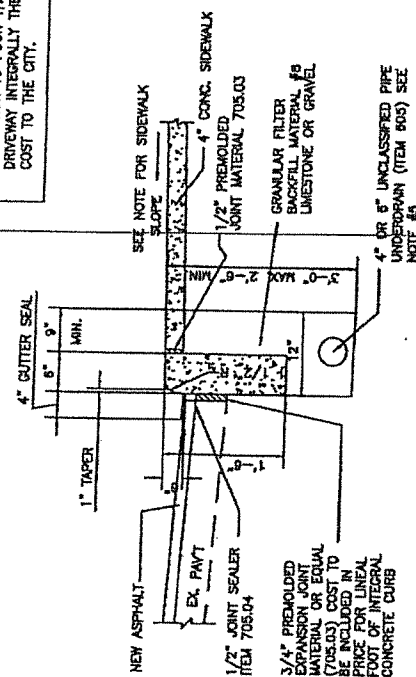
DRAWN BY: B. PLODZINSKAS DATE: 4/8/08
 SUBMITTED BY: W. MCLAUGHLIN DATE: 4/8/08

APPROVED: Ray Flaherty DATE: 4/14/08
 COMMISSIONER OF ENGINEERING & CONSTRUCTION

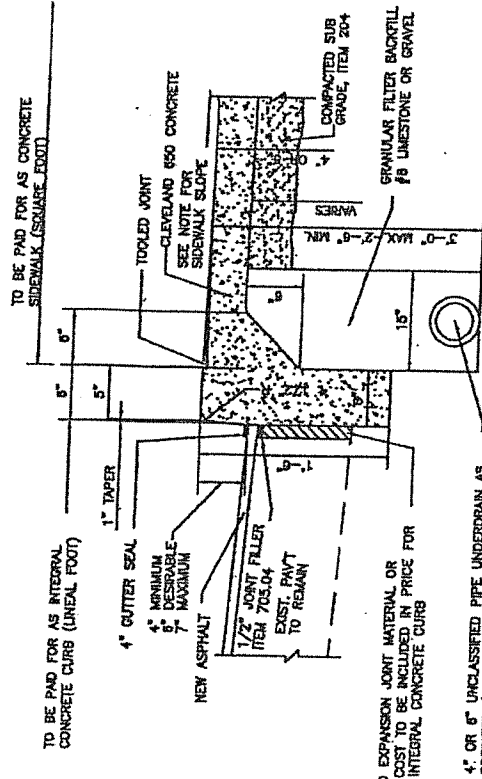
FILE NO.: CR 1 SHEET 9/9 (8)



INTEGRAL CONCRETE DRIVEWAY



CAST-IN-PLACE TYPE 6 CONCRETE CURB
NO SCALE



INTEGRAL CONCRETE CURB & WALK
NO SCALE

4" OR 6" UNCLASSIFIED PIPE UNDERDRAIN AS SPECIFIED (ITEM 605) SEE NOTE #5

OPTIONAL DETAIL
THE CONTRACTOR MAY USE THIS DETAIL IF GRANTED PERMISSION TO POUR THE CURB AND SIDEWALK OR DRIVEWAY INTEGRALLY THERE SHALL BE NO ADDITIONAL COST TO THE CITY.

NOTES:

1. SAND BACKFILL AS REQUIRED TO ACHIEVE PROPOSED SUB GRADE. COST TO BE INCLUDED IN UNIT PRICE BID PER SQUARE FOOT OF SIDEWALK OR CONCRETE DRIVEWAY.
2. JOINTS AND CONTRACTION JOINTS (5' CTRS) AND EXPANSION JOINTS TO BE CONSTRUCTED AS DIRECTED BY THE ENGINEER. JOINTS SHALL BE TOoled 6" FROM THE STREET FACE OF THE CURB. 1/4" DEEP WITH EDGES ROUNDED TO A 1/4" RADIUS. COST TO BE INCLUDED IN PRICE PER SQUARE FOOT OF SIDEWALK OR CONCRETE DRIVEWAY.
3. TRANSITION FROM STANDARD CURB SECTION TO DROP CURB SECTION TO BE MADE 1/2" DISTANCE FROM DRIVEWAY.
4. SLOPE SHALL BE PROVIDED AS NEEDED TO DRAIN SIDEWALK AND TREELAWN AREA. 1/4" / FT. MIN. (1/4" / FT. DESIRABLE AND 5/8" / FT. MAX.) IF THE EXISTING CONDITIONS RESULT IN A UNIFORM SLOPE GREATER THAN 1/4" / FT. THEN THE SLOPE IN THE TREELAWN AREA MAY EXCEED THE MAX. AS NEEDED TO PROVIDE A SMOOTH SLOPE OF 1/4" / FT.
5. THE SLOPE IN THE WALK AREA OF DRIVE APRONS MUST NOT EXCEED A 2% REQUIREMENTS OF 3/4" / FT. CROSS SLOPE.
6. UNDERDRAINS TO BE INSTALLED IN AREAS WHERE CURB IS TO BE REPLACED. THE UNDERDRAIN SHALL BE CONSTRUCTED SO AS TO MATCH THE LOCATION OF ANY EXISTING UNDERDRAIN TO REMAIN. UNDERDRAIN SHALL OUTLET AT CATCH BASIN. FILTER FABRIC AS SPECIFIED.
7. OTHER TYPES OF CURBS AS SHOWN ON 0007 STANDARD DRAWINGS MAYBE USED IF APPROVED BY THE CITY.

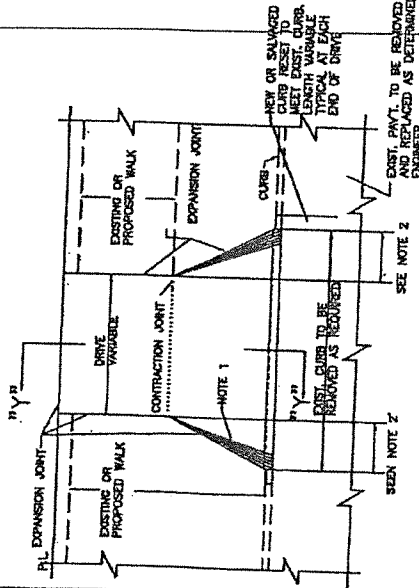
CITY OF CLEVELAND
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING & CONSTRUCTION
MARIE WASKO—DIRECTOR OF PUBLIC SERVICE
STANDARD CONSTRUCTION DRAWING
CURB DETAILS
NOT TO SCALE

DRAWN BY: R. PLODZINSKAS DATE: 4/8/08

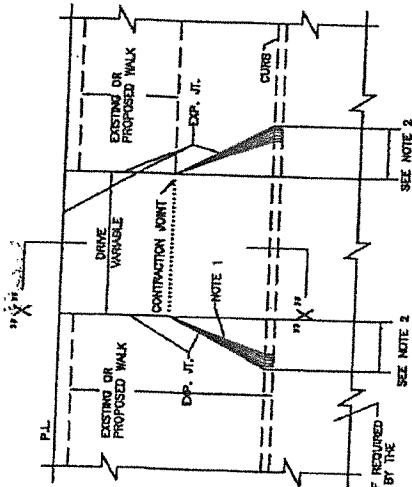
SUBMITTED BY: W. McLAUGHLIN DATE: 4/8/08

APPROVED: [Signature] DATE: 4/14/08

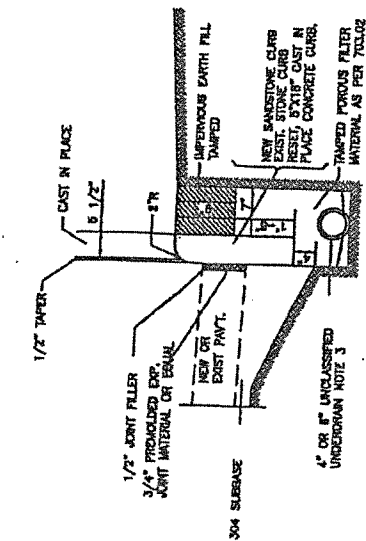
COMMISSIONER OF ENGINEERING & CONSTRUCTION



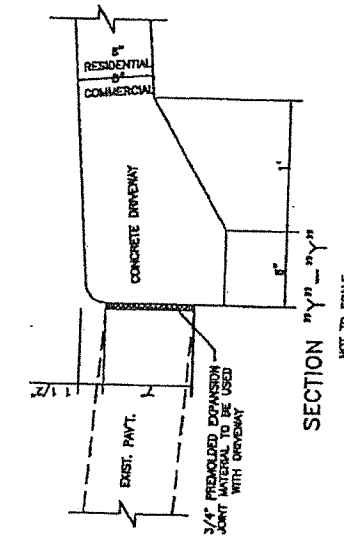
PLAN FOR NEW DRIVE WITH
INTEGRAL CONCRETE CURB
(NOT TO SCALE)



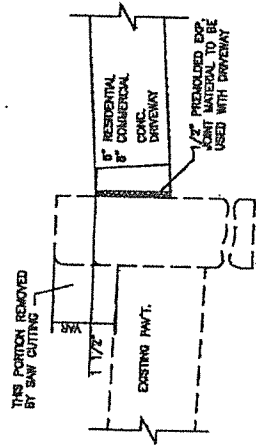
PLAN FOR NEW DRIVE WITH
CURB CUT
(NOT TO SCALE)



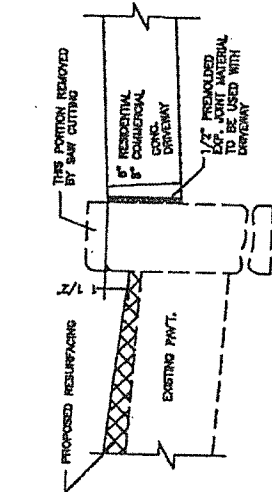
TYPICAL CURB CONSTRUCTION DETAIL
(NOT TO SCALE)



SECTION "X"-X"
NOT TO SCALE



SECTION "X"-X"
SHOWING PROPOSED DRIVE
GUTTER WITHOUT RESURFACING
NOT TO SCALE

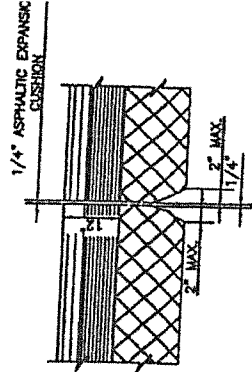


SECTION "X"-X"
SHOWING PROPOSED DRIVE
GUTTER WITH RESURFACING
NOT TO SCALE

NOTES:

- 1 - ON STREETS WITH NARROW TREELAWNS AND SIDEWALKS OR WITH APPROVAL OF THE ENGINEER THE FOLLOWING DETAIL MAY BE USED.
- 2 - APRON FLARES ARE 3' FOR RESIDENTIAL AND 5' COMMERCIAL
- 3 - UNDERDRAINS SHALL HAVE FILTER FABRIC WRAP OR TRENCH IS WRAPPED WITH FILTER FABRIC AS SPECIFIED.

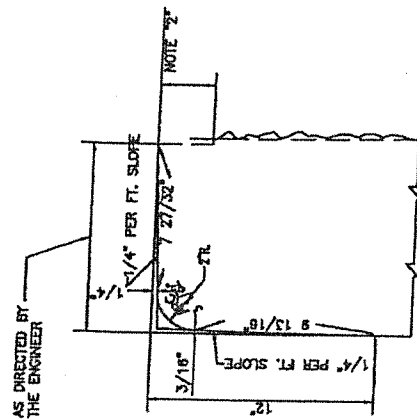
CITY OF CLEVELAND
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING & CONSTRUCTION
JONARIE WASK - DIRECTOR OF PUBLIC SERVICE
STANDARD CONSTRUCTION DRAWING
TYPICAL CURB & DETAILS
AT DRIVEWAYS
NOT TO SCALE
DATE: 4/2/08
DRAWN BY: E. FLUDZINSKAS
SUBMITTED BY: W. MCLAUGHLIN
DATE: 4/2/08
APPROVED: *Renfield* DATE: 4/2/08
COMMISSIONER OF ENGINEERING & CONSTRUCTION
FILE NO. : CD 1 SHEET 2/3



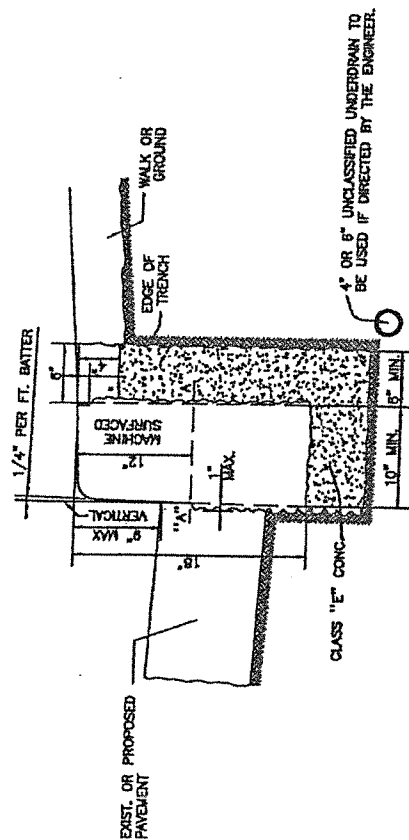
ELEVATION SHOWING CURB JOINT
SECTION A-A - 27 28

CURB TO BE USED ON STRAIGHT SECTION

TOP FACE AND ENDS OF CURB ABOVE LINE "A"-"A" ARE TO BE MACHINED.
ALSO BACK OF CURB 1" FROM TOP AS SHOWN.



DETAIL OF CURB CUTTING



CURB DETAIL TO BE USED ON ALL CURVED SECTIONS

NOTES

CURB SHALL BE SET IN AND BACKED WITH A MINIMUM OF CLASS "C" CONCRETE AS SHOWN. THE ENTIRE CURB TRENCH IS TO BE COMPLETELY FILLED WITH CONCRETE UP TO THE LEVEL SHOWN ON THE SECTION. SEE STANDARD SPECIFICATIONS.

CURB TO BE LIGHT GRAY GRANITE TO MATCH EXISTING CURBING IN WALL. LENGTH TO BE 4" WITH CLOSURE STONE NOT LESS THAN 3" LONG.

- 1 -- EXPANSION JOINT NOT SHOWN
- 2 -- 6" MINIMUM, INCREASE IF REQUIRED TO MATCH EXISTING WALK OR APRON THICKNESS
- 3 -- FOR 6" OR 12" WALL CURBING OR INCREASE THE THICKNESS AND TOLERANCES BY 2"

CITY OF CLEVELAND

DEPARTMENT OF PUBLIC SERVICE

DIVISION OF ENGINEERING & CONSTRUCTION
JOMARIE WASTWATER DIVISION

THE WASHIA—DIRECTOR OF PUBLIC SERVICE
STANDARD CONSTRUCTION DRAWING

STANDARD DETAILS SHOWING GRANITE CURBING

NOT SCALE
DRAWN BY: R. PLOOZINSKAS
DATE: 4-1-68

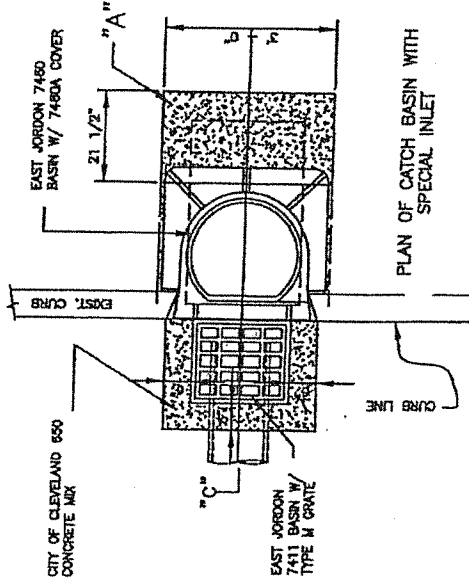
DATE 4/8/76

APPROVED: Kendall DATE: 4/12/08

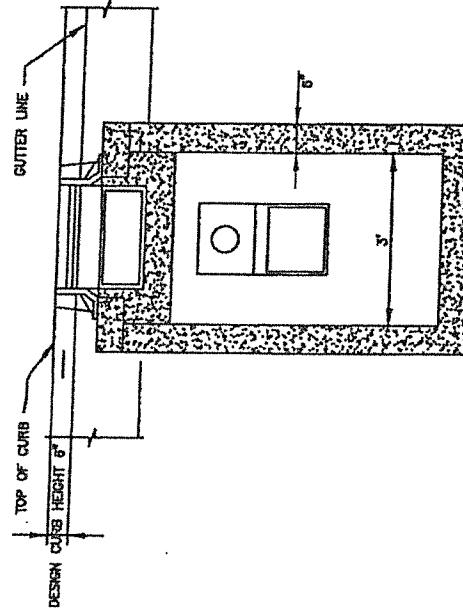
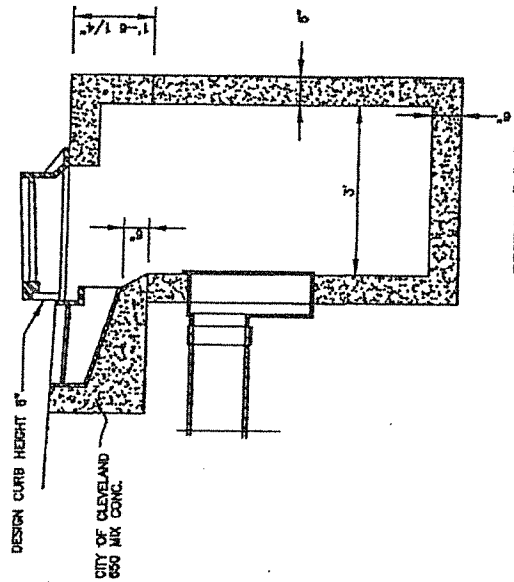
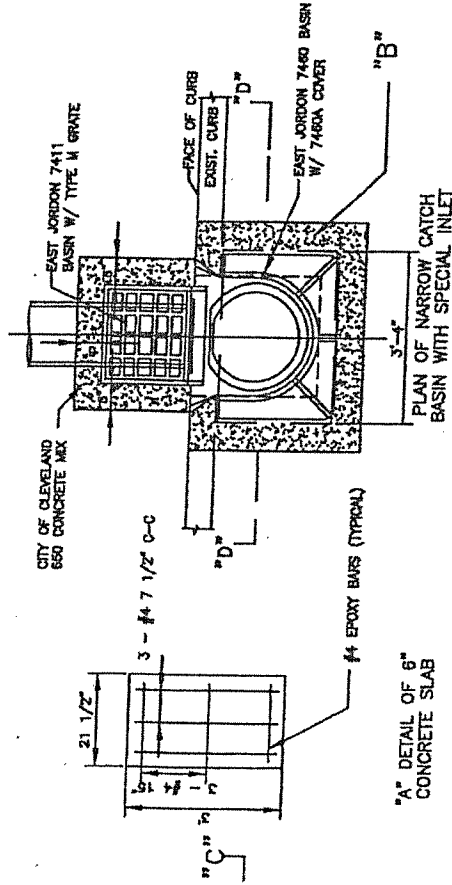
DATE 1/17/23
COMMISSIONER OF ENGINEERING & CONSTRUCTION

FILE NO. CD 1	SHEET 3/3
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SETTING METHOD "A"



SETTING METHOD "B"



NOTE:

THIS CATCH BASIN TO BE USED FOR CONSTRUCTION AT LOCATIONS WHICH PREVENT THE INSTALLATION OF A CB-1 IN THE ROADWAY, AS DIRECTED BY THE ENGINEER.

CATCH BASIN BASE DIMENSIONS ON DRAWING CB-1, ONLY RECTANGULAR BASIN SHALL BE ALLOWED.

THIS DETAIL FOR STREETS WITH VERTICAL CURB ONLY

CITY OF CLEVELAND
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING & CONSTRUCTION
JONAH WASH - DIRECTOR OF PUBLIC SERVICE
STANDARD CONSTRUCTION DRAWING
PLAN FOR CATCH BASIN 2
NOT TO SCALE

REVISED BY: E. PLADZINSKAS
SUBMITTED BY: W. McLAUGHLIN
DATE: 4/8/08
DATE: 4/8/08

APPROVED: *[Signature]*
COMMISSIONER OF ENGINEERING & CONSTRUCTION
DATE: 4/8/08

FILE NO. CB-1 SHEET 6/7 62

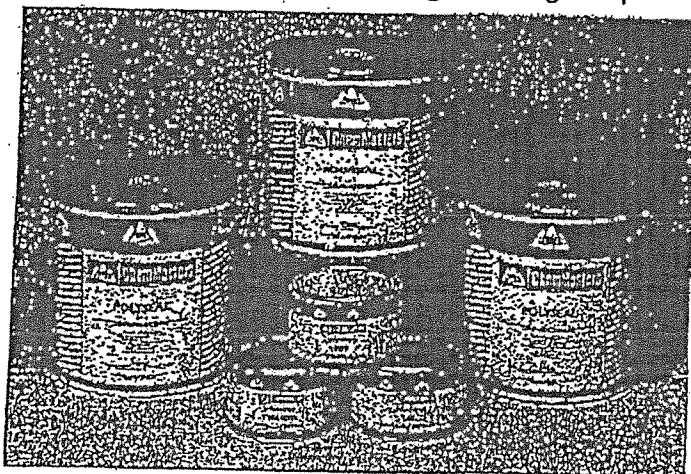


ChemMasters

Specialty Construction Products

Polyseal Tint System

High Performance Curing & Sealing Compound For Colored Concrete



- Meets ASTM C309 Type 1 Class A & B
- Available in many colors
- Cures, Seals & Hardens
- Protects against deicing chemicals & organic acids
- Easy to apply - quick drying

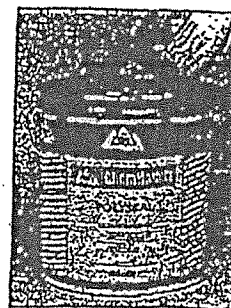
The Polyseal Tint system consists of a 5 gallon container of clear Polyseal and a 1/2 gallon unit of concentrated color.

Clear Polyseal is an outstanding curing & sealing compound which surpasses all standards. It is easy to apply, quick drying and long lasting.

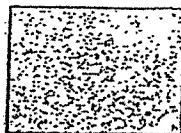
Polyseal Tint is an inorganic pigment which resists outdoor wear and UV exposure.

Polyseal Tint mixes easily with clear Polyseal to create a consistent, medium gloss colored membrane sealer which tints plain concrete or enhances color and eliminates variations in colored concrete.

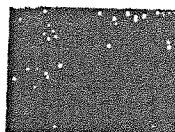
Standard colors match the standard colors of Chemtint - integral concrete color and Concolor - dry shake surface hardener.



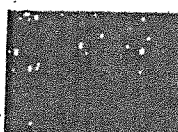
Standard Colors



Light Beige



Milk Chocolate



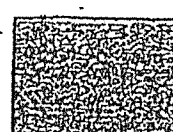
Dark Chocolate



Brick Red



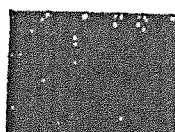
Terra Cotta



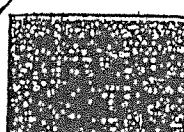
Buff



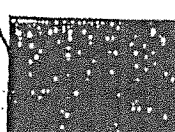
Black



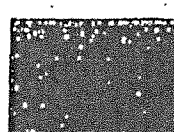
Battleship Gray
(DARK)



French Gray
(LIGHT)



Tan



Sandstone



Winter White

Contact your local ChemMasters distributor or call 800-486-7866 for more information

The ChemMasters Company

300 Edwards Street • Madison, OH 44057
Phone 440-428-2105 • Fax 440-428-7091 • 800-486-7866

Polyseal Product Data Information

Uses

Polyseal™ promotes strength and durability in newly placed concrete by controlled retention of sufficient moisture to fully hydrate the cement. It develops a film that protects newly placed concrete against surface damage by rain or rain splashing when it has dried for 45 minutes or more at 70°F.

Polyseal simultaneously seals, hardens and dustproofs new and existing concrete surfaces. It provides a primer base for early application of most solvent system resilient flooring adhesives. It protects concrete surfaces against deicing chemicals, fertilizers, salts, grease, oil, alkalis, mild acids and detergents. It minimizes scaling due to freeze-thaw cycle exposure. It helps minimize hair line checking, premature cracking, dusting and other common defects which result from improperly curing concrete.

Description

Polyseal is a quick drying, polymer with excellent vapor barrier properties. Because of its special solvent and low viscosity, it penetrates into the pores, up to 1/8" in depth, where it becomes an integral part of the concrete. This deep penetration seals in more than 95% of the water of hydration, provides resin reinforcement (hardens), dustproofs and provides protection of the concrete surface.

Polyseal contains no oil, wax, paraffin, silicate, silicone, or hydrocarbon resin and is formulated and processed under rigid quality control ensuring uniformity of performance.

Advantages

- Long lasting curing action
- Cures, seals, hardens and dustproofs
- Protects against deicing chemicals, fertilizers, organic and mineral acids
- Easy to apply
- Quick drying - protects against rain damage
- Protects against construction dirt and stains

Coverage

Coverage will vary with surface texture, porosity and local specifications, however the following guidelines may be used.

Curing	300 - 400 sq ft/gal
Sealing, hardening and dustproofing	
First Coat	300 - 400 sq ft/gal
Second coat	400 - 600 sq ft/gal
Existing concrete, dustproofing and sealing	300 - 600 sq ft/gal

Properties

Solids	22% minimum
Moisture retention (ASTM C156)	0.035 gms/cm ²
Flash point	over 105°F
Drying time @70°F (21°C) and 50% relative humidity	
Dust free	45 min
Hard film	2 hours
Light foot traffic	overnight
Maximum hardness	7 days
Abrasion Test (ASTM 52 - 50)	
Polyseal concrete	21.77 gms wt loss

Application Standards

Complies with or exceeds the requirements of ASTM C 309, Type 1 & 1D; AASHTO M 148, Type 1 & 1D; Federal Specification T.C. 00800; U.S. Navy 45VA; CRD C 300; USDA approved.

Mixing for Tinted Polyseal

Pour 1 unit (1 1/2 gallon) of Polyseal Tint into a 5 gallon unit of clear Polyseal. Mix thoroughly until all units is evenly dispersed. Before using previously mixed material, always stir or mix well so that any pigment that has settled out is thoroughly dispersed.

Directions

General: Apply with a short nap roller or a low pressure solvent resistant wire sprayer having a fan nozzle. Sprayer tip should be 6-8" from the surface of the concrete. Apply uniformly leaving no pinholes or gaps. Avoid puddling. Any "free" liquid that is allowed to remain on the surface will impede proper drying and offers no extra protection. Excess material should be removed immediately with rags, squeegee or similar equipment. Protection lies in penetrating and sealing the pores of the concrete. **DO NOT DILUTE.** A second coat is always recommended for best appearance, easy maintenance, maximum curing and long term protection. Apply second coat at right angles to minimize potential pinholes.

New Concrete: Apply Polyseal as soon as the surface has hardened enough to walk on without marking. The surface may be damp, but with no free water on it (approximately 1-2 hours after final finishing at 70°F and 50% relative humidity). Lower temperatures may require a longer wait. Higher temperature, wind and/or low humidity will require a shorter wait. Concrete must be free of all excess moisture before application of Polyseal. If freezing temperatures can be expected within 30 days after placing.

Formed Concrete Walls: Apply after rubbing (broom finishing) at rate of 450 sq ft/gallon. If walls are not to receive further treatment, apply immediately after stripping forms.

Existing (Old) Concrete: Remove all dirt, sealers, previous coatings, grease, oil, asphalt, wax and any other foreign matter. Contact your Chem/Masters distributor for advice on difficult situations such as removal of paint, rust, oil and greases, stains etc. A test patch is always recommended. "Dense" concrete, smooth troweled or burnished surfaces, or surfaces previously treated with curing and/or sealing compounds will resist penetration. When any of these conditions exist, less material should be used to prevent "overapplication". Polyseal is a membrane-forming sealer and thus will darken or enrich the color of the concrete it is applied to. If not applied evenly, it can leave a blotchy or mottled appearance. This can usually be remedied by applying additional coats until a uniform darkened appearance is achieved. For best results, when sealing a colored floor with tinted Polyseal, a light acid wash of the cleaned concrete is recommended. Muriatic or citric acid opens the concrete pores and allows maximum penetration of the colored Polyseal. An acid wash is required on all smooth troweled floors to be treated with tinted Polyseal, particularly if the concrete is uncolored.

Maintenance: Surfaces previously sealed with Polyseal should be cleaned and resealed every 3-5 years, depending on exposure, traffic, etc. Test with water - if water "beads", sealer is still effective.

Cleanups: Clean tools immediately after use with Polyseal Solvent™

XYLANE

Exhibit D
Safety Information

Index

Contractor Safety Information (Short Form)

no date (1 page)



CITY OF CLEVELAND
Mayor Frank G. Jackson

Cleveland **PP** PublicPower
Count on it

CLEVELAND PUBLIC POWER
CONTRACTOR SAFETY INFORMATION – Exhibit D
(SHORT FORM)

COMPANY NAME: _____

PERSON COMPLETING FORM: _____ TITLE: _____

COMPANY ADDRESS: _____

SIGNATURE: _____ DATE COMPLETED: _____

1. List your firm's experience modification rate (EMR) for the three most recent years.

20 _____

20 _____

20 _____

2. Please use your OSHA 200 logs to complete this section.

Number of injuries and illnesses: 20 _____ 20 _____ 20 _____

a. Number of lost workday cases including restricted days. (COLUMNS 2 & 9) _____

b. Number of OSHA recordables (COLUMNS 2, 6, 9 & 13) _____

c. Number of fatalities (COLUMNS 1 & 8) _____

3. Total employee hours worked: _____

4. Do you have a written safety program which includes Hazardous Communication? Yes _____ No _____

5. Do you have a mandatory substance abuse program? Yes _____ No _____

6. Do you have a light duty/restricted work policy? Yes _____ No _____

7. Do all new employees complete safety orientation prior to performing any work activities? Yes _____ No _____

8. Do you conduct jobsite safety inspections? Yes _____ No _____

9. Do you require the OSHA 10-hour course for all Supervisors? Yes _____ No _____

10. Do you conduct documented post-accident investigations? Yes _____ No _____

Exhibit E

Specific Unit Descriptions

Demolition of Existing Brick and Rail Manholes

(Sketch MJ-HHDEM-0205)

8/22/12

(Sketch MJ-SSRMH-0605)


8/22/12

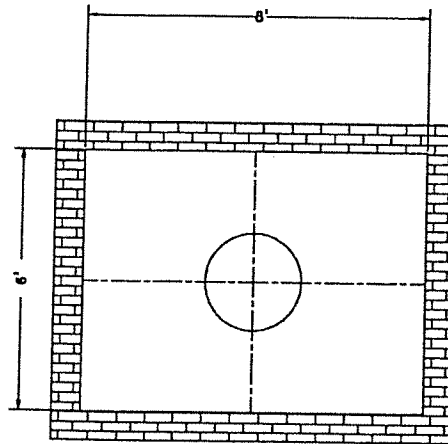
[illegible]

BREAK OUT AND REMOVE EXISTING COVER AND CASTING (RETURN TO CPP)
DEMO AND REMOVE EXISTING BRICK HAND HOLE WALLS

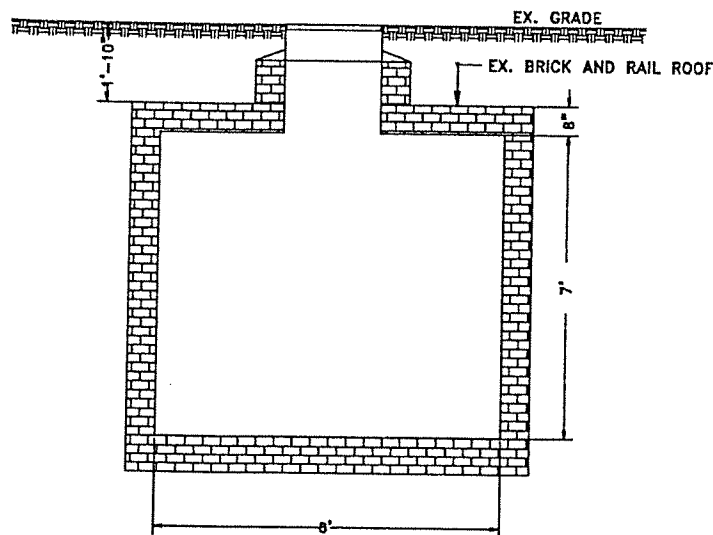
6-3 1/2" TO 4" PVC TO FIBER ADAPTORS
3-4" PVC SCHEDULE EB CONDUITS AROUND EXISTING CABLES (SPLIT)
3" CONCRETE ENVELOPE (4000 PSI -- CITY OF CLEVELAND MIX)
FLOWABLE FILL (UP TO 9" BELOW EXISTING SURFACE)
9" CONCRETE CAP TO EXISTING SURFACE.

NOTE:
HANDHOLE CONTAINS ENERGIZED CABLES.
ALL CONDUITS AND COUPLINGS SHALL BE SPLIT DUCT
CONTACT CPP FOR REMOVAL OF ALL ELECTRICAL EQUIPMENT OR AS CALLED FOR ON PLANS.

										 CLEVELAND PUBLIC POWER ENGINEERING DEPARTMENT	
										DEMOLITION OF EXISTING BRICK AND RAIL MANHOLE	
6/22/12 REDRAWN MOJ										DRAWN BY: M.G. JONES	SCALE:
REVISION DATE	DESCRIPTION BY	APPROVAL	REFERENCE DRAWINGS				NO.	DATE	DRAUGHTSMAN		
							CHECKED BY: M.G. JONES	DATE: 2/09/05	DRAWING NUMBER: MJ-HHDEM-0205		



TYPICAL BRICK AND RAILED ROOF MANHOLE



DEMOLITION OF EXISTING BRICK AND RAIL MANHOLES

UNIT PRICE SHALL INCLUDE EXCAVATION, SHEETING AND SHORING, DEMOLISHING EXISTING BRICK AND STEEL RAIL ROOF MANHOLE CONTAINING ENERGIZED CABLES PER THE TYPICAL DRAWING, MATERIAL DISPOSAL AND DELIVERING SALVAGED CASTINGS AND COVER TO CPP LAKE ROAD YARD. (NOTE: CPP SHALL RUBBER UP ALL EXPOSED CABLES AND EQUIPMENT IN THE MANHOLE.) UNIT PRICE EXCLUDES ANY BACKFILL.


						 CLEVELAND PUBLIC POWER ENGINEERING DEPARTMENT		
						DEMOLITION OF EXISTING BRICK AND RAIL MANHOLE		
8/22/12		REDAWN	MOJ			DRAWN BY: M.O. JONES	SCALE	DRAWING NUMBER
REVISION	DATE	DESCRIPTION	BY	APPROV.	REFERENCE DRAWING	DATE	DATE	
						DATE BY: M.O. JONES	8/20/00	MJ-SSRMH-0605

Exhibit F

Backfill Material and Backfilling Procedures

Page 8 of 20

Flowable Fill Specifications for Utility Trenches

Page 8 of 20 – 9 of 20

(Part I Certificate of Compliance)

(Part II Materials)

(Part III Performance Enhancing Admixture)

(Part IV Flowable Fill Mix Design)

(Part V Application)

BACKFILL MATERIAL AND BACKFILLING PROCEDURES

All backfill material used under any pavement shall be crushed limestone or gravel as per ODOT Item 304-Aggregate Base. Crushed air-cooled slag meeting #304 gradation may be used with prior written approval of the Division of Engineering and Construction inspector. The use of sand or #57 aggregate as a premium backfill is prohibited. Sand may only be used as indicated on the plan details for items such as conduit cover. The sand material shall be natural river or bank sand; free of silt, clay, loam, friable or soluble materials and organic matter. The backfill shall be installed in 4 inch (4") lifts and compacted using mechanical means only. Compact to within 12" of sub grade and each layer of backfill to 95% maximum dry density as determined by Standard Proctor Test (ASTM D698). The use of water for compaction is prohibited, e.g. flooding or puddling. Sand used as embankment construction and as backfill around structures shall be ODOT Item 203-Embankment or meeting the requirements of 703-Special Backfill Material of the section.

Employ a placement method that does not disturb or damage conduit encasement.

Do not backfill over wet, frozen or unstable subgrade surfaces.

FLOWABLE FILL SPECIFICATIONS FOR UTILITY TRENCHES

PART I CERTIFICATE OF COMPLIANCE

Material must come from a plant with a current Certificate of Compliance demonstrating the ability of the mix design to meet the specified requirements. 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 each delivery ticket.

PART II MATERIALS

All materials shall conform to the applicable requirements stated herein.

1. Cement shall be ASTM C-150 Type I.
2. **The use of Fly Ash is strictly prohibited.**
3. Fine aggregate shall conform to ODOT Specification 703.03 Fine aggregate for Mortar and Grout (ODOT Construction and Materials Specifications most current edition). The use of spent foundry sand or core sand is strictly prohibited.

PART III PERFORMANCE ENHANCING ADMIXTURE

An air-enhancing admixture shall be incorporated in the mix that will have the effect of lowering the water/cement ratio to between 95 and 105 lbs/cubic foot. The air entrained content for the mix shall be 30% to eliminate/minimize the excessive water and segregation. Compressive strengths shall have a range of 50 PSI to 80 PSI at 28 days will be required if additional excavation by machine or hand is required.

Approved Admixtures

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

PART IV 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

Variations of the aforementioned mix design are strictly prohibited

PART V APPLICATION

1. Flowable fill shall begin 12 inches above the top of pipe and continue in the trench to the concrete base.
2. Material for pipe bedding and pipe zone to a minimum depth of 12 inches over the top of pipe shall be as specified by the utility.
3. Exposed bolts and valves exposed in the trench should be wrapped with polyethylene material conforming to ODOT 748.07 (8 mil thick).
4. Cover all joints in clay pipe in the trench area with polyethylene material before pouring flowable fill. Repair all observed openings in any pipe or manhole in the trench area prior to backfilling with flowable fill. Repair techniques shall be in accordance with the utility company's standard repair procedures.
5. Contact the respective utility owner for repair procedures.

April 2025

Exhibit G

CPP Construction Notes

Page 7 of 20

CPP CONSTRUCTION NOTES

Contact Ohio Utilities Protection Service, two working days prior to start of construction. In Ohio, call toll free 1-800-362-2764. It's The Law.

All power conduit runs are to be constructed by using 2", 4", 5", or 6" pvc schedule EB conduits, encased with a 3" concrete envelope, unless otherwise noted. The concrete envelope is to be 4000psi (City of Cleveland Concrete Mix).

A rugged polyethylene material warning tape capable of resisting high or low ph conditions must be placed above the electrical conduit bank. This warning tape is to be six inches wide, red in color, and imprinted with the words, "DANGER - BURIED HIGH VOLTAGE CABLES BELOW". This tape is to be placed 6" above the newly installed duct bank. This shall conform to the standards as set by Ohio Utilities Protection Service.

As an option, contractor may elect to encase CPP's conduits in red concrete. Both methods are approved by Cleveland Public Power and are recommended by Ohio Utilities Protection Service.

All conduits runs are to be installed at a minimum depth of 2'-6" below the existing and/or proposed grades, or as shown on the profile sheets, except those that are under any railroad or RTA tracks. The conduits will be installed at a minimum depth of 60" below the rail ties. Also, at any railroad crossings, conduits are to be encased in a steel pipe. See drawings issued by Cleveland Public Power for details.

Vertical and horizontal curves shall have a minimum radius of no less than 30 feet. These curves are to be constructed by using the appropriate 5° couplings, and associated chord lengths of conduits as noted on the plan view and/or as shown on the Conduit Curve Construction Chart. Any other curve design, field changes, or the use of preformed radius bends must be approved by the Engineering Department of Cleveland Public Power.

All manhole outside walls and conduits runs are to have a minimum clearance of 5' (face to face), horizontally from all water lines. Vertical clearance shall be at a minimum of 1'-6", or as shown on the profile sheets of the project. Clearance between other utilities shall be 1', unless noted otherwise. CPP's duct bank shall cross over or under other utilities at an angle of no less than 45°.

Any conduit runs that are crossing any steam lines shall have a minimum clearance of 5', or as shown on the profile sheet of the project. In the event that this cannot be accomplished, notify the Engineering Department of Cleveland Public Power prior to the installation of our conduits.

Each newly constructed manhole shall be free of all foreign objects and debris. The contractor shall also provide a pulling line in each of the new conduits. All manhole covers should be inscribed with the Cleveland Public Power logo "CPP".

The contractor shall provide Cleveland Public Power with as-built plans of the newly installed conduit system, showing both vertical and horizontal locations. These locations shall be at 50' intervals. All elevations are to be based on Cuyahoga County Regional Geodetic Surveys.

Exhibit H

REGULATIONS GOVERNING THE LAYING OF CONCRETE SIDEWALKS, APRONS, AND CURBING

Concrete walks shall be of one-course construction and shall be four inches (4") in thickness, except in the downtown district where they must be six inches (6") in thickness. Concrete for walks, curbs, drives, and aprons shall be Class "C" concrete as per item 608 and Special of the "Supplemental to State Specifications for the City of Cleveland-1967".

When concrete walks are laid on clay, and extra excavation to a depth of one-and- one-half inches (1 1/2") must be made and filled with sand or gravel, to act as a foundation to the 4" of sidewalk proper.

No blocks of concrete shall be larger than six feet (6') and the joints must be cut by the use of an approved "Grooving Tool" making a groove one-fourth inch (1/4") deep. All edges shall be rounded with an approved "Edging Tool" to a radius of one-fourth inch (1/4").

Existing aprons and "drive areas" of the walk must be constructed of concrete. Aprons and the area of walk over which vehicles drive must be no less than six inches (6") in thickness, and must be laid in accordance with Supplemental to State Specifications for the City of Cleveland.

At all water-meter covers, gas boxes, hydrants, or other obstructions, neatly fitted openings shall be cut in the sidewalk. No walk shall be laid until all these obstructions have been raised or lowered to the correct elevations.

No obstructions shall be placed in front of any catch-basin, fire hydrant, fire alarm box or letter box, or near enough to the same to interfere with their use.

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 under this permit, unless specifically permitted by the Director of Public Service. Trees, lawns, and shrubbery shall not be interfered with or destroyed by any work performed by the contractor. Walks must be laid to the same grade as existing walks on the street, unless permission for change of grade is obtained from the Director of Public Service.

Only one-half (1/2) of the sidewalk in the business district can be obstructed at one time, unless contractor has an obstruction permit. Gutters must be left open at all times.

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.

The Contractor is responsible for removing all dirt and rubbish caused by his work.

CURBING: Curbing shall conform to the standards established for size and quality in the district in which it is to be installed. Cast-in-place concrete curbs and integral curbs, where used, shall conform to detail Plan No. ME-246 of the City of Cleveland.

Copies of these specifications and plans for Pavement Repair and Laying of Concrete Sidewalks may be obtained, upon request, from the Division of Engineering and Construction of the City of Cleveland.

PAVEMENT REPAIR

Concrete Pavement

All pavement openings shall be sawed full depth and have smooth vertical faces.

Dowels shall be required as per dowel table.

Concrete repaving shall be performed in such a manner that the entire lane and/or slab in which the repair area is located shall be restored. Should any portion of the repair area extend into an adjacent lane and/or slab, that lane or slab shall also be repaved.

Asphalt Pavement

All pavement openings shall be sawed full depth and have smooth vertical faces. Dowels shall be required as per dowel table.

Asphalt resurfacing shall be performed in such a manner that the entire lane in which the repairs are located shall be restored. Should any portion of the repair area extend into an adjacent lane, that lane shall also be resurfaced. For pavements with a width of 40' or less, a lane shall be considered 1/2 the pavement width.

Extend over cut in longitudinal direction two feet (2') unto undisturbed subgrade.

Brick Pavement

All streets within the City of Cleveland that are currently brick paved shall be replaced with brick, or as directed by the inspector representing the Division of Engineering and Construction of the City of Cleveland.

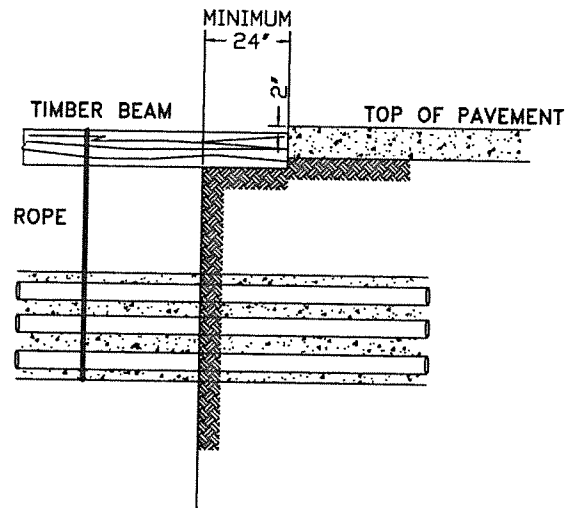
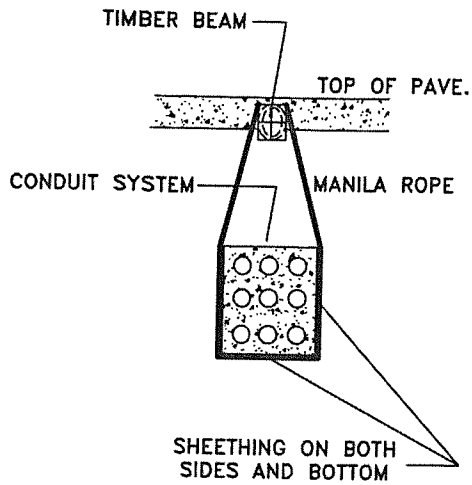
The contractor under this section of the specifications shall construct concrete base, pavement, sidewalk, driveway aprons, curb, curb and gutter sections, handicap ramps, and integral radius curb and walk. This includes the restoration of all adjacent surfaces which are disturbed by this construction at no cost to the City of Cleveland and/or Cleveland Public Power. Contractor shall take any and all measures necessary to ensure concrete is not defaced with graffiti, foot prints, tire tracks, and rocks, etc. by vandals.

April 2025

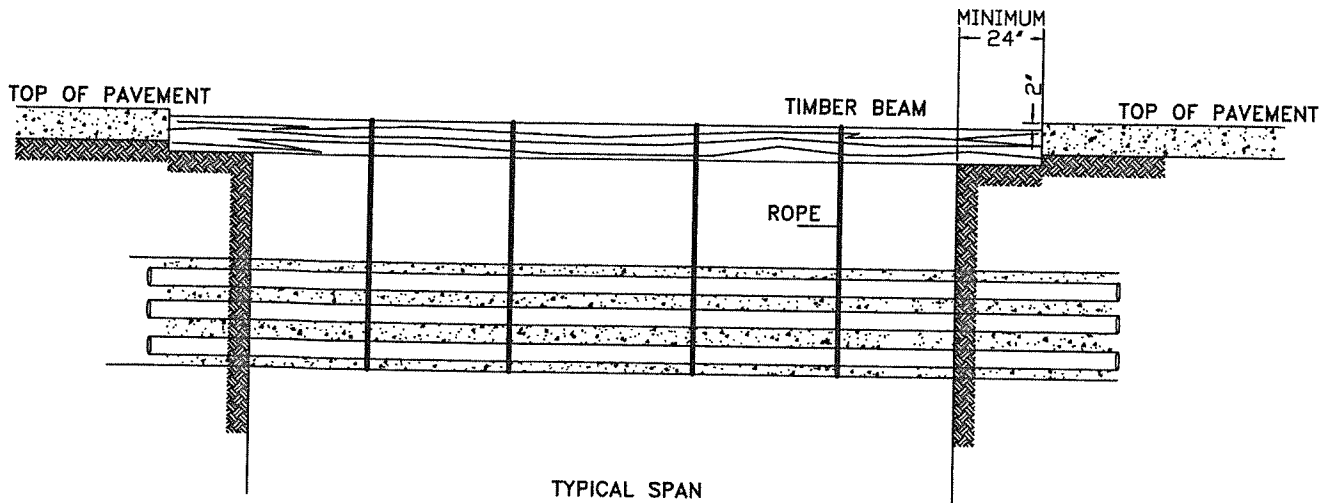
Exhibit J

CPP Temporary Duct Bank Support

(Sketch dtd. 3/8/2019)



SUPPORTS MUST BE BELOW PAVEMENT GRADE



NOTES:


THIS APPLICATION IS DESIGNED TO ALLOW THE INSTALLATION OF A STEEL PLATE OVER THE OPENING DURING NON-WORKING HOURS. THE ABOVE CONDITIONS WITH THE STEEL PLATE PLACED ON THE TIMBERS IS NOT DESIGNED TO SUPPORT TRAFFIC CONDITIONS DURING THE WINTER MONTHS.

THIS APPLICATION MAY BE USED ON ANY AND ALL CONDUIT FORMATIONS

TIMBERS MUST BE SIZED FOR THE LOAD BEING SUPPORTED AND MUST SPAN THE OPEN TRENCH AS SHOWN ABOVE.

USE 2" SHEETING ON BOTH SIDES AND THE BOTTOM OF THE CONDUIT SYSTEM.

ROPES MUST BE SIZED AND SPACED FOR THE LOAD BEING SUPPORTED.

						 CLEVELAND PUBLIC POWER ENGINEERING DEPARTMENT	
						TEMPORARY CONDUIT SUPPORT	
						DRAWN BY: M.D. JONES	SCALE:
						CHK'D BY: CHRISTOPHER HIRZEL	DATE: 3/8/2019
REVISION	DATE	DESCRIPTION	BY	APP'D.	REFERENCE DRAWING	NO.	DATE

April 2025

Exhibit K

CPP UG Installation Detail

(Sketch dtd. 12-15-11)

NOTE: USE 4000 PSI CONCRETE. ADD SUFFICIENT AMOUNT OF WATER; MIX TO BE FLOWABLE AND SELF-LEVELING.

GRADE

6" CONCRETE LEVELING MA

AGE	CATEGORY	N OF VISITS
12	2	1
10	3	2
20	2	5
20	8	9
30	6	5
30	7	6
30	5	7
40	9	9
40	10	6
40	11	10
40	12	11
40	13	12
40	14	12
40	13	13
40	15	11
40	16	15
40	17	16
40	18	17

MLL NUMBER	LENGTH
1-2	1
1-11	14
2-2	2
2-6	25
3-2	5
4-1	4
4-5	2
5-1	42
6-1	2
6-3	2
6-5	2
6-8	19
7-2	2
7-3	2
7-4	2
7-5	2
7-6	2
7-7	2
7-8	25
7-9	2

1. Pick a set of blocks to be finished with inside face of back plate.
2. Place against wall making joints in rows as evenly as possible.
3. Apply 5/8" thick layer of newspaper or mortar to seal the surface of back. If airproofing is desired, it is best to mortar over newspaper rather than newspaper alone.

for intermediate soil depths given results with 1 m² ground engineering
 1/1 P standard of cost and quality — Y. at Jordan Iron Works N. W. 1965
 2/1 P minimum standard.

NOTES

α° NECK	β° NECK	NECKING METHOD	COMPARISON
2° - 4° +	15°	$1-2^{\circ}$ TAPPING	$1-2^{\circ}$ NECKING
3° - 6°	21°	$1-2^{\circ}$ TAPPING	$1-2^{\circ}$ NECKING
4° - 8°	38°	$1-2^{\circ}$ TAPPING	$1-2^{\circ}$ NECKING

REVISED MECK RING SCHEDULE 1

REC. SIZE (INCHES) DIAMETER	WEIGHT	SOURCE POINTS CALCULATED
3"	2654	R-1,3,4
6"	4786	R-2,3,4
9"	6350	R-1,2,3
12"	8156	R-1,2,3,4

The use of rap rings and rock slings by other manufacturers must be equivalent to those of Norwalk Concrete Industries. See above for Norwalk catalog numbers.

NOTE.
THE CHORD LENGTH IN THE SPECIFIED LENGTH OF DUCT USED BETWEEN THE 2 COVERING TO CONSTRUCT BOTH VERTICAL AND HORIZONTAL CURVES. FOR CURVES HAVING RADIUS GREATER THAN 100 FEET, PLEASE CONSULT WITH INDEPENDENT ENGINEERING.

[illegible]

CONTRACT NUMBER	DATE RECEIVED
1	2-17
2	2-28
3	3-1
4	3-1
5	3-1

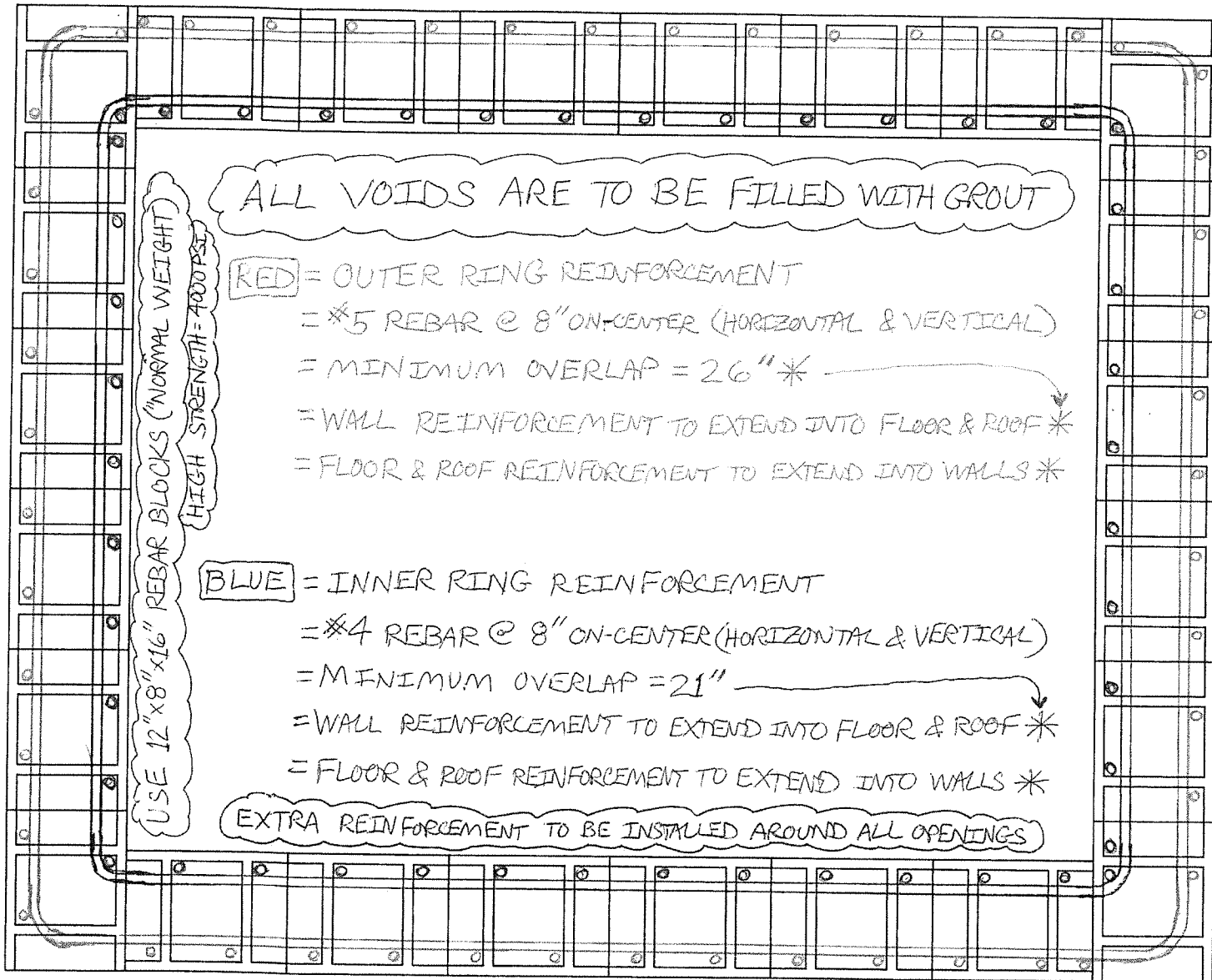
NOTE: DYSSES = APPROX. 1" PER CONDITION WORD

April 2025

Exhibit L

CPP Specs for CMU MH Walls (Plan View)

2016-02-10



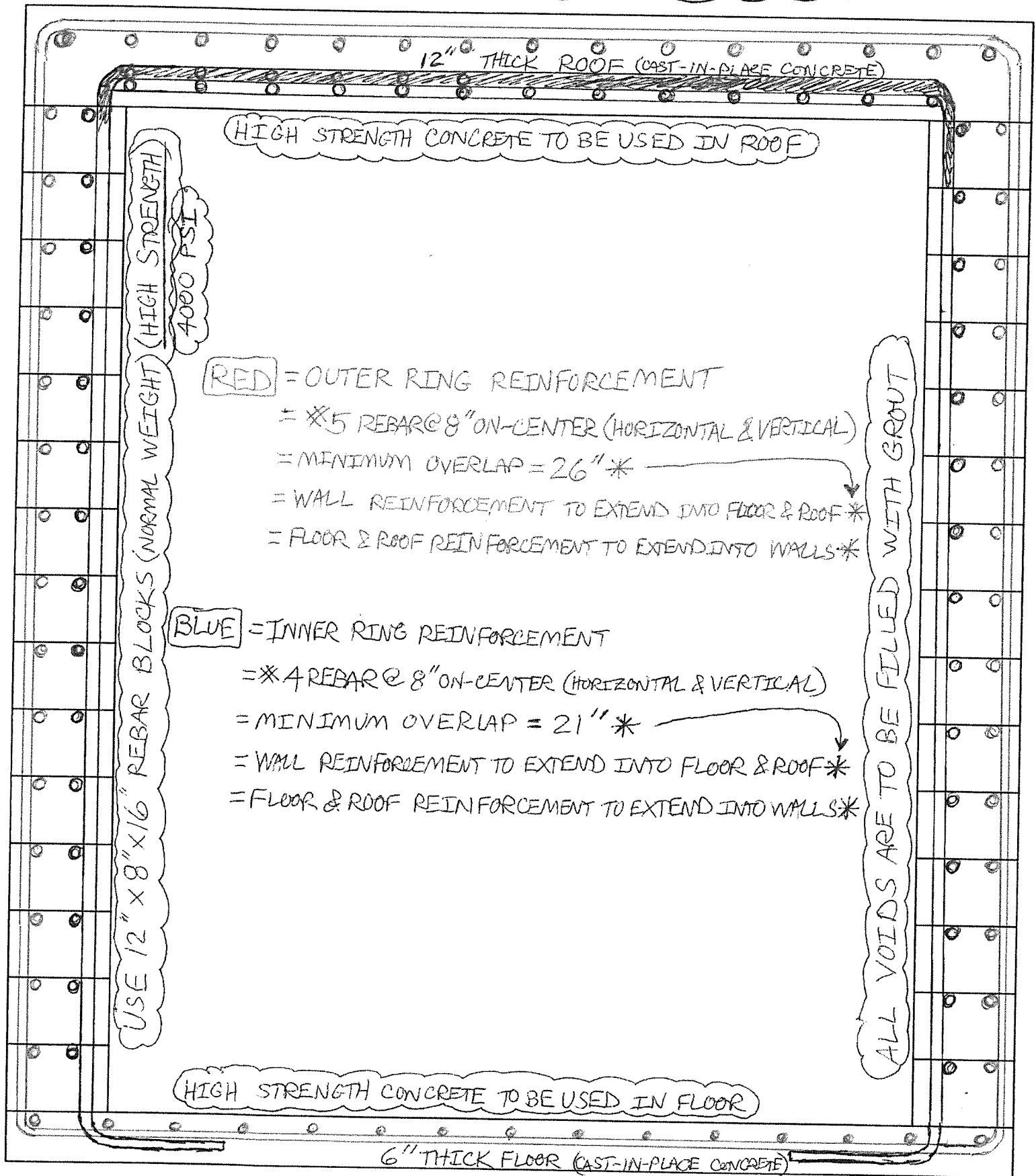
April 2025

Exhibit M

CPP Specs for CMU MH Walls (Profile View)

2016-02-10 cmh

EXTRA REINFORCEMENT TO BE INSTALLED AROUND ALL OPENINGS

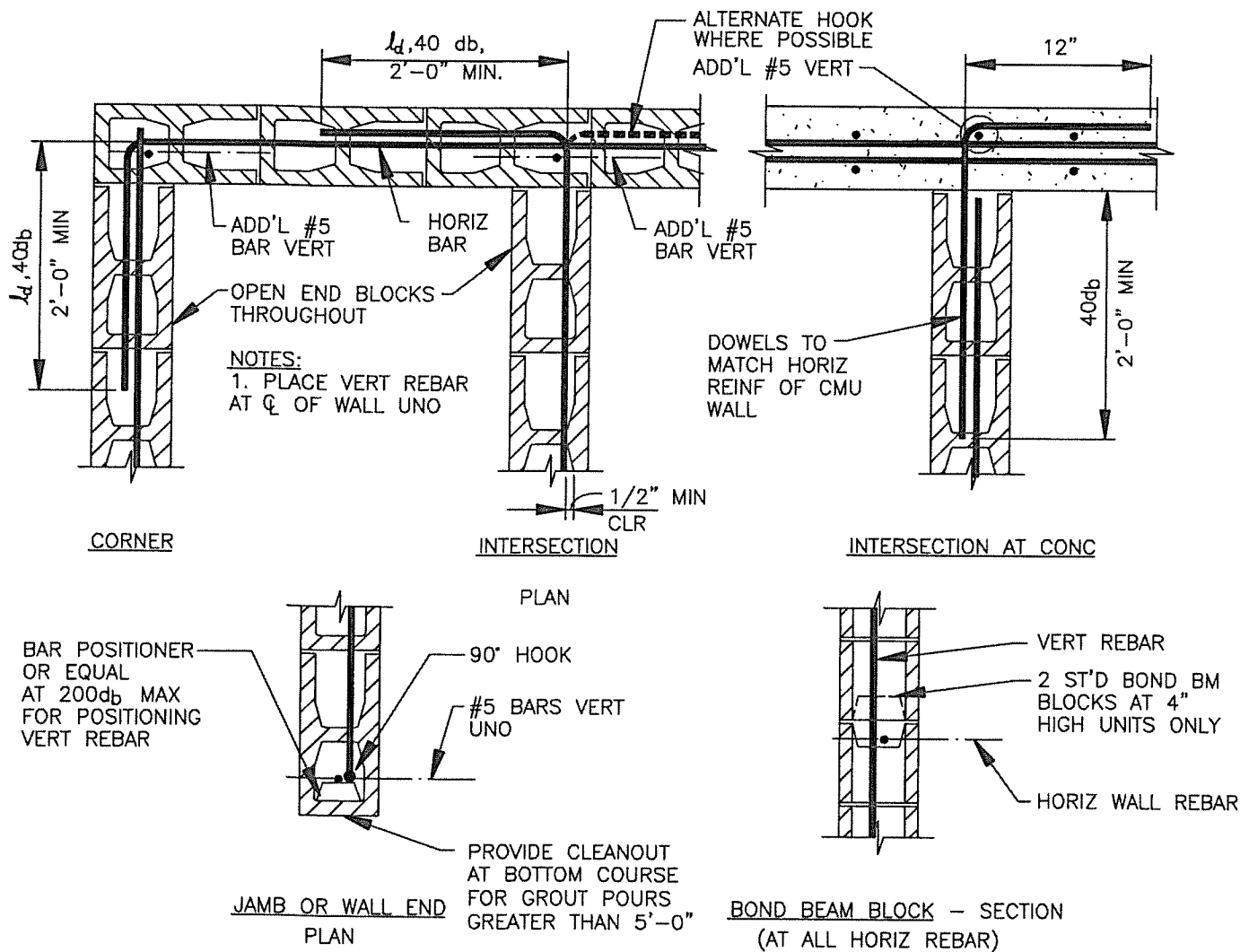


(2016-02-10) CMH (SPECIFICATIONS FOR CMU/MH WALLS, ROOF & FLOOR) (PROFILE VIEW)

April 2025

Exhibit N

Concrete Block Wall Reinforcement



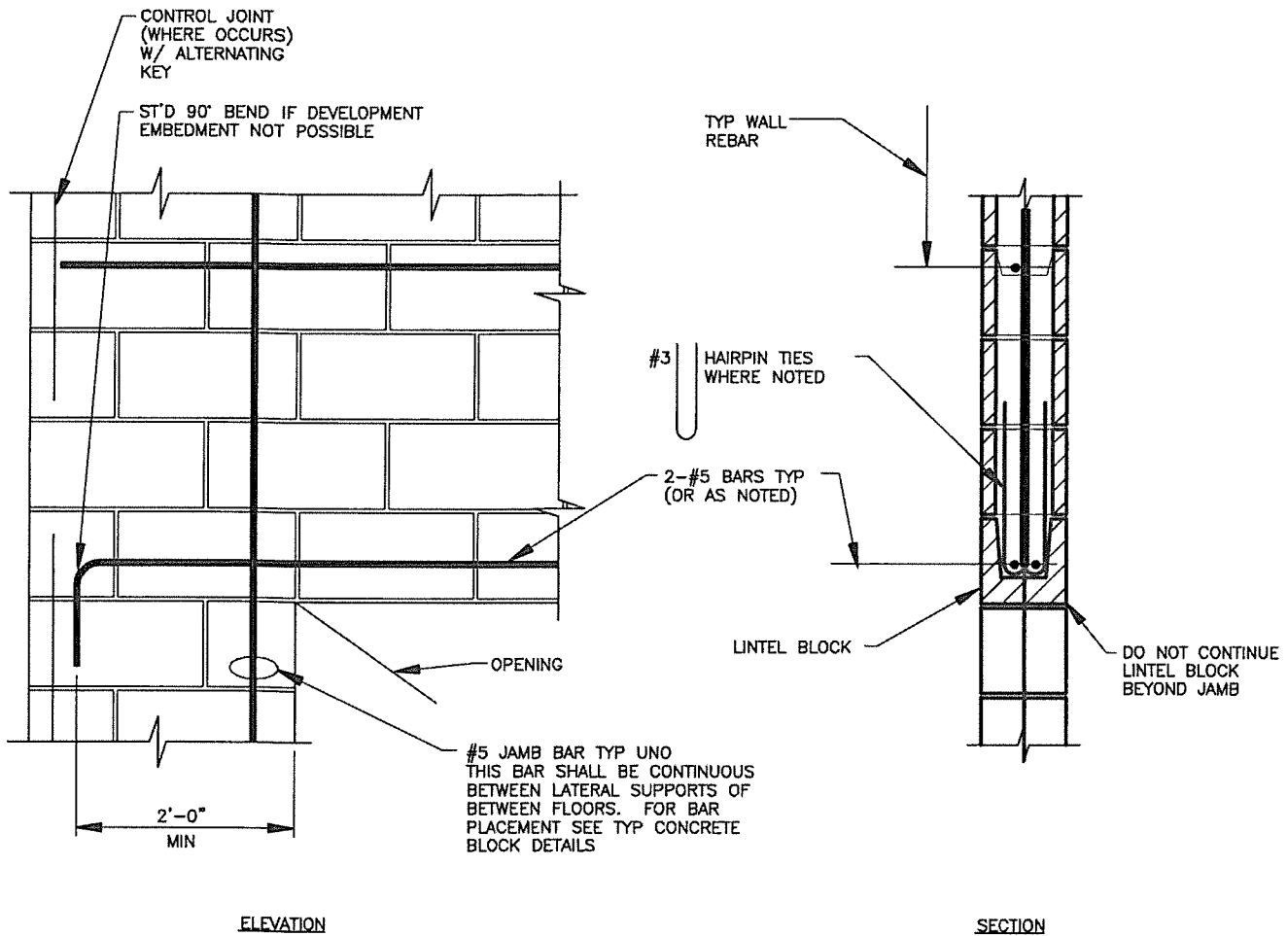
THIS DETAIL AS SHOWN IS INTENDED TO ILLUSTRATE A GENERAL CONCEPT OR METHOD OF CONSTRUCTION. DETAILS THAT SHOW DIFFERENT OR MODIFIED CONCEPTS OR METHODS CAN BE OF EQUAL VALIDITY AND SHOULD NOT BE EXCLUDED FROM CONSIDERATION. THIS DETAIL SHALL NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL AND SIGNATURE OF A LICENSED DESIGN PROFESSIONAL. THE PERSON USING THIS DETAIL SHALL BE RESPONSIBLE FOR ITS COMPLETE DESIGN AND PROPER APPLICATION.

FIGURE 1 CONCRETE BLOCK WALLS

April 2025

Exhibit O

Rebar CMU Wall Opening



THIS DETAIL AS SHOWN IS INTENDED TO ILLUSTRATE A GENERAL CONCEPT OR METHOD OF CONSTRUCTION. DETAILS THAT SHOW DIFFERENT OR MODIFIED CONCEPTS OR METHODS CAN BE OF EQUAL VALIDITY AND SHOULD NOT BE EXCLUDED FROM CONSIDERATION. THIS DETAIL SHALL NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL AND SIGNATURE OF A LICENSED DESIGN PROFESSIONAL. THE PERSON USING THIS DETAIL SHALL BE RESPONSIBLE FOR ITS COMPLETE DESIGN AND PROPER APPLICATION.

FIGURE 3 REBAR AT CMU WALL OPENING

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 PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

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

SUPPLEMENTAL
NOTICE TO BIDDERS

Subject: Submission 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.



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



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 <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/>
Federal Tax ID#/EIN:

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

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

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

RE-SUBCONTRACTING

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

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

Authorized Bidder Representative:			
Signature:		Date:	
Authorized Subcontractor Representative:			
Signature:		Date:	

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