

BID ADVERTISEMENT FOR THE WEEKS OF

September 6, 2023 & September 13, 2023

BID OPENS - THURSDAY OCTOBER 5, 2023

FILE NO. 142-23 Landscape Materials, Equipment Supplies & Services
FOR THE DIVISION OF WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES
AS AUTHORIZED BY ORDINANCE 473-2023. PASSED BY COUNCIL MAY 15,
2023.

**There will be a NON-MANDATORY Pre-Bid Meeting, Thursday, September 14,
2023 at 10:00 am., Via WebEx, to call into the meeting dial 1-415-655-0003,
Access Code 2307 676 7985.**

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



**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

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

Ordinance No. 473-2023

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

An emergency ordinance authorizing Director of Public Utilities to enter into one or more requirement contracts for landscape materials, equipment, supplies, and services needed for testing, maintaining, installing, repairing, and replacing landscaping at City-owned or leased Public Utility facilities and City right-of-ways, for the Divisions of Water, Water Pollution Control, and Cleveland Public Power, and the Office of Radio Communications, Department of Public Utilities, for a period of two years.

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

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

Section 1. That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period of two years of the necessary items of landscape materials, equipment, supplies, and services, including labor and materials, needed for testing, maintaining, installing, repairing, and replacing landscaping at City-owned or leased Public Utility facilities, including but not limited to turf areas, trees, shrubs, ground cover, tree trimming, rain gardens, bioswales and lawns at facilities and in City right-of-ways, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Divisions of Water, Water Pollution Control, and Cleveland Public Power, and the Office of Radio Communications, Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

Section 2. That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period of two years of the necessary items of landscape materials, supplies, and services, including labor and materials, to install, replace, and restore tree lawns damaged due to utility work performed by the Department of Public Utilities, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Divisions of Water, Water Pollution Control, Cleveland Public Power, and the Office of Radio Communications, Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control

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

Section 3. That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance. (RQN 2002, RL 2023-20)

Section 4. That under division (b) of Section 108 of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases and may enter into one or more contracts with the vendors selected through that cooperative process.

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

Approved May 15, 2023.

Effective May 16, 2023.

City of Cleveland

DEPARTMENT OF FINANCE
AHMED A. ABONAMAH
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 (Unit and extension) clearly and accurately presented?
- ☐ 3. 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? **Must be 5% of 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? **Must be 5% of 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

- ☐ 1. Did you read Item 13, the Equal Opportunity Clause, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- ☐ 2. Did you read Item 14, the OEO Notice to Bidders, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- ☐ 3. Did you complete OEO Schedules 1, 2, and 4 carefully and completely? Did you include signed Schedule 3's from all certified subcontractors?
- ☐ 4. If you are a Cleveland Area Small Business, minority business enterprise, or female business enterprise, did you include a copy of your own certificate?

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 Performance Bond if one is required in paragraph A-5a of INSTRUCTIONS TO BIDDERS, 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 (W-9)

- ☐ 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. Please contact the Division of Purchases and Supplies at 216-664-2620 if you have additional questions on how to complete this bid form.

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

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

A-2 FORM OF BID (BID FORM)

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

A-3 BIDDERS AFFIDAVIT

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

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

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

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

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

A-6 EXPLANATIONS WRITTEN OR ORAL

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

A-7 PRICE BIDS AND DISCOUNTS

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

A-8 BIDDER'S DESCRIPTION OF ITEMS

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

A-9 MANUFACTURER'S NAME

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

A-10 SAMPLES

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

A-11 TIME OF DELIVERY

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

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

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

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

A-13 REQUIREMENT CONTRACT DEFINED

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

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

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

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

A-15 LIMITATION OF PERIOD OF CONTRACT

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

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

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

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

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

Good faith participation shall include:

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

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

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

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

A-19 SUBCONTRACTING:

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

- b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.
- c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.
- d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <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 FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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. Also see *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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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 his or her 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 his or her 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. 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 1-800-772-1213. 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁵
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

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships*, earlier.

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

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. 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.

Visit 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. 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 filling herewith a bid to the City
of Cleveland in conformity with the foregoing specifications;

Individual only:

Affiant further says that the following is a complete and accurate list of the names and
addresses of all persons interested in said proposed contract: _____

_____ Affiant further says that he/she is represented by the following attorneys:

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

Partnership only:

Affiant further says that the following is a complete and accurate list of 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:

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: Landscape Materials, Equipment, Supplies and Services Needed to Test, Maintain, Install,
Repair and Replace Landscaping at Various Public Utilities Facilities and City Right-of-Ways

FOR: The Department of: Public Utilities

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

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

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

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

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

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

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

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

Complete: CORPORATION OR FIRM

Sign Here By _____

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

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

SUMMARY PAGE

**LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPLACE, IMPROVE,
RESTORE, AND REFURBISH LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES**

BALDWIN/FAIRMOUNT/KIRTLAND WATER WORKS PLANT	
TOTAL OF BID ITEM 1	_____
CROWN WATER WORKS PLANT/CROWN SHORE SHAFT	
TOTAL OF BID ITEM 2	_____
GARRETT A MORGAN WATER WORKS PLANT	
TOTAL OF BID ITEM 3	_____
NOTTINGHAM WATER WORKS PLANT	
TOTAL OF BID ITEM 4	_____
PARMA HEIGHTS/NORTH ROYALTON WATER FACILITIES	
TOTAL OF BID ITEM 5	_____
SECONDARY STATION SITES	
TOTAL OF BID ITEM 6	_____
WATER TOWER FACILITIES	
TOTAL OF BID ITEM 7	_____
MINDSZENTY PLAZA/PUBLIC UTILITIES BLDG/1825 LAKESIDE	
TOTAL OF BID ITEM 8	_____
WATER POLLUTION CONTROL	
TOTAL OF BID ITEM 9	_____
CLEVELAND PUBLIC POWER	
TOTAL OF BID ITEM 10	_____
OFFICE OF RADIO COMMUNICATION SITES	
TOTAL OF BID ITEM 11	_____
DISTRIBUTION AND MAINTENANCE 4600 HARVARD	
TOTAL OF BID ITEM 12	_____
GRAND TOTAL	_____

Company: _____

Signed: _____

Date: _____

BID - SCHEDULE OF ITEMS					BID PAGE <u>1</u> OF <u>5</u>	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023					STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES DIVISION CWD, WPC, CPP, ORC					CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES <input checked="" type="checkbox"/> STANDARD CONTRACT BID REQUIREMENT CONTRACT BID					AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME					DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 1	Landscape Installation at the Baldwin Water Works Stations (Baldwin, Fairmount, and Kirtland Stations) As Specified in Section C and Section D of the Attached Specification.					
1.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	each			
1.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	each			
1.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	each			
1.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	each			
1.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	each			
All Items Are Approximate Quantities. 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.						

BID - SCHEDULE OF ITEMS				BID PAGE <u>2</u> OF <u>5</u>	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				BIDDER MUST COMPLETE & SIGN BELOW	
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DEPARTMENT PUBLIC UTILITIES DIVISION CWD, WPC, CPP, ORC				CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES <div style="text-align: center; border: 1px solid black; width: 100px; margin: 0 auto;">X</div>				STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		AUTHORIZED SIGNATURE	
				DATE	
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 1	Landscape Installation at the Baldwin Water Works Stations (Baldwin, Fairmount, and Kirtland Stations) As Specified in Section C and Section D of the Attached Specification.				
1.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	each		
1.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	each		
1.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	100	each		
1.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	each		
1.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard		
All Items Are Approximate Quantities. 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					BID PAGE <u>3</u> OF <u>5</u>	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST COMPLETE & SIGN BELOW	
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					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT UTILITIES		DIVISION CWD, WPC, CPP, ORC		WATER & WPC		
CITY RECORD ADVERTISEMENT DATES			X		CITY STATE ZIP CODE	
			STANDARD CONTRACT BID		AUTHORIZED SIGNATURE	
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BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 1	Landscape Installation at the Baldwin Water Works Stations (Baldwin, Fairmount, and Kirtland Stations) As Specified in Section C and Section D of the Attached Specification.					
1.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard			
1.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
1.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
1.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard			
1.15	Furnish and install approved sod (<i>replacemant</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days	
FOR PURCHASING USE ONLY						
THE BID, OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.						
ITEM 7						

BID - SCHEDULE OF ITEMS <div style="text-align: center; font-size: small;"> Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 </div>					BID PAGE <u>4</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
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BUYER purchasing@city.cleveland.oh.us BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME					DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 1	Landscape Installation at the Baldwin Water Works Stations (Baldwin, Fairmount, and Kirtland Stations) As Specified in Section C and Section D of the Attached Specification.					
1.16	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	150	Each			
1.17	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	25	Each			
1.18	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	25	Each			
1.19	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	25	Each			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days	
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BUYER purchasing@city.cleveland.oh.us BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME					DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 1	Landscape Installation at the Baldwin Water Works Stations (Baldwin, Fairmount, and Kirtland Stations) As Specified in Section C and Section D of the Attached Specification.					
1.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
1.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
1.22	Funds that may be required Per Section C-35			\$5,000.00	\$5,000.00	
		TOTAL	Bid Item 1			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years				DELIVERY (Days)	PAYMENT DISCOUNT % Days	
FOR PURCHASING USE ONLY						
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ITEM 7						

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: Baldwin Water Works Stations

CONTRACTOR: _____

PHONE: _____

PLAN/BLDG. MANAGER: _____

PHONE: _____

PRE-APPROVAL BY: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
1.01	Deciduous shade tree, 3-inch caliper			
1.02	Evergreen tree, 10 feet high			
1.03	Deciduous ornamental tree, 2.5-inch caliper			
1.04	Deciduous shrub, 24 inch height			
1.05	Evergreen shrub, 24 inch height			
1.06	Groundcover plant, No. 1 container			
1.07	Perennial plant, clump form, No. 1 container			
1.08	Annual plant, 4.5-inch container			
1.09	Perennial Bulb (each)			
1.10	Grass Seeding (square yard)			
1.11	Topsoil, 4" Depth (cubic yard)			
1.12	Hardwood Mulch; 2" Depth (cubic yard)			
1.13	Decorative Stone; 2" Depth (square yard)			
1.14	Weed Control Matting (square yard)			
1.15	Sod (replacement - square yard)			
1.16	Shrub Removal, less than or equal to 6 foot height			
1.17	Shrub Removal, greater than 6 foot height			
1.18	Tree Removal, less than or equal to 1.50 inch caliper			
1.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
1.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
1.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS <div style="font-size: small; margin-top: 5px;"> Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 </div>				BID PAGE <u> 1 </u> OF <u> 5 </u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPLACE, IMPROVE, RESTORE, AND REFURBISH LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES				NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023				STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME	
DATE				AUTHORIZED SIGNATURE	
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 2	Landscape Installation at the Crown Water Plant As Specified in Section C and Section D of the Attached Specification.				
2.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	each		
2.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	each		
2.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	each		
2.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	each		
2.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	each		
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days
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ITEM 7					

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>					BID PAGE <u>2</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
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DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC				
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE		
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		DATE
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Bid Item 2	Landscape Installation at the Crown Water Plant As Specified in Section C and Section D of the Attached Specification.					
2.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	each			
2.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	each			
2.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant	100	each			
2.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	each			
2.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including routine fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years. 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.				DELIVERY (Days)	PAYMENT DISCOUNT	
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BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>					BID PAGE <u>3</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
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CITY RECORD ADVERTISEMENT DATES <div style="border: 1px solid black; padding: 2px; display: inline-block; text-align: center;">X</div>					STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME					AUTHORIZED SIGNATURE	
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	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 2	Landscape Installation at the Crown Water Plant As Specified in Section C and Section D of the Attached Specification.					
2.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard			
2.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
2.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
2.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard			
2.15	Furnish and install approved sod (<i>replacemant</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years				DELIVERY (Days)	PAYMENT DISCOUNT % Days	
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Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE	
DESCRIPTION				QUANTITY	UNITS
Bid Item 2	Landscape Installation at the Crown Water Plant As Specified in Section C and Section D of the Attached Specification.				
2.16	Removal of schrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.			150	Each
2.17	Removal of schrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.			25	Each
2.18	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.			25	Each
2.19	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.			25	Each
	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.				
All Items are Approximate Quantities. 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	

ITEM 7

BID - SCHEDULE OF ITEMS				BID PAGE <u>5</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		AUTHORIZED SIGNATURE	
				DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 2	Landscape Installation at the Crown Water Plant As Specified in Section C and Section D of the Attached Specification.				
2.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each		
2.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each		
2.22	Funds that may be required Per Section C-35			\$5,000.00	\$5,000.00
		TOTAL	BID ITEM 2		
All Items Are Approximate Quantities. 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			
ITEM 7					

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: Crown Water Works Stations

CONTRACTOR: _____

PHONE: _____

PLAN/BLDG. MANAGER: _____

PHONE: _____

PRE-APPROVAL BY: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
2.01	Deciduous shade tree, 3-inch caliper			
2.02	Evergreen tree, 10 feet high			
2.03	Deciduous ornamental tree, 2.5-inch caliper			
2.04	Deciduous shrub, 24 inch height			
2.05	Evergreen shrub, 24 inch height			
2.06	Groundcover plant, No. 1 container			
2.07	Perennial plant, clump form, No. 1 container			
2.08	Annual plant, 4.5-inch container			
2.09	Perennial Bulb (each)			
2.10	Grass Seeding (square yard)			
2.11	Topsoil, 4" Depth (cubic yard)			
2.12	Hardwood Mulch; 2" Depth (cubic yard)			
2.13	Decorative Stone; 2" Depth (square yard)			
2.14	Weed Control Matting (square yard)			
2.15	Sod (replacement - square yard)			
2.16	Shrub Removal, less than or equal to 6 foot height			
2.16	Shrub Removal, greater than 6 foot height			
2.18	Tree Removal, less than or equal to 1.50 inch caliper			
2.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
2.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
2.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS <div style="text-align: center; font-size: small;"> Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 </div>						BID PAGE <u>1</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW																																				
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BUYER purchasing@city.cleveland.oh.us						BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME																																				
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="width: 5%;">DESCRIPTION</th> <th style="width: 15%;">QUANTITY</th> <th style="width: 10%;">UNITS</th> <th style="width: 15%;">UNIT PRICE</th> <th style="width: 15%;">EXTENSION</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> Bid Item 3 Landscape Installation at the Garrett A. Morgan Water Plant As Specified in Section C and Section D of the Attached Specification. </td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> 3.01 Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material. </td> <td style="text-align: center; vertical-align: bottom;">3</td> <td style="text-align: center; vertical-align: bottom;">Each</td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> 3.02 Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material. </td> <td style="text-align: center; vertical-align: bottom;">2</td> <td style="text-align: center; vertical-align: bottom;">Each</td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> 3.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material. </td> <td style="text-align: center; vertical-align: bottom;">4</td> <td style="text-align: center; vertical-align: bottom;">Square Yard</td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> 3.04 Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material. </td> <td style="text-align: center; vertical-align: bottom;">5</td> <td style="text-align: center; vertical-align: bottom;">Each</td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> 3.05 Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material. </td> <td style="text-align: center; vertical-align: bottom;">5</td> <td style="text-align: center; vertical-align: bottom;">Each</td> <td></td> <td></td> </tr> </tbody> </table> </div> <div style="width: 35%; font-size: x-small;"> All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years. 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. </div> </div>						DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	Bid Item 3 Landscape Installation at the Garrett A. Morgan Water Plant As Specified in Section C and Section D of the Attached Specification.					3.01 Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each			3.02 Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each			3.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Square Yard			3.04 Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			3.05 Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			AUTHORIZED SIGNATURE DATE	
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<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> ORDINANCE NO. 473-2023 </div> <div style="width: 30%;"> PASSED May 15, 2023 </div> <div style="width: 30%;"> SIGNED May 16, 2023 </div> </div>						STREET ADDRESS	
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<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> BUYER purchasing@city.cleveland.oh.us </div> <div style="width: 30%;"> BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME </div> </div>						DATE	
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	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION		
Bid Item 3	Landscape Installation at the Garrett A. Morgan Water Plant As Specified in Section C and Section D of the Attached Specification.						
3.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each				
3.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each				
3.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant	100	Square Yard				
3.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	Each				
3.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard				
All Items Are Approximate Quantities. 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					BID PAGE <u>5</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		
					AUTHORIZED SIGNATURE	
					DATE	
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 3	Landscape Installation at the Garrett A. Morgan Water Plant As Specified in Section C and Section D of the Attached Specification.					
3.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
3.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
3.22	Funds that may be required Per Section C-35			\$5,000.00	\$5,000.00	
		TOTAL	BID ITEM 3			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days	
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LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: Morgan Water Works

CONTRACTOR: _____

PLAN/BLDG. MANAGER: _____

PRE-APPROVAL BY: _____

PHONE: _____

PHONE: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
3.01	Deciduous shade tree, 3-inch caliper			
3.02	Evergreen tree, 10 feet high			
3.03	Deciduous ornamental tree, 2.5-inch caliper			
3.04	Deciduous shrub, 24 inch height			
3.05	Evergreen shrub, 24 inch height			
3.06	Groundcover plant, No. 1 container			
3.07	Perennial plant, clump form, No. 1 container			
3.08	Annual plant, 4.5-inch container			
3.09	Perennial Bulb (each)			
3.10	Grass Seeding (square yard)			
3.11	Topsoil, 4" Depth (cubic yard)			
3.12	Hardwood Mulch; 2" Depth (cubic yard)			
3.13	Decorative Stone; 2" Depth (square yard)			
3.14	Weed Control Matting (square yard)			
3.15	Sod (replacement - square yard)			
3.16	Shrub Removal, less than or equal to 6 foot height			
3.16	Shrub Removal, greater than 6 foot height			
3.18	Tree Removal, less than or equal to 1.50 inch caliper			
3.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
3.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
3.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>					BID PAGE <u>1</u> OF <u>6</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT-OF-WAYS					NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023					STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES			DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES			<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER		BID OPENING			12:00 O'CLOCK NOON OFFICIAL TIME	
DATE						
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 4	Landscape Installation at the Nottingham Water Plant As Specified in Section C and Section D of the Attached Specification.					
4.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each			
4.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each			
4.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Each			
4.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	5	Each			
4.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			
All Items Are Approximate Quantities. 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.						
ITEM 7						

BID - SCHEDULE OF ITEMS					BID PAGE <u>2</u> OF <u>6</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM	
TITLE OF BID	TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					
ORDINANCE NO. 473-2023		PASSED May 15, 2023	SIGNED May 16, 2023	STATE ZIP CODE		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		AUTHORIZED SIGNATURE		
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		DATE
BUYER	BID OPENING			12:00 O'CLOCK NOON OFFICIAL TIME		
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 4	Landscape Installation at the Nottingham Water Plant As Specified in Section C and Section D of the Attached Specification.					
4.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.		50	each		
4.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.		50	each		
4.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.		100	each		
4.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.		100	each		
4.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee		50	Square Yard		
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years, With Two One (1) Year Options To Renew.				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		
ITEM 7						

BID - SCHEDULE OF ITEMS						BID PAGE 3 OF 6 BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114						NAME OF FIRM	
TITLE OF BID						STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		CITY STATE ZIP CODE	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
CITY RECORD ADVERTISEMENT DATES		X		12:00 O'CLOCK NOON OFFICIAL TIME		DATE	
BUYER		BID OPENING					
DESCRIPTION				QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 4	Landscape Installation at the Nottingham Water Plant As Specified in Section C and Section D of the Attached Specification.						
4.11	Furnish and install <i>Penngift</i> inoculated crown vetch seed mixture (supplied by Ernst Crown Vetch Farms) on all disturbed slope areas designated by the Plant Manager or his designee; including rootline fertilizer on prepared topsoil, mulching with 2-inch depth of loose straw, watering and maintenance as required with guarantee			50	Square Yard		
4.12	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.			20	Cubic Yard		
4.13	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.			50	Cubic Yard		
4.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.			25	Square Yard		
4.15	Furnish and install approved sod (<i>replacemant</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)			50	Square Yard		
All Items Are Approximate Quantities. 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						BID PAGE <u>4</u> OF <u>6</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114						NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS						STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		CITY STATE ZIP CODE	
DEPARTMENT UTILITIES		DIVISION CWD, WPC, CPP, ORC		WATER & WPC		AUTHORIZED SIGNATURE	
CITY RECORD ADVERTISEMENT DATES				X		REQUIREMENT CONTRACT BID	
BUYER		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		DATE	
DESCRIPTION		QUANTITY		UNITS		UNIT PRICE	
EXTENSION							
Bid Item 4	Landscape Installation at the Nottingham Water Plant As Specified in Section C and Section D of the Attached Specification.						
4.16	Prune, limb-up, remove dead wood and shape shrubs less than	25	Each				
	or equal to 6-feet height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.						
4.17	Prune, limb-up, remove dead wood and shape shrubs greater than	50	Each				
	6-feet height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.						
4.18	Prune, limb-up, remove dead wood and shape trees less than	5	Each				
	or equal to 1.50 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.						
4.19	Prune, limb-up, remove dead wood and shape trees greater than	10	Each				
	1.50 inch and up to and equal to 12 inches caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.						
4.20	Prune, limb-up, remove dead wood and shape trees greater than	25	Each				
	12 inch and up to and equal to 24 inches caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.						
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.						DELIVERY (Days)	PAYMENT DISCOUNT % Days
						FOR PURCHASING USE ONLY	

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

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

BIDDER MUST

COMPLETE & SIGN BELOW

NAME OF FIRM

TITLE OF BID

LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE,
LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS

STREET ADDRESS

ORDINANCE NO.
473-2023

PASSED
May 15, 2023

SIGNED May 16, 2023

DEPARTMENT
PUBLIC UTILITIES

DIVISION
CWD, WPC, CPP, ORC

STANDARD CONTRACT BID
REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER

BID OPENING

12:00 O'CLOCK NOON
OFFICIAL TIME

DATE _____

[illegible]

QUANTITY	UNIT PRICE	TOTAL PRICE
1	100	100
2	200	400
3	300	900
4	400	1600
5	500	2500
6	600	3600
7	700	4900
8	800	6400
9	900	8100
10	1000	10000

UNITS

UNIT PRICE

EXTENSION

Bid Item 4

Landscape Installation at the Nottingham Water Plant
As Specified in Section C and Section D of the
Attached Specification.

4.21 Prune, limb-up, remove dead wood and shape trees **greater than**

3

Each

24 inch caliper as directed and tagged by Plant Manager or his designee. Trees to be "limbed-up" to a minimum of twenty (20) feet over roadways and twelve (12) feet over turf and/or walks. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.

150

Each

4.22	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.
------	--

25

Each

4.23	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.
------	---

25

Each

4.24	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.
------	---

25

Each

4.25	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.
------	--

	DELIVERY (Days)
--	--------------------

PAYMENT DISCOUNT	
------------------	--

%	Days
---	------

All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.

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

ITEM 7

BID - SCHEDULE OF ITEMS					BID PAGE 6 OF 6 BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		
BUYER		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		
				DATE		
DESCRIPTION					QUANTITY	UNITS
UNIT PRICE					EXTENSION	
Bid Item 4	Landscape Installation at the Nottingham Water Plant As Specified in Section C and Section D of the Attached Specification.					
4.26	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.				3	Each
4.27	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.				3	Each
4.28	Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along security perimeter using "Brush-hog" or equivalent equipment when directed by Plant Manager or his designee.				100	Square Yards
					TOTAL	BID ITEM 4
All Items Are Approximate Quantities. 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	
ITEM 7						

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

NOTTINGHAM WATER PLANT

CONTRACTOR: _____

PHONE: _____

PLAN/BLDG. MANAGER: _____

PHONE: 216-664-3092

PRE-APPROVAL BY: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
4.01	Deciduous shade tree, 3-inch caliper			
4.02	Evergreen tree, 10 feet high			
4.03	Deciduous ornamental tree, 2.5-inch caliper			
4.04	Deciduous shrub, 24 inch height			
4.05	Evergreen shrub, 24 inch height			
4.06	Groundcover plant, No. 1 container			
4.07	Perennial plant, clump form, No. 1 container			
4.08	Annual plant, 4.5-inch container			
4.09	Perennial Bulb (each)			
4.10	Grass Seeding (square yard)			
4.11	Crown Vetch Seeding			
4.12	Topsoil, 4" Depth (cubic yard)			
4.13	Hardwood Mulch; 2" Depth (cubic yard)			
4.14	Weed Control Matting (square yard)			
4.15	Sod (replacement - square yard)			
4.16	Shrub Pruning, less than or equal to 6-feet height			
4.17	Shrub Pruning, greater than 6-feet height			
4.18	Tree Pruning, less than or equal to 1.50 inch caliper			
4.19	Tree Pruning, greater than 1.5 inches up to or equal to 12 inch caliper			
4.20	Tree Pruning, greater than 12 inches up to or equal to 24 inch caliper			
4.21	Tree Pruning, greater 24 inch caliper			
4.22	Shrub Removal, less than or equal to 6 foot height			
4.23	Shrub Removal, greater than 6 foot height			
4.24	Tree Removal, less than or equal to 1.50 inch caliper			
4.25	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
4.26	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
4.27	Tree Removal, greater than 24 inches			
4.28	"Brush-hog" security perimeter			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

<div style="text-align: center;"> BID - SCHEDULE OF ITEMS Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 </div>				BID PAGE <u>1</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023				STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 5	Landscape Installation at the Parma Heights & North Royalton Water Facilities As Specified in Section C and Section D of the Attached Specification.				
5.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each		
5.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each		
5.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Each		
5.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each		
5.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each		
All Items Are Approximate Quantities. 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.					
ITEM 7					

BID - SCHEDULE OF ITEMS					BID PAGE 2 OF 5	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
<div style="display: flex; justify-content: space-between;"> <div>ORDINANCE NO. 473-2023</div> <div>PASSED May 15, 2023</div> <div>SIGNED May 16, 2023</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>DEPARTMENT PUBLIC UTILITIES</div> <div>DIVISION CWD, WPC, CPP, ORC</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>CITY RECORD ADVERTISEMENT DATES</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">X</div> <div>STANDARD CONTRACT BID REQUIREMENT CONTRACT BID</div> </div>					STREET ADDRESS	
BUYER purchasing@city.cleveland.oh.us					CITY STATE ZIP CODE	
BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME					AUTHORIZED SIGNATURE	
					DATE	
Bid Item	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
5	Landscape Installation at the Parma Heights & North Royalton Water Facilities As Specified in Section C and Section D of the Attached Specification.					
5.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each			
5.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each			
5.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant	100	Each			
5.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	Each			
5.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard			
All Items Are Approximate Quantities. 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.						
ITEM 7						

BID - SCHEDULE OF ITEMS				BID PAGE <u>3</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME	
				AUTHORIZED SIGNATURE	
				DATE	
Bid Item	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
5	Landscape Installation at the Parma Heights & North Royalton Water Facilities As Specified in Section C and Section D of the Attached Specification.				
5.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard		
5.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard		
5.13	Furnish and install decorative stone, to a minimum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot		
5.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard		
5.15	Furnish and install approved sod (<i>replacemant</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard		
All Items Are Approximate Quantities. 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.		ITEM 7			

FOR PURCHASING USE ONLY

BID - SCHEDULE OF ITEMS				BID PAGE 4 OF 5 BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME	
DATE					
DESCRIPTION				QUANTITY	UNITS
UNIT PRICE				EXTENSION	
Bid Item 5	Landscape Installation at the Parma Heights & North Royalton Water Facilities As Specified in Section C and Section D of the Attached Specification.				
5.16	Removal of schrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.			150	Each
5.17	Removal of schrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.			25	Each
5.18	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.			25	Each
5.19	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.			25	Each
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days
				FOR PURCHASING USE ONLY	
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.					

BID - SCHEDULE OF ITEMS					BID PAGE <u>5</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW			
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM			
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS			
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023				
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE				
CITY RECORD ADVERTISEMENT DATES		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE				
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE				
DESCRIPTION					QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 5	Landscape Installation at the Parma Heights & North Royalton Water Facilities As Specified in Section C and Section D of the Attached Specification.							
5.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.				3	Each		
5.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.				3	Each		
5.22	Funds that may be required Per Section C-35						\$5,000.00	\$5,000.00
					TOTAL	BID ITEM 5		
All Items are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.							DELIVERY (Days)	PAYMENT DISCOUNT % Days
							FOR PURCHASING USE ONLY	

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

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: Parma Heights & North Royalton Water Facilities

CONTRACTOR: _____

PHONE: _____

PLAN/BLDG. MANAGER: _____

PHONE: _____

PRE-APPROVAL BY: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
5.01	Deciduous shade tree, 3-inch caliper			
5.02	Evergreen tree, 10 feet high			
5.03	Deciduous ornamental tree, 2.5-inch caliper			
5.04	Deciduous shrub, 24 inch height			
5.05	Evergreen shrub, 24 inch height			
5.06	Groundcover plant, No. 1 container			
5.07	Perennial plant, clump form, No. 1 container			
5.08	Annual plant, 4.5-inch container			
5.09	Perennial Bulb (each)			
5.10	Grass Seeding (square yard)			
5.11	Topsoil, 4" Depth (cubic yard)			
5.12	Hardwood Mulch; 2" Depth (cubic yard)			
5.13	Decorative Stone; 2" Depth (square yard)			
5.14	Weed Control Matting (square yard)			
5.15	Sod (replacement - square yard)			
5.16	Shrub Removal, less than or equal to 6 foot height			
5.17	Shrub Removal, greater than 6 foot height			
5.18	Tree Removal, less than or equal to 1.50 inch caliper			
5.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
5.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
5.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS

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

BID PAGE 1 OF 5

BIDDER MUST

COMPLETE & SIGN BELOW

NAME OF FIRM

STREET ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

DATE

TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS

ORDINANCE NO.
473-2023

PASSED

May 15, 2023

SIGNED

May 16, 2023

DEPARTMENT
PUBLIC UTILITIES

DIVISION

CWD, WPC, CPP, ORC

CITY RECORD ADVERTISEMENT DATES

X

STANDARD CONTRACT BID

REQUIREMENT CONTRACT BID

BUYER
purchasing@city.cleveland.oh.us

BID OPENING

12:00 O'CLOCK NOON
OFFICIAL TIME

DESCRIPTION

QUANTITY

UNITS

UNIT PRICE

EXTENSION

Bid Item 6 Landscape Installation at Secondary Station Sites
As Specified in Section C and Section D of the
Attached Specification.

6.01 Deciduous shade tree, 3-inch caliper, bagged and burlaped
inside a wire basket, furnished and installed including staking,
guying and mulching as per Details #DD-1/X, #DD-3/X
and #DD-5/X. Replacement material shall match
removed material.

3

Each

6.02 Evergreen tree, 10 feet high, bagged and burlaped
inside a wire basket, furnished and installed including staking,
guying and mulching as per Details #DD-1/X, #DD-3/X
and #DD-4/X. Replacement material shall match
removed material.

2

Each

6.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped
inside a wire basket, furnished and installed including staking,
guying and mulching as per Details #DD-1/X, #DD-3/X
and #DD-5/X. Replacement material shall match
removed material.

4

Each

6.04 Deciduous shrub, 24 inch height, bagged and burlaped
inside a wire basket, furnished and installed including staking,
guying and mulching as per Details #DD-1/X and #DD-2/X
Replacement material shall match
removed material.

5

Each

6.05 Evergreen shrub, 24 inch height, bagged and burlaped
inside a wire basket, furnished and installed including staking,
guying and mulching as per Details #DD-1/X and #DD-2/X
Replacement material shall match
removed material.

5

Each

All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.

DELIVERY
(Days)

PAYMENT DISCOUNT

% Days

FOR PURCHASING USE ONLY

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

ITEM 7

BID - SCHEDULE OF ITEMS				BID PAGE <u>2</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME	
DATE					
Bid Item	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 6	Landscape Installation at Secondary Station Sites As Specified in Section C and Section D of the Attached Specification.				
6.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each		
6.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each		
6.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant	100	Each		
6.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	Each		
6.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard		
All Items Are Approximate Quantities. 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 <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>					BID PAGE <u>3</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023					STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES DIVISION CWD, WPC, CPP, ORC					CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES <div style="border: 1px solid black; width: 100px; height: 15px; text-align: center; margin: 0 auto;">X</div> STANDARD CONTRACT BID REQUIREMENT CONTRACT BID					AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME					DATE	
Bid Item	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
6	Landscape Installation at Secondary Station Sites As Specified in Section C and Section D of the Attached Specification.					
6.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard			
6.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
6.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
6.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard			
6.15	Furnish and install approved sod (<i>replacemant</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard			
All Items Are Approximate Quantities. 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.						
ITEM 7						

BID - SCHEDULE OF ITEMS <div style="text-align: center; font-size: small;"> Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 </div>				BID PAGE <u>4</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				NAME OF FIRM	
<div style="display: flex; justify-content: space-between;"> <div>ORDINANCE NO. 473-2023</div> <div>PASSED May 15, 2023</div> <div>SIGNED May 16, 2023</div> </div>				STREET ADDRESS	
<div style="display: flex; justify-content: space-between;"> <div>DEPARTMENT PUBLIC UTILITIES</div> <div>DIVISION CWD, WPC, CPP, ORC</div> </div>				CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES <div style="text-align: center;">X</div> STANDARD CONTRACT BID REQUIREMENT CONTRACT BID				AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME	
DATE					
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 6	Landscape Installation at Secondary Station Sites As Specified in Section C and Section D of the Attached Specification.				
6.16	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	150	Each		
6.17	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	25	Each		
6.18	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	25	Each		
6.19	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	25	Each		
All Items Are Approximate Quantities. 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			

ITEM 7

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>				BID PAGE <u>5</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS				NAME OF FIRM	
<div style="display: flex; justify-content: space-between;"> <div>ORDINANCE NO. 473-2023</div> <div>PASSED May 15, 2023</div> <div>SIGNED May 16, 2023</div> </div>				STREET ADDRESS	
<div style="display: flex; justify-content: space-between;"> <div>DEPARTMENT PUBLIC UTILITIES</div> <div>DIVISION CWD, WPC, CPP, ORC</div> </div>				CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES <div style="border: 1px solid black; width: 100px; text-align: center; margin: 0 auto;">X</div>				AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME				DATE	
DESCRIPTION QUANTITY UNITS UNIT PRICE EXTENSION					
Bid Item 6	Landscape Installation at Secondary Station Sites As Specified in Section C and Section D of the Attached Specification.				
6.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each		
6.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each		
6.22	Funds that may be required Per Section C-35			\$5,000.00	\$5,000.00
		TOTAL	BID ITEM 6		
All Items Are Approximate Quantities. 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			

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: Secondary Stations Sites

CONTRACTOR: _____

PHONE: _____

PLAN/BLDG. MANAGER: _____

PHONE: _____

PRE-APPROVAL BY: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
6.01	Deciduous shade tree, 3-inch caliper			
6.02	Evergreen tree, 10 feet high			
6.03	Deciduous ornamental tree, 2.5-inch caliper			
6.04	Deciduous shrub, 24 inch height			
6.05	Evergreen shrub, 24 inch height			
6.06	Groundcover plant, No. 1 container			
6.07	Perennial plant, clump form, No. 1 container			
6.08	Annual plant, 4.5-inch container			
6.09	Perennial Bulb (each)			
6.10	Grass Seeding (square yard)			
6.11	Topsoil, 4" Depth (cubic yard)			
6.12	Hardwood Mulch; 2" Depth (cubic yard)			
6.13	Decorative Stone; 2" Depth (square yard)			
6.14	Weed Control Matting (square yard)			
6.15	Sod (replacement - square yard)			
6.16	Shrub Removal, less than or equal to 6 foot height			
6.17	Shrub Removal, greater than 6 foot height			
6.18	Tree Removal, less than or equal to 1.50 inch caliper			
6.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
6.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
6.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS					BID PAGE <u>1</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES			DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES			<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME			DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 7	Landscape Installation at Tower Facilities As Specified in Section C and Section D of the Attached Specification.					
7.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each			
7.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each			
7.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Each			
7.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			
7.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			
All Items Are Approximate Quantities. 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					BID PAGE <u>2</u> OF <u>5</u>	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID					NAME OF FIRM	
LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE		
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE		
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 7	Landscape Installation at Water Tower Facilities As Specified in Section C and Section D of the Attached Specification.					
7.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each			
7.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each			
7.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	100	Each			
7.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	Each			
7.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard			
All Items Are Approximate Quantities. 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 <div style="text-align: center; font-size: small;"> Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 </div>					BID PAGE <u>3</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023					STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES			DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES			<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;">X</div>		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME			AUTHORIZED SIGNATURE	
DATE						
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 7	Landscape Installation at Water Tower Facilities As Specified in Section C and Section D of the Attached Specification.					
7.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard			
7.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
7.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
7.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard			
7.15	Furnish and install approved sod (<i>replacemant</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard			
All Items Are Approximate Quantities. 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.						
ITEM 7						
FOR PURCHASING USE ONLY						

BID - SCHEDULE OF ITEMS						BID PAGE <u>4</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW							
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114						NAME OF FIRM							
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS						STREET ADDRESS							
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		CITY STATE ZIP CODE							
DEPARTMENT UTILITIES		DIVISION CWD, WPC, CPP, ORC		WATER & WPC		AUTHORIZED SIGNATURE							
CITY RECORD ADVERTISEMENT DATES				STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		DATE							
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 50%;">DESCRIPTION</th> <th style="width: 10%;">QUANTITY</th> <th style="width: 10%;">UNITS</th> <th style="width: 10%;">UNIT PRICE</th> <th style="width: 10%;">EXTENSION</th> </tr> </thead> </table>									DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION								
Bid Item 7	Landscape Installation at Water Tower Facilities As Specified in Section C and Section D of the Attached Specification.												
7.16	Removal of shrubs (including stump grinding to a minimum of	150	Each										
	twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.												
7.17	Removal of shrubs (including stump grinding to a minimum of	25	Each										
	twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.												
7.18	Removal of trees (including stump grinding to a minimum of	25	Each										
	twelve (12) inches below existing grade) less than or equal to 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.												
7.19	Removal of trees (including stump grinding to a minimum of	25	Each										
	twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.												
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days								
FORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.		ITEM 7											

BID - SCHEDULE OF ITEMS					BID PAGE <u>5</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES			<input checked="" type="checkbox"/> X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		
DATE					AUTHORIZED SIGNATURE	
Bid Item	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
7.20	Landscape Installation at Water Tower Facilities As Specified in Section C and Section D of the Attached Specification.	3	Each			
7.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
7.22	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.					
	Funds that may be required Per Section C-35			\$5,000.00	\$5,000.00	
		TOTAL	BID ITEM 7			
All Items Are Approximate Quantities. 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.		ITEM 7				

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: Water Tower Facilities

CONTRACTOR: _____

PLAN/BLDG. MANAGER: _____

PRE-APPROVAL BY: _____

PHONE: _____

PHONE: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
7.01	Deciduous shade tree, 3-inch caliper			
7.02	Evergreen tree, 10 feet high			
7.03	Deciduous ornamental tree, 2.5-inch caliper			
7.04	Deciduous shrub, 24 inch height			
7.05	Evergreen shrub, 24 inch height			
7.06	Groundcover plant, No. 1 container			
7.07	Perennial plant, clump form, No. 1 container			
7.08	Annual plant, 4.5-inch container			
7.09	Perennial Bulb (each)			
7.10	Grass Seeding (square yard)			
7.11	Topsoil, 4" Depth (cubic yard)			
7.12	Hardwood Mulch; 2" Depth (cubic yard)			
7.13	Decorative Stone; 2" Depth (square yard)			
7.14	Weed Control Matting (square yard)			
7.15	Sod (replacement - square yard)			
7.16	Shrub Removal, less than or equal to 6 foot height			
7.16	Shrub Removal, greater than 6 foot height			
7.18	Tree Removal, less than or equal to 1.50 inch caliper			
7.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
7.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
7.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>						BID PAGE <u>1</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS						NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023						STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES				DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES				<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER purchasing@city.cleveland.oh.us		BID OPENING			12:00 O'CLOCK NOON OFFICIAL TIME		DATE
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION		
Bid Item 8	Landscape Installation at the Mindszenty Plaza, Public Utilities Building and 1825 Lakeside As Specified in Section C and Section D of the Attached Specification.						
8.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each				
8.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each				
8.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Each				
8.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	5	Each				
8.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X. Replacement material shall match removed material.	5	Each				
All Items Are Approximate Quantities. 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					BID PAGE <u>2</u> OF <u>5</u>	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
ORDINANCE NO. 473-2023					STREET ADDRESS	
PASSED May 15, 2023					CITY	
SIGNED May 16, 2023					STATE	
DEPARTMENT PUBLIC UTILITIES					ZIP CODE	
DIVISION CWD, WPC, CPP, ORC					AUTHORIZED SIGNATURE	
CITY RECORD ADVERTISEMENT DATES					DATE	
BUYER purchasing@city.cleveland.oh.us					12:00 O'CLOCK NOON OFFICIAL TIME	
BID OPENING					STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
X						
DESCRIPTION					QUANTITY	UNITS
UNIT PRICE					EXTENSION	
Bid Item 8	Landscape Installation at the Mindszenty Plaza, Public Utilities Building and 1825 Lakeside As Specified in Section C and Section D of the Attached Specification.					
8.06	Groundcover plant, clump form, No. 1 container,				50	Each
	furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.					
8.07	Perennial plant, clump form, No. 1 container,				50	Each
	furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.					
8.08	Annual plant, 4.5-inch container (pot),				2000	Each
	furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant					
8.09	Perennial bulb, furnished and installed to proper depth				100	Each
	including mulching. Exact annual material shall be determined by the Plant Manager or his designee.					
8.10	Furnish and install grass seed mixture on lawn areas designated				10	Square Yard
	by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee					
All Items Are Approximate Quantities. 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	
ITEM 7						

BID - SCHEDULE OF ITEMS					BID PAGE 3 OF 5	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST	
					COMPLETE & SIGN BELOW	
TITLE OF BID					NAME OF FIRM	
LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE		
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE		
Bid Item	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 8	Landscape Installation at the Mindszenty Plaza, Public Utilities Building and 1825 Lakeside As Specified in Section C and Section D of the Attached Specification.					
8.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	10	Cubic Yard			
8.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
8.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
8.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	40	Square Yard			
8.15	Furnish and install approved sod (<i>replacement</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	2	Square Yard			
All Items Are Approximate Quantities. 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					BID PAGE 4 OF 5 BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM	
TITLE OF BID: LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE		
BUYER purchasing@city.cleveland.oh.us		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE		
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 8	Landscape Installation at the Mindszenty Plaza, Public Utilities Building and 1825 Lakeside As Specified in Section C and Section D of the Attached Specification.					
8.16	Removal of scrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot Height as directed and tagged by Plant Manager or His designee. Height to be measured from ground level to Height of shrub crown.	4	Each			
8.17	Removal of scrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot Height as directed and tagged by Plant Manager or His designee. Height to be measured from ground level to Height of shrub crown.	7	Each			
8.18	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 1.5 inch caliper as directed and tagged by Plant Manager or His designee. Tree caliper (diameter) shall be measured at DBM = 54 inches above ground level.	5	Each			
8.19	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	5	Each			
All Items Are Approximate Quantities. 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				
ITEM 7						

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>					BID PAGE <u>5</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE		
BUYER purchasing@city.cleveland.oh.us		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		
				DATE		
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 8	Landscape Installation at the Mindszenty Plaza, Public Utilities Building and 1825 Lakeside As Specified in Section C and Section D of the Attached Specification.					
8.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
8.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	1	Each			
8.22	Clearance of vegetation including vegetation up to 1.5 inch caliper seedlings along back slope of property when directed by Building Manager or his designee.	100	Square Yards			
8.23	Funds that may be required Per Section C-35			\$5,000.00	\$5,000.00	
		TOTAL	BID ITEM 8			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days	
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LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

Location MINDSZENTY PLAZA, PUBLIC UTILITIES BUILDING and 1825 LAKESIDE

CONTRACTOR: _____

PHONE: _____

PLAN/BLDG. MANAGER: _____

PHONE: _____

PRE-APPROVAL BY: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
8.01	Deciduous shade tree, 3-inch caliper			
8.02	Evergreen tree, 10 feet high			
8.03	Deciduous ornamental tree, 2.5-inch caliper			
8.04	Deciduous shrub, 24 inch height			
8.05	Evergreen shrub, 24 inch height			
8.06	Groundcover plant, No. 1 container			
8.07	Perennial plant, clump form, No. 1 container			
8.08	Annual plant, 4.5-inch container			
8.09	Perennial Bulb (each)			
8.10	Grass Seeding (square yard)			
8.11	Topsoil, 4" Depth (cubic yard)			
8.12	Hardwood Mulch; 2" Depth (cubic yard)			
8.13	Decorative Stone; 2" Depth (square yard)			
8.14	Weed Control Matting (square yard)			
8.15	Sod (replacement - square yard)			
8.16	Shrub Removal, less than or equal to 6 foot height			
8.17	Shrub Removal, greater than 6 foot height			
8.18	Tree Removal, less than or equal to 1.50 inch caliper			
8.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
8.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
8.21	Tree Removal, greater than 24 inches			
8.22	Clearing Back Slope			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>						BID PAGE <u>1</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS						NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023						STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES				DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES				<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		DATE	
DESCRIPTION				QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 9	Landscape Installation at Water Pollution Control Stations As Specified in Section C and Section D of the Attached Specification.						
9.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.			3	Each		
9.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.			2	Each		
9.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.			4	Each		
9.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.			5	Each		
9.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.			5	Each		
All Items Are Approximate Quantities. 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			

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

COMPLETE & SIGN BELOW

COMPLETE & SIGN BELOW

NAME OF FIRM

STREET ADDRESS

12:00 O'CLOCK NOON
OFFICIAL TIME

DATE _____

EXTENSION

%	Days
---	------

FOR PURCHASING USE ONLY

ITEM 7

BID - SCHEDULE OF ITEMS

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

BID PAGE 3 OF 5
BIDDER MUST
COMPLETE & SIGN BELOW

TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE,
LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS

NAME OF FIRM

STREET ADDRESS

CITY STATE ZIP CODE

ORDINANCE NO.
473-2023

PASSED
May 15, 2023

SIGNED
May 16, 2023

DEPARTMENT
PUBLIC UTILITIES

DIVISION
CWD, WPC, CPP, ORC

CITY RECORD ADVERTISEMENT DATES

X

STANDARD CONTRACT BID
REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

DATE

BUYER

BID OPENING

12:00 O'CLOCK NOON
OFFICIAL TIME

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 9	Landscape Installation at Water Pollution Control Stations As Specified in Section C and Section D of the Attached Specification.				
9.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard		
9.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard		
9.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot		
9.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard		
9.15	Furnish and install approved sod (<i>replacemant</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard		
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days
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ITEM 7

BID - SCHEDULE OF ITEMS <div style="text-align: center; font-size: small;"> Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 </div>					BID PAGE <u>4</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
<div style="display: flex; justify-content: space-between;"> <div> ORDINANCE NO. 473-2023 DEPARTMENT PUBLIC UTILITIES CITY RECORD ADVERTISEMENT DATES </div> <div> PASSED May 15, 2023 DIVISION CWD, WPC, CPP, ORC <div style="border: 1px solid black; width: 100px; text-align: center; margin-top: 5px;">X</div> </div> <div> SIGNED May 16, 2023 STANDARD CONTRACT BID REQUIREMENT CONTRACT BID </div> </div>					NAME OF FIRM STREET ADDRESS CITY STATE ZIP CODE AUTHORIZED SIGNATURE DATE	
<div style="display: flex; justify-content: space-between;"> <div> BUYER BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME </div> </div>						
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 9	Landscape Installation at Water Pollution Control Stations As Specified in Section C and Section D of the Attached Specification.					
9.16	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	150	Each			
9.17	Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	25	Each			
9.18	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	25	Each			
9.19	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	25	Each			
<p>9.19 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</p>						
All Items Are Approximate Quantities. 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					BID PAGE <u>5</u> OF <u>5</u> BIDDER MUST COMPLETE & SIGN BELOW	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					NAME OF FIRM	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					STREET ADDRESS	
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID		
BUYER		BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME		
DESCRIPTION					QUANTITY	UNITS
Bid Item 9	Landscape Installation at Water Pollution Control Stations As Specified in Section C and Section D of the Attached Specification.					
9.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.				3	Each
9.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.				3	Each
9.22	Funds that may be required Per Section C-35					\$5,000.00
					TOTAL	BID ITEM 9
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.					DELIVERY (Days)	
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FOR PURCHASING USE ONLY						

ITEM 7

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: WATER POLLUTION CONTROL STATIONS

CONTRACTOR: _____

PLAN/BLDG. MANAGER: _____

PRE-APPROVAL BY: _____

PHONE: _____

PHONE: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
9.01	Deciduous shade tree, 3-inch caliper			
9.02	Evergreen tree, 10 feet high			
9.03	Deciduous ornamental tree, 2.5-inch caliper			
9.04	Deciduous shrub, 24 inch height			
9.05	Evergreen shrub, 24 inch height			
9.06	Groundcover plant, No. 1 container			
9.07	Perennial plant, clump form, No. 1 container			
9.08	Annual plant, 4.5-inch container			
9.09	Perennial Bulb (each)			
9.10	Grass Seeding (square yard)			
9.11	Topsoil, 4" Depth (cubic yard)			
9.12	Decorative Stone; 2" Depth (square yard)			
9.13	Hardwood Mulch; 2" Depth (cubic yard)			
9.14	Weed Control Matting (square yard)			
9.15	Sod (replacement - square yard)			
9.16	Shrub Removal, less than or equal to 6 foot height			
9.17	Shrub Removal, greater than 6 foot height			
9.18	Tree Removal, less than or equal to 1.50 inch caliper			
9.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
9.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
9.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

<div>BID - SCHEDULE OF ITEMS</div> <div>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</div>					<div>BID PAGE 1 OF 5</div> <div>BIDDER MUST COMPLETE & SIGN BELOW</div>																																																						
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<table><tr><th></th><th>DESCRIPTION</th><th>QUANTITY</th><th>UNITS</th><th>UNIT PRICE</th><th>EXTENSION</th></tr><tr><td>Bid Item 10</td><td>Landscape Installation at Cleveland Public Power As Specified in Section C and Section D of the Attached Specification.</td><td></td><td></td><td></td><td></td></tr><tr><td>10.01</td><td>Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.</td><td>3</td><td>Each</td><td></td><td></td></tr><tr><td>10.02</td><td>Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.</td><td>2</td><td>Each</td><td></td><td></td></tr><tr><td>10.03</td><td>Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.</td><td>4</td><td>Each</td><td></td><td></td></tr><tr><td>10.04</td><td>Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.</td><td>5</td><td>Each</td><td></td><td></td></tr><tr><td>10.05</td><td>Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.</td><td>5</td><td>Each</td><td></td><td></td></tr><tr><td colspan="2">All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.</td><td></td><td></td><td>DELIVERY (Days)</td><td>PAYMENT DISCOUNT % Days</td></tr><tr><td colspan="2">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.</td><td colspan="4">FOR PURCHASING USE ONLY</td></tr></table>							DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	Bid Item 10	Landscape Installation at Cleveland Public Power As Specified in Section C and Section D of the Attached Specification.					10.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each			10.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each			10.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Each			10.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			10.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			All Items Are Approximate Quantities. 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			
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ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023	
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE	
BUYER		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
Bid Item 10	Landscape Installation at Cleveland Public Power As Specified in Section C and Section D of the Attached Specification.				
10.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each		
10.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each		
10.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant	100	Each		
10.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	Each		
10.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard		
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10.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard			
10.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
10.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
10.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard			
10.15	Furnish and install approved sod (<i>replacement</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard			
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ITEM 7

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

BIDDER MUST

NAME OF FIRM

STREET ADDRESS

DATE _____

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LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: CLEVELAND PUBLIC POWER

CONTRACTOR: _____

PLAN/BLDG. MANAGER: _____

PRE-APPROVAL BY: _____

PHONE: _____

PHONE: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
10.01	Deciduous shade tree, 3-inch caliper			
10.02	Evergreen tree, 10 feet high			
10.03	Deciduous ornamental tree, 2.5-inch caliper			
10.04	Deciduous shrub, 24 inch height			
10.05	Evergreen shrub, 24 inch height			
10.06	Groundcover plant, No. 1 container			
10.07	Perennial plant, clump form, No. 1 container			
10.08	Annual plant, 4.5-inch container			
10.09	Perennial Bulb (each)			
10.10	Grass Seeding (square yard)			
10.11	Topsoil, 4" Depth (cubic yard)			
10.12	Hardwood Mulch; 2" Depth (cubic yard)			
10.13	Decorative Stone; 2" Depth (square yard)			
10.14	Weed Control Matting (square yard)			
10.15	Sod (replacement - square yard)			
10.16	Shrub Removal, less than or equal to 6 foot height			
10.17	Shrub Removal, greater than 6 foot height			
10.18	Tree Removal, less than or equal to 1.50 inch caliper			
10.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
10.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
10.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114</small>					BID PAGE <u>1</u> OF <u>5</u> <small>BIDDER MUST COMPLETE & SIGN BELOW</small>	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
ORDINANCE NO. 473-2023 PASSED May 15, 2023 SIGNED May 16, 2023					STREET ADDRESS	
DEPARTMENT PUBLIC UTILITIES			DIVISION CWD, WPC, CPP, ORC		CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES			X		STANDARD CONTRACT BID REQUIREMENT CONTRACT BID	
BUYER		BID OPENING			12:00 O'CLOCK NOON OFFICIAL TIME	
					AUTHORIZED SIGNATURE	
					DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 11	Landscape Installation at Office of Radio Communications Stations As Specified in Section C and Section D of the Attached Specification.					
11.01	Deciduous shade tree, 3-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each			
11.02	Evergreen tree, 10 feet high, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each			
11.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Each			
11.04	Deciduous shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	5	Each			
11.05	Evergreen shrub, 24 inch height, bagged and burlaped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT % Days	
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ITEM 7						

BID - SCHEDULE OF ITEMS <small>Division of Purchases And Supplies 126 City Hall Cleveland, Ohio 44114</small>					BID PAGE 2 OF 5 <small>BIDDER MUST COMPLETE & SIGN BELOW</small>	
TITLE OF BID LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE, LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
<div style="display: flex; justify-content: space-between;"> <div> ORDINANCE NO. 473-2023 </div> <div> PASSED May 15, 2023 </div> <div> SIGNED May 16, 2023 </div> </div>					STREET ADDRESS	
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<div style="display: flex; justify-content: space-between;"> <div> BUYER </div> <div> BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME </div> </div>					DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 11	Landscape Installation at Office of Radio Communications Stations As Specified in Section C and Section D of the Attached Specification.					
11.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each			
11.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each			
11.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant	100	Each			
11.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	Each			
11.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard			
All Items Are Approximate Quantities. 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					BID PAGE <u>3</u> OF <u>5</u>	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST COMPLETE & SIGN BELOW	
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ORDINANCE NO. <u>473-2023</u> PASSED <u>May 15, 2023</u> SIGNED <u>May 16, 2023</u> DEPARTMENT <u>PUBLIC UTILITIES</u> DIVISION <u>CWD, WPC, CPP, ORC</u>					STREET ADDRESS	
CITY RECORD ADVERTISEMENT DATES _____ BUYER _____ BID OPENING _____ 12:00 O'CLOCK NOON OFFICIAL TIME					CITY _____ STATE _____ ZIP CODE _____	
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					DATE	
Bid Item	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 11	Landscape Installation at Office of Radio Communications Stations As Specified in Section C and Section D of the Attached Specification.					
11.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard			
11.12	Furnish and install double-schredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
11.13	Furnish and install decorative stone, to a minmum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
11.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard			
11.15	Furnish and install approved sod (<i>replacement</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turff removal and soil perparation)	50	Square Yard			
All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.				DELIVERY (Days)	PAYMENT DISCOUNT	
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BID - SCHEDULE OF ITEMS					BID PAGE <u>5</u> OF <u>5</u>	
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Bid Item 11	Landscape Installation at Office of Radio Communications Stations As Specified in Section C and Section D of the Attached Specification.					
11.20	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 12 inch less than or equal to 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
11.21	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 24 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	3	Each			
11.22	Funds that may be required Per Section C-35			\$5,000.00	\$5,000.00	
		TOTAL	BID ITEM 11			
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FOR PURCHASING USE ONLY						

LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: OFFICE OF RADIO COMMUNICATIONS STATIONS

CONTRACTOR: _____

PHONE: _____

PLAN/BLDG. MANAGER: _____

PHONE: _____

PRE-APPROVAL BY: _____

DATE: _____

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
11.01	Deciduous shade tree, 3-inch caliper			
11.02	Evergreen tree, 10 feet high			
11.03	Deciduous ornamental tree, 2.5-inch caliper			
11.04	Deciduous shrub, 24 inch height			
11.05	Evergreen shrub, 24 inch height			
11.06	Groundcover plant, No. 1 container			
11.07	Perennial plant, clump form, No. 1 container			
11.08	Annual plant, 4.5-inch container			
11.09	Perennial Bulb (each)			
11.10	Grass Seeding (square yard)			
11.11	Topsoil, 4" Depth (cubic yard)			
11.12	Hardwood Mulch; 2" Depth (cubic yard)			
11.13	Decorative Stone; 2" Depth (square yard)			
11.14	Weed Control Matting (square yard)			
11.15	Sod (replacement - square yard)			
11.16	Shrub Removal, less than or equal to 6 foot height			
11.17	Shrub Removal, greater than 6 foot height			
11.18	Tree Removal, less than or equal to 1.50 inch caliper			
11.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
11.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
11.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: _____

DATE: _____

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

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STREET ADDRESS						
ORDINANCE NO. 473-2023		PASSED May 15, 2023		SIGNED May 16, 2023		
DEPARTMENT PUBLIC UTILITIES		DIVISION CWD, WPC, CPP, ORC		STATE ZIP CODE		
CITY RECORD ADVERTISEMENT DATES		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE		
BUYER		BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		DATE		
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 12	Landscape Installation at Distribution and Maintenance As Specified in Section C and Section D of the Attached Specification.					
12.01	Deciduous shade tree, 3-inch caliper, bagged and burl aped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	3	Each			
12.02	Evergreen tree, 10 feet high, bagged and burl aped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.	2	Each			
12.03	Deciduous ornamental tree, 2.5-inch caliper, bagged and burl aped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.	4	Each			
12.04	Deciduous shrub, 24 inch height, bagged and burl aped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			
12.05	Evergreen shrub, 24 inch height, bagged and burl aped inside a wire basket, furnished and installed including staking, guying and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	5	Each			
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12.06	Groundcover plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each																																													
12.07	Perennial plant, clump form, No. 1 container, furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.	50	Each																																													
12.08	Annual plant, 4.5-inch container (pot), furnished and installed including mulching as per Details #DD-1/X and #DD-2/X Exact annual material shall be determined by the Plant	100	Each																																													
12.09	Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.	100	Each																																													
12.10	Furnish and install grass seed mixture on lawn areas designated by the Plant Manager or his designee. Including roofline fertilizer on prepared topsoil, watering and maintenance as required with guarantee	50	Square Yard																																													
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BID - SCHEDULE OF ITEMS					BID PAGE <u>3</u> OF <u>5</u>	
Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114					BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID LABOR, MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPAIR, AND REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES AND CITY RIGHT- OF-WAYS					NAME OF FIRM	
<div style="display: flex; justify-content: space-between;"> <div>ORDINANCE NO. 473-2023</div> <div>PASSED May 15, 2023</div> <div>SIGNED May 16, 2023</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>DEPARTMENT PUBLIC UTILITIES</div> <div>DIVISION CWD, WPC, CPP, ORC</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>CITY RECORD ADVERTISEMENT DATES</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">X</div> <div>STANDARD CONTRACT BID REQUIREMENT CONTRACT BID</div> </div>					STREET ADDRESS	
BUYER					STATE ZIP CODE	
BID OPENING					AUTHORIZED SIGNATURE	
12:00 O'CLOCK NOON OFFICIAL TIME					DATE	
	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	
Bid Item 12	Landscape Installation at Distribution and Maintenance As Specified in Section C and Section D of the Attached Specification.					
12.11	Furnish and install clean, fertile, topsoil, free of all stones and debris, to a minimum depth of 4 inches in areas designated by the Plant Manager or his designee. Topsoil shall conform to O-DOT Specification 653 and City Specification including testing.	20	Cubic Yard			
12.12	Furnish and install double-shredded hardwood mulch, free of all stones and debris, to a minimum depth of 2 inches in planting beds (other than tree grates) and in other areas designated by the Manager or his designee. Mulch shall be approved by the Plant Manager or his designee.	50	Cubic Yard			
12.13	Furnish and install decorative stone, to a minimum of 2 inches in planting beds and in other areas designated by the Manager or his designee. Stone shall be approved by the Manager or his designee.	50	Square Foot			
12.14	Furnish and install weed control matting (<i>DeWitt Pro 5</i> or pre-approved equal) in areas designated by the Plant Manager or his designee.	25	Square Yard			
12.15	Furnish and install approved sod (<i>replacement</i>) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)	50	Square Yard			
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				DATE		
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Bid Item 12	Landscape Installation at Distribution and Maintenance As Specified in Section C and Section D of the Attached Specification.					
12.16	Removal of shrubs' (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	150	Each			
12.17	Removal of shrubs' (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 6 foot height as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.	25	Each			
12.18	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) less than or equal to 1.5 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	25	Each			
12.19	Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) greater than 1.5 inch less than or equal to 12 inch caliper as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.	25	Each			
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LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: CLEVELAND PUBLIC POWER

CONTRACTOR:

PHONE:

PLAN/BLDG. MANAGER:

PHONE:

PRE-APPROVAL BY:

DATE:

ITEM	ITEM DESCRIPTION	PRE-APPROVAL	COMPLETED & APPROVED	COMMENTS and/or QUANTITY
12.01	Deciduous shade tree, 3-inch caliper			
12.02	Evergreen tree, 10 feet high			
12.03	Deciduous ornamental tree, 2.5-inch caliper			
12.04	Deciduous shrub, 24 inch height			
12.05	Evergreen shrub, 24 inch height			
12.06	Groundcover plant, No. 1 container			
12.07	Perennial plant, clump form, No. 1 container			
12.08	Annual plant, 4.5-inch container			
12.09	Perennial Bulb (each)			
12.10	Grass Seeding (square yard)			
12.11	Topsoil, 4" Depth (cubic yard)			
12.12	Hardwood Mulch; 2" Depth (cubic yard)			
12.13	Decorative Stone; 2" Depth (square yard)			
12.14	Weed Control Matting (square yard)			
12.15	Sod (replacement - square yard)			
12.16	Shrub Removal, less than or equal to 6 foot height			
12.17	Shrub Removal, greater than 6 foot height			
12.18	Tree Removal, less than or equal to 1.50 inch caliper			
12.19	Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper			
12.20	Tree Removal, greater than 12 inches up to or equal to 24 inch caliper			
12.21	Tree Removal, greater than 24 inches			

ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY:

DATE:

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

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. City ordinances require that 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. City policy mandates a waiver or reduction in certain circumstances. For example, 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. Therefore, no Performance Bond will be required on a contract of \$250,000 or less made pursuant to this ITB; a performance bond will be required for any contract over \$250,000. If over \$250,000 but not more than \$500,000 the contract shall require a bond of twenty-five percent of the contract price. If over \$500,000 the contract shall require a bond of fifty percent.

B-9 RELEASE OF BOND.

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

B-10 CANCELLATION OF CONTRACT.

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

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

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

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

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

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

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

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

B-12 DELAY FOR CAUSES BEYOND CONTROL.

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

B-13 PATENTS.

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

B-14 DELIVERY.

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

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

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

B-15 LABORATORY TEST.

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

B-16 FAILURE TO MEET SPECIFICATIONS.

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

B-17 SAFEGUARDS.

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

B-18 STATE OR FEDERAL TAXES.

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

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

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

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

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

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

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

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

B-22 EQUAL OPPORTUNITY.

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

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

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

B-23 DURATION OF CONTRACT.

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

B-24 REDUCTION IN PRICES.

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

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

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

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

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

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

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

B-26 LAWS, PERMITS, AND REGULATIONS

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

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

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

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

B-28 INDEMNITY

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

B-29 WARRANTY

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

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

B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

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

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

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

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

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

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SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-1 SCOPE

The Department of Public Utilities (DPU) intends to use this specification and the resulting requirement contract to supply labor and materials necessary to repair tree lawns and perform other landscaping services for a period of two years.

Under this specification, the Contractor shall furnish all labor materials, tools, transportation, superintendence, fuel and service necessary to provide landscape replacement and installation for all plant material. This includes trees, shrubs, ground covers, perennials, annuals, bulbs, seeding, seeded and/or sodded lawns and other items included in the Bid-Schedule of Items including excavation and backfill to the lines and grades as indicated within the limits of the contract lines. Work to be performed in accordance with the plans, specifications and details. Surplus excavation shall be removed from the site, unless otherwise indicated. The Contractor shall furnish all labor, tools, materials and equipment, as required and necessary to repair tree lawns and perform other landscaping services at each designated location.

The Contractor shall conduct his work in such a manner as to keep the worksites neat and orderly at all times. Work shall be performed in accordance with all applicable Federal Laws and Regulations, State of Ohio Laws and Regulations and Local ordinances.

Section C, Supplemental General Conditions, shall supersede Parts A and B if there is a conflict among the various sections.

This contract will be awarded based on the lowest cost and best bid for each individual bid item (see D-4 Locations for the bid items and their specific locations). Therefore, a bidder may bid on one, or many items. The bid bond must cover the total overall amount of your bid, as per the Bid Bond instructions in Section A-4 of the Instructions to Bidders.

The use of explosives in the performance of this contract is strictly prohibited.

The intent of these documents is to provide Contractors with conceptual means necessary to formulate a bid for the proper execution of the work. If any omission has been made from the specifications of work, which is necessary to carry out their true intent and meaning, contractors shall be referred to the City's representative for interpretation and adjustment. The risk and expense of proceeding without such decision shall rest with the Contractor. Where any discrepancies occur between the plans and specifications, the bidder shall immediately notify DPU of any such discrepancies found.

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

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SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-2 CITY FORMS

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

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

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

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

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

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SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-4 DEFINITIONS

Director shall mean the Director of DPU with which the contract shall be established.

Commissioner shall mean the authorized representative of the Director of Public Utilities, the Commissioner of Water, the Commissioner of Water Pollution Control, and the Commissioner of Cleveland Public Power.

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

State Specifications shall be understood to refer to State of Ohio, Department of Highway, Construction Material Specifications, dated January 1, 1993 (or latest revision). The directions, provisions and requirements of the Ohio Specifications for the items to which reference is made are included as a part of this contract. In the event of a discrepancy between the State Construction and Materials Specifications, the Detail Specifications shall govern.

Or Approved Equal shall be implied in all cases throughout these specifications even though not expressly stated. All or approved equal items must be approved by the Director or his designee before purchases are made by the Contractor.

C-5 REPLACEMENT PROGRAM

The recommended replacement program is designed to provide a clean, usable, and visually attractive appearance for the grounds and facilities. The majority of tasks are to be performed on a 9-month basis (March 15th to November 15th).

C-6 QUALIFICATIONS OF THE BIDDER

Bids will be accepted only from Contractors known to be experienced and regularly engaged in the repair of tree lawns and have performed other landscaping services for a period of at least five years. The bidder shall submit documents describing the bidder's organization and services provided by the bidder.

The Contractor and/or subcontractor shall have in his employment at least one individual that is an Ohio Certified Arborist as defined by the Ohio Chapter of the International Society of Arboriculture.

C-7 DOCUMENTS TO BE SUBMITTED WITH BID

1. The bidder shall submit published material describing the bidder's organization and services provided by the bidder.

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2. The bidder shall submit a list of at least three references of similar size accounts, which are currently in force preferably wastewater utilities and/or water utilities, to which the bidder provides services to repair tree lawns and perform other landscaping services that they propose to furnish under the terms of this bid. The list shall provide the name of reference company, the name of a technical contact and a phone number for the technical contact. Use of Department of Public Utilities personnel as references is not permitted.
3. The bidder shall include the names, addresses and trades of the subcontractors he proposes to use in the OEO documentation to be submitted with the bid.
4. The bidder shall submit with the bid a copy of the employee's certification that is an Ohio Certified Arborist as defined by the Ohio Chapter of the International Society of Arboriculture.

If not provided as part of the bid response, the bidder must provide said evidence within seven calendar days after request/notification to do so.

C-8 DELIVERY (Supplement to General Conditions Section B-14)

The Contractor shall supply labor and material within 72 hours of the request of the facilities manager.

All new planting and replacement planting items shall only be completed within the designated seasons as noted in Section D. The contractor shall furnish and install new plant material within one (1) week of request of the Plant/Building Manager.

All pruning shall be completed only in the spring and fall seasons as noted in the Detailed Specifications.

In the event of a delivery delay beyond the date specified, or the approved extended delivery date, the City of Cleveland shall be paid damages for such delay. The Contractor agrees to compensate the City in the amount of one-hundred dollars (\$100.00) for every calendar day that the delivery extends beyond the period allowed.

Any request for extension of time, as above, shall be made in writing by the Contractor and submitted no later than 72 hours prior to the delivery date. Such extension will be granted for any cause absolutely and clearly beyond the control of the Contractor, or for any cause, which the Director, or his designee, shall decide, is sufficient to justify the delay at the time of the need.

Any extension of time as authorized by the Director, or his designee will be confirmed by him in writing at the time such extension is granted. The granting of any extension of delivery time shall in no way be construed to relieve the Contractor of furnishing and delivering equipment in conformity with all the requirements of this specification.

Performance of all items must have prior approval, including items listed as required.

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C-9 EVALUATION OF BIDS

DPU will accept the lowest cost and best bid for each bid item called out in the specification in which the material meets the requirements set forth in the item description. The Department of Public Utilities has estimated the number of and/or types of purchases; however, the Department of Public Utilities will not guarantee the number of and/or types of purchase it will require. The bidder shall complete the appropriate section of the Bid-Schedule of Items including the Grand Total Cost Summary Page. The Grand Total Cost Summary Page shall be used to determine the bid bond amount to be submitted by the bidder. The majority of tasks are to be performed on a 9-month basis (March 15th to November 15th). The estimated quantities are not guaranteed but are approximate only.

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

DPU may reject bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within submittal.

C-10 MATHEMATICAL ERRORS

If the bidder makes any mathematical error(s), the City will correct those errors based upon the following criteria:

- A. The unit prices for labor and material as stated on the Bid-Schedule of Items by the Contractor shall be accepted as being correct. The unit price stated and the extension based upon the bid unit quantity shall then govern. The City also reserves the right to correct any mathematical error(s) in the summation of the bid item extensions.
- B. Where subtotals or totals are transferred from one sheet to another, the City reserves the right to correct any error(s) made in transferring (recopying) the figures, as the intent of the bid format is that these figures be the same. If the correction of any error(s) has an effect on the award of the bids, only the directly affected bidders will be notified in writing of the changes.

C-11 JOINT OCCUPANCY OF SITE

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

- A. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the City due to any work performed by the City, or other Contractors employed by the City, that in any way affects the work under this contract; provided such work of the City and other contractors shall,

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in the opinion of the Director, be performed in proper and expeditious or necessary manner. The Director shall decide all questions between the Contractor hereunder and any other contractors.

- B. If, in the judgment of the Director, the joint occupation at the site of the work by the City, or by two or more contractors working on different contracts, impeded progress on the work herein described, the Director may extend the time for the completion of the work.
- C. If the Contractor, by his own acts or the acts of any other person or persons in his employ or working for him, or any of his sub-contractors working under this contract, shall unnecessarily delay, in the opinion of the Director, the work of the City or other contractors by not properly co-operating with, or by not affording them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in that case, pay all costs and expense incurred by such parties due to any such delays. He hereby authorizes the City to deduct the amount of such costs and expenses from any moneys due or to become due to the Contractor under this contract. The Director shall decide the extent of such delay or delays and the amount of such cost and expense, and his decision shall be binding upon both parties to this contract. However, nothing in these paragraphs shall relieve said Contractor from any liability or damage resulting to the City on account of such delay or delays.

C-12 NO WAIVER OF LEGAL RIGHTS

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

C-13 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE

The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, as shall protect himself, the City of Cleveland and any subcontractor performing work covered by this contract from claims of damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such policy or policies shall be deposited with the City of Cleveland before the commencement of any work under the contract. The amounts of Public Liability Insurance shall be in an amount not less than \$500,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than \$200,000.00.

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

1. Public Liability insurance to cover each automobile, truck, or other vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.
2. Property damage liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than \$200,000.00 in any occurrence.

Contractor shall notify the Director, in writing, at least 10 days before it cancels or reduces its insurance policy or coverage and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.

C-14 ACCESS TO WORK

The Director or his authorized representative, and such representative's staff, shall at all times have access to inspect the work wherever it is in progress and the Contractor shall provide such access to determine whether such work is being done in accordance with the contract requirements.

C-15 FIELD INSPECTION COSTS

The cost of all field inspection that may be required by any governmental agency, including any other departments of the City of Cleveland, other than the Department of Public Utilities shall be paid for by the Contractor. All field inspections made by Department of Public Utilities will be done without cost to the Contractor.

C-16 FORMS AND PROCEDURE

The forms to be used and the method and procedure to be followed by the Contractor for the submission of schedules, bills, invoices, breakdowns, and all other items required by and pertaining to the Contract, shall be in accordance with the directions of the Director or his designee and the plant manager and/or building manager. Some of the basic forms have been included within the specifications.

As stated elsewhere in these specifications, all work must be approved prior to commencement of all operations and all work must be approved by the plant manager and/or building manager as being 100% complete and satisfactory upon completion.

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C-17 COMPETENT PEOPLE TO BE EMPLOYED

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

C-18 PERSONNEL

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

All work personnel shall wear identification tags that include person's photograph, person's name and company name. All work personnel shall be neatly dressed to the extent that their work will permit.

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

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

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

C-19 HEAD AND EAR PROTECTION

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

C-20 SCHEDULE

The City reserves the right to approve (or if necessary, determine) the Contractor's schedule for working at various locations in this Contract. Should the work be delayed due to weather, the Contractor shall work on the property as soon as weather permits. The normal schedule shall be resumed on the next schedule date.

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

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C-21 SUPERVISION AND SEQUENCE OF WORK

- A. Supervision - The Contractor shall provide a competent superintendent and assistants to keep on the job during all working hours satisfactory to the Director or his designee. The superintendent or foreman shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
- B. Sequence - The sequence of the work of the Contract shall be carried on in a manner satisfactory to the Director or his designee.

C-22 SUBCONTRACTORS

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

C-23 APPROVAL OF SUBCONTRACTORS

The Contractor shall include the names, addresses and trades of the subcontractors he proposes to use in the documentation submitted with this bid.

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

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C-24 BINDING SUBCONTRACTORS

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

C-25 RESPONSIBILITY OF CONTRACTOR

- A. The contractor will be held accountable for all damages that may occur to persons, property, animals, or vehicles. The City will not insure the work against claims for injury to person or property arising during the execution of the work. The contractor shall protect all utilities, pavements, turf areas, equipment, fixtures and appurtenances of all kinds, both public and private, from damages. The contractor and his subcontractors shall be responsible to repair and make good any damage caused to any such property by reason of his operations leaving all work in approved condition at the completion of the contract.
- B. The City reserves the right to repair any damage to public utilities or any other facilities of the City caused by the work of the Contractor and his subcontractors. In the event the Contractor refuses or fails to pay the bills for such repair work upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him as herein provided.
- C. The Contractor shall be responsible to keep the site clean and shall be responsible to remove rubbish and debris during operations and at the completion of the work.
- D. The Contractor shall take any and all precautions necessary to protect life and property. The Director may at any time order the Contractor to provide additional precautions that he deems necessary to protect life and property. The City reserves the right to provide precautions including but not limited to barricades, watchmen, and signage at the expense of the Contractor. In the event the Contractor refuses or fails to pay the bills for such precautions upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him on partial or final estimates as herein provided.

C-26 PROCEDURES AND METHOD OF OPERATIONS

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

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SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-27 DEFECTIVE WORK OR MATERIALS

If at any time before final payment for the work, any material or workmanship discovered not complying with the specifications and Contract Drawings, it shall be immediately removed by the Contractor when notified to do so by the Director or his designee in a written notice, and it shall be replaced at the Contractor's expense. Any work rejected by the Director or his designee as unsuitable or improperly done shall within 5 days be removed and repaired or otherwise remedied, as the Director or his designee may require.

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

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

C-28 STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY

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

C-29 PREVENTION OF WATER POLLUTION

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

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SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-30 ABATEMENT OF AIR AND NOISE POLLUTION

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

C-31 DUST AND UNNECESSARY NOISE

The movement and use of machinery and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust. Roadways and areas about the site shall be maintained by the Contractor so as to eliminate dust until completion of the job.

C-32 CLEANING

All cleaning not specifically covered in these specifications shall be done by the Contractor. The Contractor shall be directly responsible for the cleaning of all sub-trades and shall correct any conditions not acceptable to the Plant or Building Manager or his delegate.

This shall include periodic cleaning and prompt removal of debris and rubbish at suitable, frequent and regular intervals. Cleaning shall also include, but is not limited to, the cutting and/or removal of weeds as deemed necessary by the Plant or Building Manager.

Periodic cleaning must be done promptly and frequently enough to keep the work and premises looking reasonably neat and clean. Must continually provide and maintain easy circulation for workers and material everywhere on the premises. Building Manager will direct more frequent cleaning if required.

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

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SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-33 ACCEPTANCE OF PERFORMANCE

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

C-34 SECURITY

To ensure the safety and security of the water system, the Director of Public Utilities requires that the winning bidder provide (1) documentation demonstrating that the bidder has exercised due diligence in performing pre-employment personnel background checks and (2) will provide information to verify the identity of all workers, as well as the license plate and make of the vehicle used in the performance of this contract.

C-35 PREVAILING RATES OF WAGES

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

C-36 MATERIALS, EQUIPMENT AND/OR SUPPLIES

The Contractor shall supply, when required, materials, equipment, and supplies that may not be listed to complete the services requested. Vendor shall submit a quote for approval by the Director or his designee, prior to any purchases being made.

C-37 NOTICE TO PROCEED

The term of this contract shall be for the period of two years as stated on the contract agreement page, starting upon the later of the execution of the contract or the day following expiration of the currently effective contract for the goods or services. A Notice to Proceed will only be issued if the current contract has not expired.

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SECTION D - TECHNICAL SPECIFICATIONS

D-1 SCOPE OF WORK

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

D-2 DETAILS SPECIFICATIONS

The following details as listed, found in Appendix A, are hereby made a part of these specifications:

SOIL TEXTURAL CLASSIFICATION CHART

DETAIL #DD-1/X	PLANTING NOTES
DETAIL #DD-2/X	SHRUB PLANTING
DETAIL #DD-3/X	DOUBLE WIRE STAKING SYSTEM
DETAIL #DD-4/X	TYPICAL EVERGREEN TREE PLANTING & STAKING
DETAIL #DD-5/X	TYPICAL DECIDUOUS TREE PLANTING & STAKING

D-3 ACCESS TO BUILDINGS AND OPERATING AREAS

The Contractor or any of his employees shall not have access to any of the City's buildings or operating areas located on the property, except as necessary for the proper execution of his work, and only such portions of the buildings or operating areas may be used as designated by the City's Division of Water. In no case shall the Contractor permit his work, equipment or materials to interfere with the City's operation at these sites. The Contractor or any of his employees shall not have access to any of the City's buildings or operating areas located on the properties unless accompanied by the Plant or Building Manager or his designee. Arrangements for a representative shall be made 24 hours in advance by calling the Plant or Building Manager at that particular site.

Attention: The City Facilities Will Be In Continuous Operation Throughout The Progress Of The Work Of The Contract.

D-4 LOCATIONS AND CONTACTS

The specific location of the various water plant facilities in this bid package are as follows:

BID ITEM - FACILITY NAME	ADDRESS/CITY
1 Baldwin/Fairmount WW Kirtland Pump Station	11216 Stokes Blvd. Cleveland, OH 44104 4901 South Marginal Road Cleveland, OH 44114

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BID ITEM - FACILITY NAME	ADDRESS/CITY
2 Crown Water Works Crown Shore Shaft Site	955 Clague Road Westlake, OH 44145 Clague Road & Lake Road Westlake, OH 44145
3 Garrett Morgan Water Works	1245 West 45th Street Cleveland, OH 44113
4 Nottingham Water Works	1300 Chardon Road Cleveland, OH 44117
5 Parma Heights Water Facility North Royalton Pump Station	5953 Deering Avenue Parma Heights 44130 15950 Ridge Road North Royalton 44133
6 Secondary Station Sites Broadway Station Cedar Station Engle Station Green Road Station Independence Station Pearl Road Station Pleasant Valley Station Sheppard Station Westpark Station	1010 Broadway Avenue Bedford Height 44146 27149 Cedar Road Lyndhurst 44124 6800 Engle Road Middleburg Hts 44130 4095 Green Road Beachwood 44122 6531 Brecksville Road Independence 44131 5981 Pearl Road Strongsville 44130 5711 Pleasant Valley Road Parma 44129 10440 Sheppard Road Macedonia 44056 4513 West 130th Street Cleveland 44135
7 Water Tower Facilities Bassett Tower Blossom Hill Tower Brecksville Tower Darrow Tower Dover Tower Keller Tower Kinsman Tower Ledge Tower South Twinsburg Tower Strongsville Tower	1820 Bassett Road Westlake 44145 4000 Oakes Road Brecksville 44141 902 Highland Road Brecksville 44141 9877 Darrow Road Twinsburg 44087 4906 Dover Center Road North Olmsted 44070 957 Pearl Road Brunswick 44212 25100 Chagrin Boulevard Beachwood 44122 233 Ledge Road Northfield 44067 8021 Bavaria Drive Twinsburg 44087 18778 Royalton Road Strongsville 44136
8 Mindszenty Plaza Public Utilities Building 1825 Lakeside Avenue	East 12 th Street/Lakeside Ave Cleveland, OH 44114 1201 Lakeside Avenue Cleveland, OH 44114 Cleveland, OH 44114
9 Water Pollution Control Stations Kirby Avenue Headquarters Bradley Incinerator Panna Lane	12302 Kirby Avenue Cleveland, OH 44108 4235 Bradley Road 2200 West 3 rd Street 1034 Panna Lane

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9 Water Pollution Control Stations Continued

West 11 th	1100 West Superior Avenue
Harsax	4302 West 197 th Street
Service Yard	2900 West 3 rd Street
Mary Street	2539 West 5 th Street

10 Cleveland Public Power

CPP Headquarters	1300 Lakeside Avenue Cleveland, OH 44114
Ansel Road	10003 Hough Ave
Artic Road	6620 Artic Court
Broadview	2109 Broadview
Cleveland Thermal	1825 Lakeside Ave
Clinton	1455 W 65th Street
Collinwood	13715 Aspinwall
Collinwood	13935 Aspinwall
Denison	3323 W 73rd Street
Division	4601 Crescent
East	2306 Woodhill Rd.
East Industrial	4444 Lee Rd
East Side Service Center	743 E 140th Street
E 79 Street	7614 Woodland Ave
Eglindale	3483 Scranton Road
Fairmount	2316 Woodhill Rd.
Fenwick Park	Fenwick & W 43rd Pl
Five Points	910 E 153rd Street
Hayden	13620 St Clair Ave
Henninger	3310 Henninger
Lake Road	5251 North Marginal Rd
London Rd	16105 Holmes Ave
Meters	1735 St Clair Ave.
Memphis	5702 Memphis Ave
Neff	957 E 185th Street
Nine Mile	12660 Coit Rd
Northeast	1383 Lakeview Rd
Nottingham	1302 Chardon Rd
Parkgrove	290 E 156th Street
Pofok	9010 Holton Ave
Reserve Court	10601 Reserve Ct
Ridge	3725 Ridge Rd
Scranton	1508 University Rd
South Marginal	5300 S Marginal Rd
Southeast	3860 E 91st Street
Tampa	4459 State Rd
Waterloo	17200 South Marginal Rd

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10 Cleveland Public Power Continued

Westside Service Center	2490 W 41 st
Western	11202 Western Ave
Windsor	5299 Chester Ave

11 Office of Radio Communication's Towers

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

12	Distribution and Maintenance	4600 Harvard Ave. Newburgh Heights, Ohio 44105
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Note: The exact limits of work for each Secondary Station Site And Tower Facility shall be determined in the field by the Plant or Building Manager responsible for each site. The contract limits shall not extend $\pm 25'$ beyond the existing property/security fence at each site.

D-5 EQUIPMENT

The following is a non-inclusive list of equipment and tools recommended for landscape replacement:

Round point shovels	Flat shovels
Power edger (blade)	Lopping shears
Scoop shovel	Ladders
Litter bags	Edge knife (long handle)
Wheelbarrow/cart	Sod lifter
Drop spreader	Pick mattock
Ross root feeder	Flat mattock
200-gallon tank & pump	Sidewalk brooms
Power sprayer (55-gallon w/300 psi)	Hedge shears
Pruning shears and/or saws	Pole pruners and/or saws
Garden forks	Bow saw
Straight head soil rake	Safety ropes

All equipment must be in proper working condition. In addition, consult specifications for equipment and sizes needed to perform the specific work items as directed in these specifications.

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D-6 PLANT MATERIALS AND LANDSCAPE SUPPLIES

- A. Plant Material: All plants including trees, shrubs and herbaceous plants, deciduous or evergreen, shall be in accordance with U.S.A. "Standard for Nursery Stock" as specified by the American Association of Nurserymen, Inc., Washington, D.C. 20005.

All plants shall be sound, healthy, vigorous, freshly dug, and nursery grown in a climate similar to or more severe than Ohio. Only plant material, which has been inspected and certified by an official state or federal inspector, will be used. Plants shall be true to form with good branching habit, straight trunks and stems. Collected plants are not acceptable.

- B. Mulch/Decorative Stone: Mulching material shall be shredded bark mulch or other approved material. Mulch shall be double shredded, aged one (1) year and treated to prevent weed growth. No single piece shall exceed eight inches (8") in length or one and one quarter inches (1-1/4") in thickness. Mulch shall be uniformly applied to completely cover the top surface of the tree pit and planted shrubs, and to edges of beds as directed to a minimum depth of 2" but shall not exceed 3". Mulch to be applied as per Schedule of Items, as directed, and immediately after planting is complete. Mulch shall not be in contact of tree. Decorative stone shall be 2" to 6" in size, with minimum depth of 2".
- C. Water: Water supply will be furnished by the City. The contractor shall be responsible to provide all hoses, adapters, couplers, irrigation and sprinkler heads plus any and all other appurtenances and hardware necessary to perform irrigation/watering responsibilities.
- D. Topsoil: Topsoil shall be natural and/or processed, consisting entirely of natural components, friable, loam (See Appendix A - Soil Textural Classification Chart) without admixtures of subsoil, taken primarily from the original surface of areas that have natural drainage. It shall be without clods, hardpan, shale, stone or any other refuse from building or industrial operations. One hundred percent (100%) by weight shall pass a 1" screen and 90% to 100% shall pass a 3/4" screen, and 50% to 100% shall pass a 1/4" square opening sieve. Topsoil shall have a Ph level of 5.7-7.0. Organic matter content shall be not less than 5% by weight, nor more than 20% by weight.
- All topsoil shall be approved and tested (including Ph levels) before any topsoil is placed. The contractor shall be responsible for the testing of topsoil, including costs. A maximum of ten (10) tests per site will be required to verify that the material is in full compliance with all requirements of these specifications. (If additional topsoil is required for these sites, the contractor shall be responsible for all testing, including costs. Additional topsoil will be tested at an average rate of one (1) test per every fifty (50) cubic yards of topsoil). Topsoil shall conform to

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ODOT Section 650 (650-654). Where ODOT topsoil and these City of Cleveland topsoil specifications differ, the City of Cleveland's topsoil specifications shall prevail.

A sample cubic yard or load of topsoil intended for use in the improvement shall be delivered to the site, deposited where it shall remain protected from disturbance throughout period of delivery, as a check upon subsequent deliveries that must equal the sample in quality. The Contractor shall advise the Division of Water of the location of the supply, the total available and the approximate quantity he intends to use for the improvement. No topsoil shall be delivered, deposited or otherwise worked while wet, muddy or frozen.

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

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

- F. Fungicides, Herbicides, Insecticides, Pesticides And Fumigants: Prior To Use, All Fungicides, Herbicides, Insecticides, Pesticides And Fumigants Shall Be Approved For Use On Public Utilities Property By The Department of Public Utilities. No Exceptions.

When fungicides, herbicides, insecticides, pesticides or fumigants are required, a thorough inspection of the conditions requiring application shall be made in writing by a qualified representative (i.e., a qualified horticulturist or a certified pesticide applicator). Product recommendation shall be made by a qualified horticulturist based on investigative findings. Any And All Applications Of Chemicals Shall Be By A Certified Pesticide Applicator Only. All of these products require licensing of applicators before actual application is made. Contact local county extension services of state offices for license information. The contractor shall supply Safety Data Sheets (SDS) where applicable by law or as requested.

- G. Weed Killers: Prior To Use, The Department of Public Utilities Shall Approve All Weed Killers For Use On Public Utilities Property. **No Exceptions.**

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Before planting, the contractor shall be responsible to remove all weeds and grasses for preparation of seeding on cleared ground by rototilling and plowing to uproot vegetation and rake out all uprooted vegetation. The Contractor shall then thoroughly irrigate the roto-tilled area to encourage the germination of weed seeds near the surface. The contractor shall apply a vegetative kill as per manufacturer's specifications. After a period of 10-14 days, the contractor may seed.

Note: Prior To Use, All Weed Killers, Fungicides, Herbicides, Insecticides, Pesticides And Fumigants Shall Be Approved For Use On Public Utilities Property By The Division Of Water. No Exceptions.

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

D-7 PLANTING SEASON OF TREES AND GROUND COVER PLANTS

The planting season for trees shall be from April 1 to June 1 and from October 15 to December 1. For ground cover plants, the planting season shall be from March 15 to May 15 and from August 15 to November 1. No trees shall be planted from December 1 to April 1 without the approval of the director or his designee. The contractor shall notify the Director or his designee at least two (2) weeks in advance of the time he intends to plant trees.

Trees planted in Summer shall be guaranteed for one (1) full Summer and shall be in full count and healthy condition the next succeeding September 15.

D-8 PREPARATION OF PLANTING BEDS

- A. Reworking Of Topsoil: After natural settlement of topsoil has taken place, the surface shall be at the finished grades shown on plan or as determined in the field by the Plant or Building Manager. Contractor shall rake and remove all stones and other debris from the surface to the satisfaction of the inspector.
- B. Fertilizer: A 10-6-4 fertilizer spread at the rate of ten (10) pounds per one thousand (1000) square feet shall be broadcast on the prepared topsoil surface at least twenty-four (24) hours in advance of planting.

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- C. Topsoil: The contractor shall haul-in additional topsoil when existing topsoil is not sufficient to complete the preparation of planting beds in accordance with these specifications. The contractor shall be responsible for the spreading of topsoil, raking of stones and final preparation to completion.
- D. Fertilizer - Lawn Areas and Planting Beds: The organic fertilizer of 10-6-4 composition shall have the following: ten (10) units of available nitrogen (if nitrogen is .25% or more under, it shall be ruled as deficient), six (6) units of available phosphate (if phosphate is .50% or more under, it shall be ruled as deficient) and four (4) units of water soluble potash (if potash is .50% or more under, it shall be ruled as deficient).

The above twenty (20) units shall be derived from a minimum of 20% organic source: Soybean Meal, Tobacco and High-Grade Tankage in proper proportions. The balance shall be derived from Crystal Sulphate or Ammonia, Super-phosphate and Muriate of Potash in proper proportions.

Minor and trace elements in proper amounts shall provide the following minimum in proper proportions:

17.5% Fe(2)O(3)	equal to	12.25%	Iron
7.8% MnO(2)	equal to	4.90%	Manganese
2.5% CuO	equal to	2.00%	Copper
5.0% ZnO	equal to	4.00%	Zinc
6.5% B(2)O(3)	equal to	2.00%	Boron
0.2% MoO(3)	equal to	0.13%	Molybdenum

The delivered mixture or product must not contain muck, sludge, lignite or any other inert material. The mixture or product must be delivered in fifty (50) or one hundred (100) pound bags.

- E. Fertilizer - Trees and Shrubs:
1. Nutri-Pak slow-release fertilization packets shall be placed in each tree and shrub-planting pit as per manufacturer's specifications and as per detail.
 2. Nutri-Pak packet(s) shall be placed in the soil at a depth of six to eight inches (6" - 8") near but not touching the root ball at a rate of one package per caliper inch (two-inch tree = two packages) in a circular arrangement. For shrubs, the packets shall be placed in the soil at a depth of six to eight inches (6"-8") near but not touching the root ball at a rate of one package per twelve inches (12") of height or spread.

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3. Fertilizer packets shall have the following guaranteed analysis:
16-8-8
Nitrogen (N) 16% = 14.75% Ammoniacal Nitrogen +
1.25% Nitrate Nitrogen
Phosphorus (P) 8% = (P2O5) Phosphoric acid and Phosphate
Potassium (K) 8% = (K2O) Potassium Chloride
4. The Plant or Building Manager, or his designee, may witness the placement of Nutri-Pak packets in each tree/shrub pit. The contractor shall submit to the Manager or his designee invoices/receipts showing proof that the correct number of packets were used for each job. Failure to do so may result in partial or non-payment for the tree/shrub planting item(s).

D-9 TREE PIT PREPARATION

Tree pits shall be excavated as per Planting Details provided.

Remove, when found, all rock, shale, cinders and other materials detrimental to plant growth, to a depth of 12" below the required depth of excavation. Refill additional excavation with 12" of compacted acceptable fill. Holes to be approved by the inspector before filling with specified approved topsoil. Manure shall not be used in tree pits. All tree pits shall be prepared prior to delivery of trees.

D-10 PLANT MATERIAL

- A. Climate: All trees, shrubs, vines and herbaceous plants, deciduous or evergreen, shall be sound, healthy, vigorous, first-class, freshly-dug and nursery grown in a climate similar to or more severe than Ohio.
- B. Insect and Plant Disease: All plant material shall be free of insects, their eggs and larvae. Shipments shall be accompanied by Certification of Inspection from authorities having jurisdiction over use and shipment. In addition, out of state vendors must conform to the Ohio Pest Laws.
- C. Mechanical or Cultural Injury: Plants shall be free of mechanical or cultural injury, injury by rodents and free of noticeable aftereffects of insects (borers).
- D. Names: Plants shall be true to scientific name. The names used are from Standardized Plant Names, Second Edition 1942, prepared by the American Joint Committee of Horticulture Nomenclature. Identification identity shall be as described in the Manual of Cultivated Trees and Shrubs by Alfred E. Render.

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- E. Habitat and Measurement: Nursery grown plants shall have the natural form of their species as grown in the nursery row. Specified heights shall be above undisturbed ground in the nursery row. Trees by caliper size shall be measured by standard tree calipers graduated in 1/4" intervals for sizes up to two inches (2") and one-half inch (1/2") intervals for sizes over two inches (2") at a distance of six inches (6") from the ground.
- F. Grading: In any one nursery grade such as three feet (3'), five to six (5'-6') feet etc., no more than 25% shall be of minimum size, 75% shall be in excess of minimum size; but under maximum size. Oversized plants shall be accepted upon specified approval of the Director or his designee; but shall not be the basis of additional payment. Plants when specified by one dimension shall meet the specifications exactly.
- G. Nursery-Grown Nursery-Stock: For the purpose of this specification, a nursery is an established commercial enterprise not in the process of liquidation, which propagates, grows and sells, or offers for sale to the general public, nursery grown, nursery stock, produced upon its own land (or bought from its commercial competitors as its sole or principal occupation activity). Those whose principal occupation is not production of plants for general public sale at a profit are not qualified as nurseries, nor are their plants nursery grown, nor their plants nursery stock under these specifications.
- H. Tagging: The Plant or Building Manager will be responsible to tag the plant material from nurseries that are acceptable to both the contractor and the City of Cleveland. The contractor shall provide transportation for himself and the City's representative to the agreed upon nursery. The Contractor is responsible to purchase the tagged material, deliver it to the site, and plant as directed. This does not remove the Contractor from his guarantee requirements.

The Contractor Will Not Be Allowed To Select A Nursery Outside A 250 Mile Radius Of Downtown Cleveland.

D-11 CONDITION OF SHIPMENT OR DELIVERY

- A. Plants: Plants listed balled and burlapped (B & B) shall be delivered with hard, compact, natural balls of earth wrapped and tied in burlap or other suitable wrapping inside a wire basket. Plants with fractured balls shall not be used. Size of ball shall be in accordance with the Standards listed in the American Nurseryman's Association Manual.

During delivery, roots shall be protected by moist packing material and the entire shipment, if by truck, protected from drying by tarpaulin or equal.

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- B. Samples, Nursery Inspection and Sources of Nursery Stock: The contractor shall supply the Director or his designee with complete information as to where the nursery stock is grown prior to inspection of delivery of samples. Inspection, sealing and approval of samples for quality and size only; variety, color and other requirements shall remain the responsibility of the contractor.

D-12 HANDLING UPON ARRIVAL

- A. Protection from Sun, Wind and Frost: At all times, plants must be adequately protected from the drying actions of wind and sun. Plants distributed to planting beds shall be kept covered by wrappings or earth covering. During cold weather, the roots shall be heeled-in to protect from frost.
- B. Depth of Planting: Plants when set and settled shall be in accordance with the planting detail.
- C. Balled: Balled and burlapped plants, deciduous or evergreen, shall be placed as shown on the planting details.

D-13 PLANTING OPERATIONS

- A. Balled and Burlapped Stock: Balled and burlapped stock shall be centered in their pits with wrappings intact. After turning to present the best of the plant toward lawn, walk, or other point of view, all staves, platform and the cordage not binding the ball shall be removed.

Wire baskets shall remain for ease of handling and to ensure that the ball of the tree remains protected unless the contractor deems it necessary to remove the basket. However, the top 1/2 of the wire basket shall be cut and removed once the tree has been placed in the tree pit. **Bending Or Folding The Wire Down Into The Tree Pit Is Unacceptable.**

Salvaged burlap is optional with the contractor, and he shall be responsible for broken balls. Replacement for broken balls shall be made as quickly as possible.

- B. Unfavorable Weather
1. Dry Weather or Drought: In dry weather, or in drought, balled plants shall be set in their pits and backfilled with loam three-quarters full, and the pit then filled to brim with water. While still wet, the soil backfilled shall be settled by insertion of the handle of a shovel or other stick to subgrade and rocked back and forth until soil and water are well mixed, after which the backfill shall be completed and firmed the following day by tamping. Bare-rooted shrubs and vines shall be gently moved up and down in water

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and soil until well puddled and then backfilled and allowed to stand overnight before final firming.

2. Cold Weather: Planting operations shall stop when soil is frozen or when topsoil is muddy.

- C. Staking and Guying: Trees shall be staked immediately after planting. Stakes shall not be driven through the ball of balled and burlapped (B & B) plant material. Stakes shall be firmly driven into soil.

Stakes shall be hardwood, straight, sound and free from any defects that impairs the strength of wood and shall be 2" x 2" x 30" long and notched to receive wire as per detail.

Insert a double strand of #11 galvanized wire through 5/8" rubber hose and loop and twist hose around trunk of tree and securely fasten wire to stake or brace, making sure, that trunk of tree does not rub against wire of stake. The contractor shall make the guy wire taut by inserting a screwdriver or other tool between the wires and twisting until the slack is taken up but not so much that the tree is damaged. Tree shall be plumb, after staking is complete. It shall be the Contractor's responsibility to keep wires tightened while contract is in force.

The Director Or His Designee Must Approve Any Alternative Staking And Guying Method In Advance.

D-14 WRAPPING

Tree shall be spirally wrapped with four inch (4") wide Sisalkraft or approved equal, overlapping 1/2 of the width of the paper.

Tree trunk shall be wrapped from the ground up to second lowest branch and securely tied in place to the satisfaction of the inspector.

D-15 MULCHING TREE AND SHRUB BEDS

Mulching material shall be shredded hardwood bark mulch or other approved material. Mulch shall be single shredded, aged one (1) year. No single piece shall exceed eight inches (8") in length or 1-1/4" in thickness. Mulch shall be uniformly applied to completely cover the top surface of the tree pit and planted shrubs, to a minimum depth of four inches (4") but shall not exceed five inches (5"). Mulch to be applied immediately after planting is complete. Mulch shall not be in contact of tree.

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D-16 CLEAN-UP

Upon completion of the work, the contractor shall remove from the site all cordage, wrapping, staves and extraneous materials. He shall remove all his tools, equipment and other materials, except those necessary for maintenance. Litter developing due to the contractor's installations shall be removed as it gathers. Plant labels shall be removed from all plants.

D-17 PRELIMINARY ACCEPTANCE OF TREE AND SHRUB INSTALLATION

Upon completion of all planting, staking and guying, wrapping, spraying, if required, the plantings shall be inspected and, if found as specified, preliminary acceptance shall be granted, and payment processed. Preliminary acceptance does not include replacement of guarantee.

D-18 WATERING AND MAINTENANCE

Planting areas shall be cultivated and watered during the life of the contract. Contractor shall spray and water plant material, if required. Tree pits, planting beds and groundcover beds shall be kept weed free during the life of contract.

D-19 GUARANTEE OF TREES AND SHRUBS

All plants shall be guaranteed for a period of one summer growing season after planting.

Planting material installed in the fall shall be in full count and healthy condition on the next succeeding September 15, at which time replacements shall be determined and scheduled for installation during the planting period of October 15 - December 1 of that same season.

Spring material shall be in full count and healthy condition on the next succeeding May 15, at which time replacements shall be determined and scheduled for installation prior to June 1 of the same season.

After replacements are made and upon the completion of the guarantee period, the contractor shall be relieved of all responsibility for planting, maintenance and guarantee.

D-20 REPLACEMENT OF PLANT MATERIALS

All trees, shrubs, vines and other plant materials that are not alive, normally healthy or in poor condition, and those that have died back beyond the normal pruning line shall be replaced by the contractor At His Expense And At No Expense To The City Of Cleveland with plant material of the specified species or variety, size and quality meeting the specifications

D-21 REMOVAL OF GUYING, STAKING, WRAPPING

The contractor shall be required to remove all staking, guy wires, tree wrap or other support or protective materials after a period of one year after acceptance or as directed.

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D-22 SEEDING AND FERTILIZER

- A. Grass Seed Mix: The lawn seed shall be vendor mixed Tall Fescue, dwarf type as follows:

<u>Grass by Name</u>	<u>% by Weight</u>
Hubbard 87 Tall Fescue	35%
Crossfire Tall Fescue	33%
Excalibur Tall Fescue	32%

The mixture shall be proportioned as above or as otherwise approved by the Plant or Building Manager, with purity and germination not less than stated.

- B. Grass Seed: Seed shall conform in quality, species, and proportions to the provisions of Detail Specifications. The contractor shall supply sample of the seed, the certified vendor's analysis and the vendor's name and address. When seed is not vendor mixed, he shall supply surplus of the individual seed intended for use, and the analysis, name and address of the vendor as before stated. The sample and vendor shall be subject to the approval of the Director, or his designee, who may have the samples tested by a seed-testing laboratory. The contractor shall deliver and store on the site all seed to be used in any one planting season of six (6) weeks prior to lawn sowing season.

The Inspector shall have samples taken and tested by a seed-testing laboratory. Seed, which does not meet the specification, shall be rejected and the City shall purchase on the open market lawn seed, which shall be paid for by the contractor. The cost of tests, up to five (5) shall be paid for by the contractor.

- C. Sowing Season: Lawns shall be sown from September 1 to October 15th in the fall and from whenever the ground is in suitable condition in the spring until no later than May 20th. The contractor may, at the approval of the Inspector as to the method, sow lawn seed later in the spring, providing that the additional precautions are observed and undertaken by the contractor at no additional cost to the City.
- D. Washouts: Washouts and damages caused by any agency are the responsibility of the contractor and are to be repaired or replaced to these specifications.
- E. Sowing: The topsoil on the lawn areas shall be loosened by disking and the seedbed prepared by raking and removal of all stones, sticks and other materials to the lines and grades of plan and the approval of the Inspector.

After topsoil has been properly prepared, a 10-6-4 fertilizer (see Fertilizer, Section D-8 B and D) shall be broadcast at a rate of ten (10) pounds per one thousand (1,000) square feet.

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After fertilizer has been placed, grass seed shall be spread at the rate of five (5) pounds per one thousand (1,000) square feet. Grass seed shall be evenly spread and sown in a minimum of two (2) separate sowings, the second at right angles to the first, using not less than a total of five (5) pounds per one thousand (1,000) square feet for the entire sowing.

After sowing, the seed shall be lightly raked in and rolled with a four hundred (400) pound lawn roller. The lawn shall be watered as required.

D-23 MAINTENANCE OF SEEDED AREAS

The contractor shall maintain the designated seeded areas until grass seed on barren areas has germinated and has produced a thick stand of the specified grasses. Mowing, watering, and reseeding, as required.

The maintenance period shall end after four (4) successive mowings; each mowing spread at least seven (7) calendar days apart, provided bare areas have produced an acceptable stand of grass. Mowings shall commence when turf has reached a three-inch (3") height. **Contractor Must Notify Plant or Building Manager When Turf Is To Be Mowed.**

D-24 PRELIMINARY ACCEPTANCE OF SEEDED LAWN AREAS

Upon completion of all seeding and maintenance (minimum of four (4) mowings), the seeded areas shall be inspected and, if found as specified, preliminary acceptance shall be granted. Preliminary acceptance does not include replacement of guarantee.

Please note the Contractor shall not be paid for any seeding item until preliminary acceptance is granted. It is the Contractors responsibility to provide the City with a weed-free, thick stand of acceptable turf.

When conditions warrant acceptance in part, the Plant or Building Manager may, at his/her own discretion, accept the part or parts of the lawn, which have developed an acceptable stand of grass. Acceptance shall be in units not less than 20,000 square feet (1/2 acre), which can be designated on the ground by readily determined boundaries.

D-25 GUARANTEE OF SEEDED AREAS

All seeded areas shall be guaranteed for a period of one summer growing season after planting.

Seeded areas installed in the fall shall be in weed-free, acceptable condition on the next succeeding September 15, at which time replacement areas shall be determined and scheduled for re-seeding during the planting period of October 15 - December 1 of that same season.

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Seeded areas installed in the spring shall be in weed-free, acceptable condition on the next succeeding April 15, at which time replacement areas shall be determined and scheduled for installation prior to June 1 of the same season.

After reseeding is performed and upon the completion of the guarantee period, final payment shall be made, and the contractor relieved of all responsibility for reseeding, maintenance and guarantee.

D-26 RECONDITIONING OF EXISTING LAWN AREAS

The contractor, at his own expense, shall recondition any existing lawn areas damaged by the contractor's operations, including but not limited to the storage of materials or equipment and movement of vehicles, all in accordance with these specifications.

D-27 ANNUAL, BULB AND PERENNIAL PLANTINGS

- A. Annual Plantings: In spring, after frost probability (usually the mid to late May), the contractor shall cultivate the annual flowerbeds as directed by the Plant or Building manager. Exact type, spacing, layout and installation method of plant material shall be determined and/or approved by the manager prior to installation. Soak annual plants roots thoroughly prior to installation.

The Director or his designee must approve installation of annuals after installation. Once installation has been approved, maintenance of annual flower beds shall become the responsibility of the Landscape Maintenance Contractor.

- B. Bulb Plantings: In fall, usually late September/early October, the contractor shall cultivate the bulb flowerbeds as directed by the Plant or Building manager. Exact type, spacing, layout and installation method of plant material shall be determined and/or approved by the manager prior to installation. When planting, add a small amount of bone meal (2-11) to the soil before planting bulb. Bulbs should be planted 1" deeper than recommended depth.

The Director or his designee must approve installation of bulbs after installation. Once installation has been approved, maintenance of bulb/flower beds shall become the responsibility of the Landscape Maintenance Contractor.

- C. Perennial Plantings: In spring, after frost probability (usually the mid to late May), the contractor shall cultivate the perennial flowerbeds as directed by the Plant or Building manager. Exact type, spacing, layout and installation method of plant material shall be determined and/or approved by the Plant or Building Manager prior to installation. Soak perennial plants roots thoroughly prior to installation. Pinch off flower at planting to develop root growth for better plant development.

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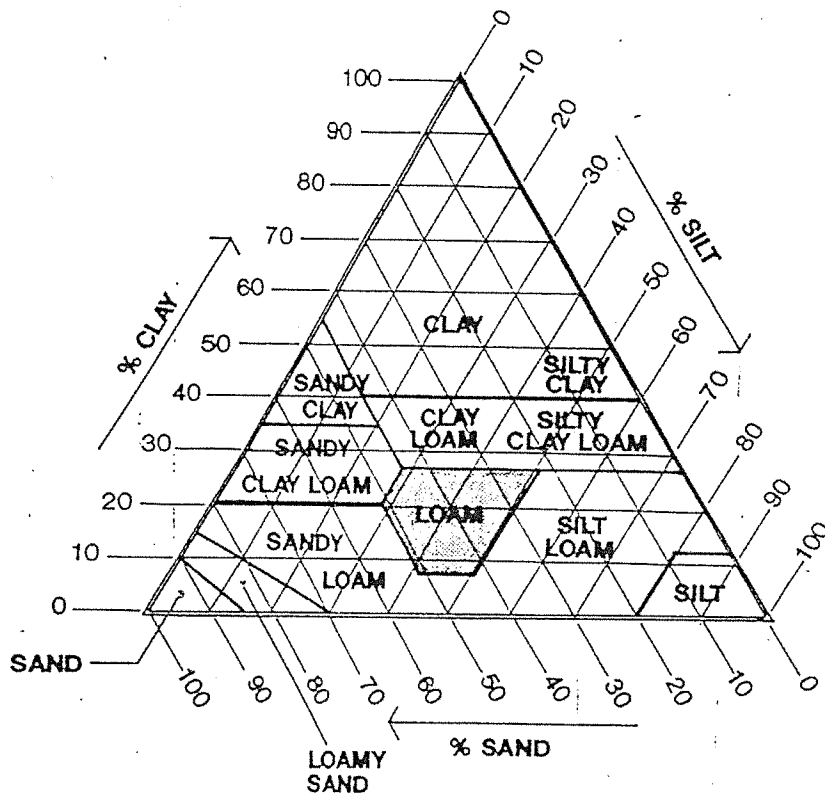
SECTION D - TECHNICAL SPECIFICATIONS

Plant or Building Manager Must Approve Installation Of Perennials After Installation. Once Installation Has Been Approved, Maintenance Of Perennial Flower Beds Shall Become The Responsibility Of The Landscape Maintenance Contractor.

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APPENDIX A

SOIL TEXTURAL CLASSIFICATION CHART



**ACCEPTABLE AREA OF SOIL TEXTURAL CLASSIFICATION FOR
THE CITY OF CLEVELAND SPECIFICATIONS.**

CLAY: Grains less than 0.002mm; individual particles are not visible; clays feel like flour when dry, but are plastic and feel sticky when wet.

SILT: Grains 0.002 – 0.05mm, which can be felt, but feel smooth; individual grains are not visible.

SAND: Grains 0.05 – 2mm, which feel like grit; individual particles are visible to the eye.

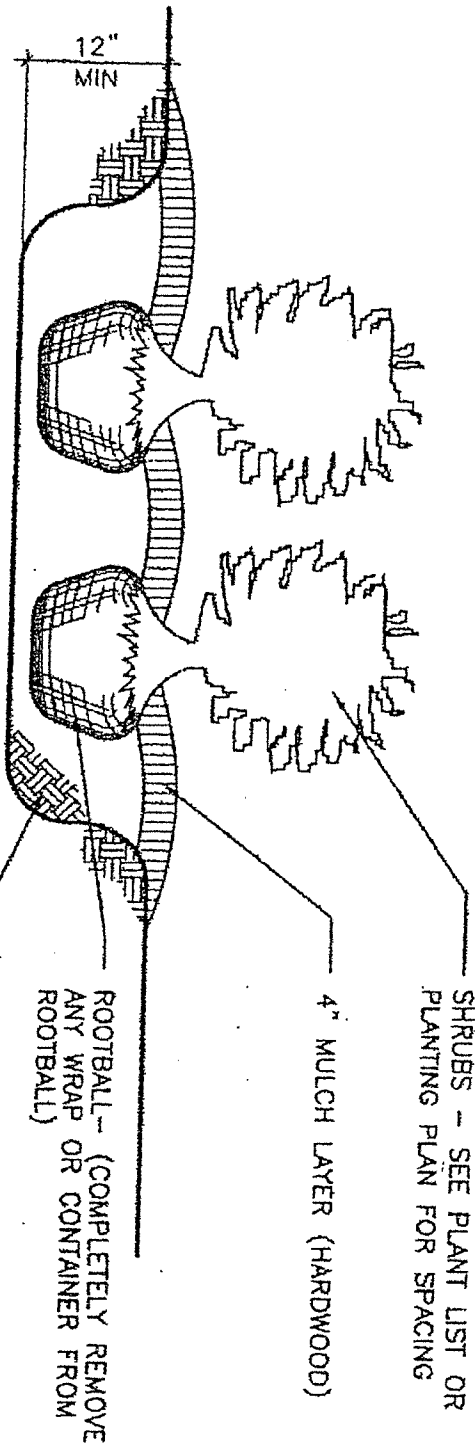
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PLANTING NOTES

- 1) EXISTING PLANT MATERIAL SCHEDULED TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING ALL PHASES OF DEMOLITION AND/OR CONSTRUCTION. ANY ITEM DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- 2) THE CONTRACTOR SHALL FURNISH AND INSTALL APPROVED FILL MATERIAL AND/OR APPROVED TOPSOIL AS NECESSARY TO ACCOMMODATE THE REQUIREMENTS OF THE PROPOSED GRADING PLAN PRIOR TO PLANT MATERIAL INSTALLATION.
- 3) ALL PLANT MATERIAL LOCATIONS SHALL BE STAKED AND FIELD APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 4) THE UNIT PRICE OF EACH PLANTING ITEM SHALL INCLUDE ALL MATERIAL, DIGGING, INSTALLATION COSTS INCLUDING TOPSOIL, MULCH, FERTILIZER, STAKING, AND WRAPPING.
- 5) ALL TREES SHALL BE WRAPPED, STAKED, GUYED, AND MULCHED AS PER DETAIL AND SPECIFICATIONS AT THE TIME OF INSTALLATION. NO EXCEPTIONS!
- 6) REFER TO THE SPECIFICATIONS FOR INFORMATION REGARDING TOPSOIL, MULCH, STAKES, GUYING SYSTEM, TREE WRAP AND OTHER PLANTING MATERIALS. IN ADDITION, ALL MATERIAL TESTING SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 7) REFER TO THE PLANT MATERIAL TABLE AND THE SCHEDULE OF ITEMS FOR ACCURATE MATERIAL QUANTITIES AND TO THE DETAILS AS INDICATED ON THE PLANTING PLAN.
- 8) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROPERLY WATER ALL PLANT MATERIAL IMMEDIATELY UPON PLANTING. IN ADDITION, THE CONTRACTOR SHALL CONFORM TO THE STANDARD CITY OF CLEVELAND SPECIFICATIONS IN REGARDS TO MAINTENANCE, GUARANTEES AND THE REPLACEMENT OF PLANT MATERIAL. FAILURE TO COMPLY WILL RESULT IN WITHHOLDING OF PROPER PAYMENT.

DD-21x

NO TO SCALE

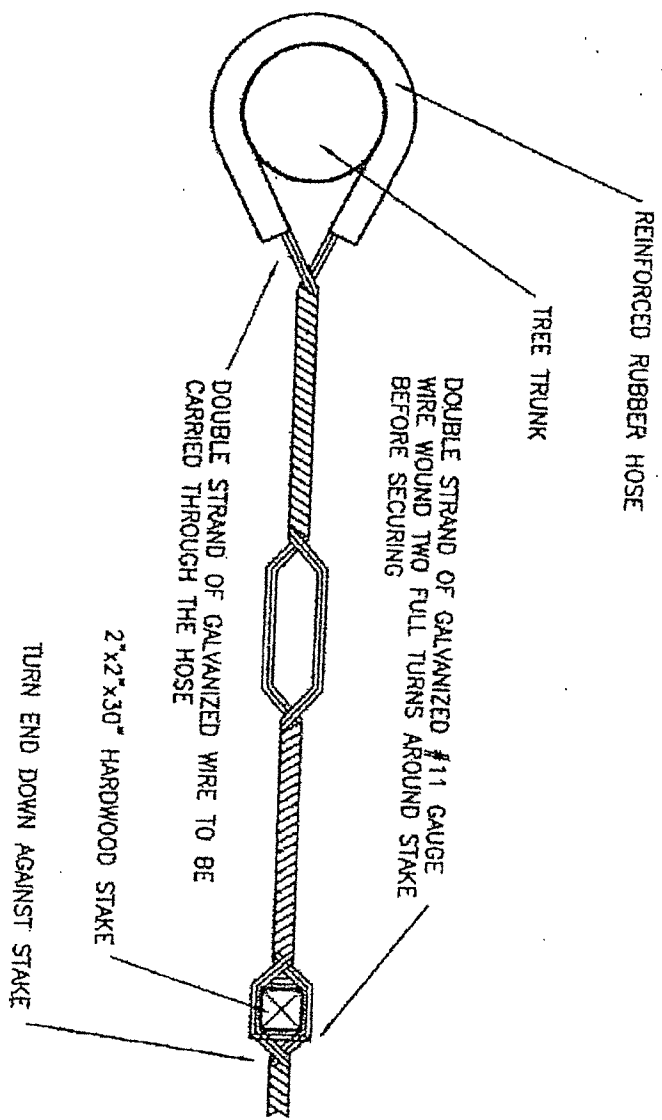


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SHRUB PLANTING

DD-2/X

NOT TO SCALE



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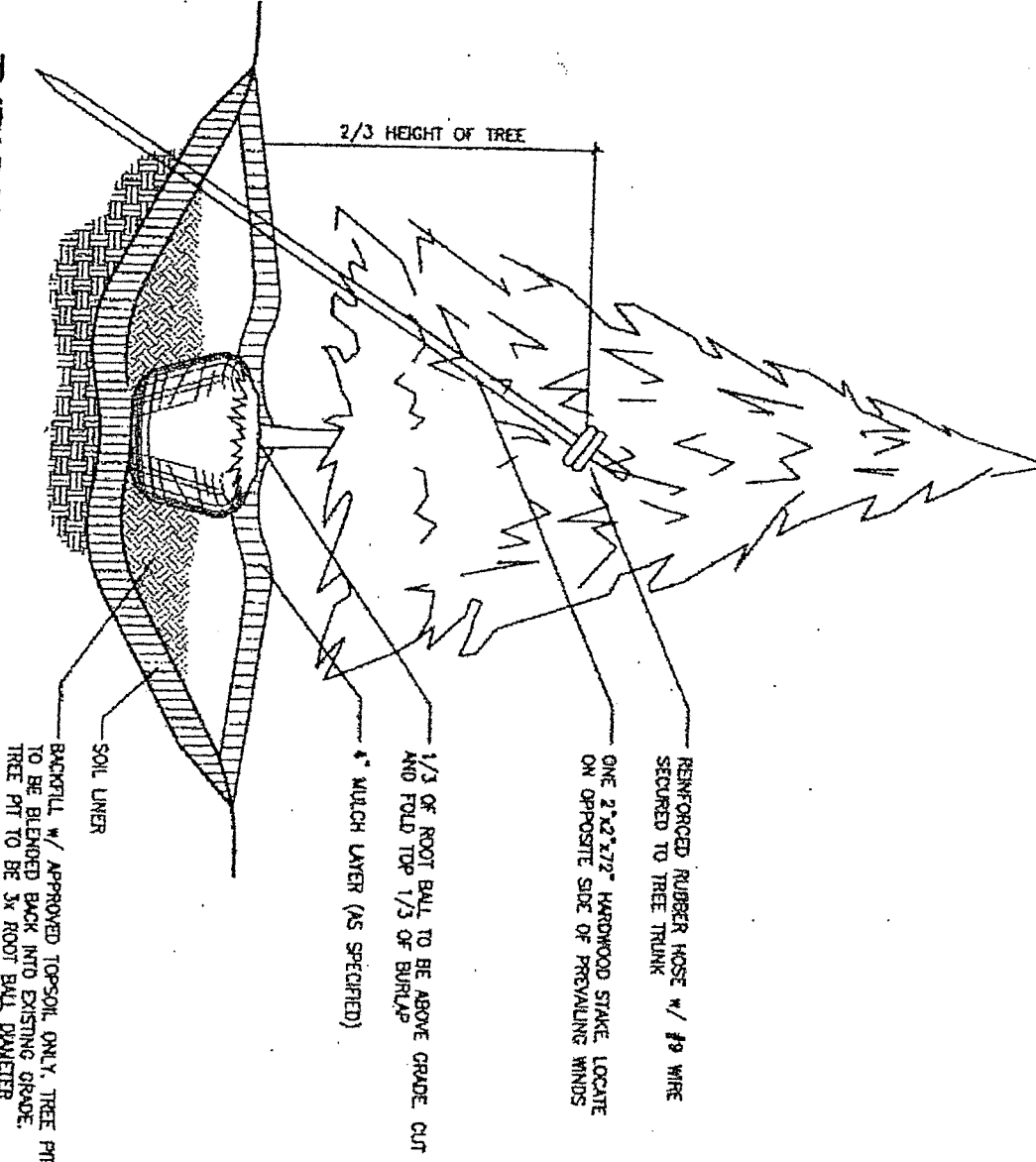
DOUBLE WIRE STAKING SYSTEM

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NOT TO SCALE

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TYPICAL EVERGREEN TREE PLANTING & STAKING

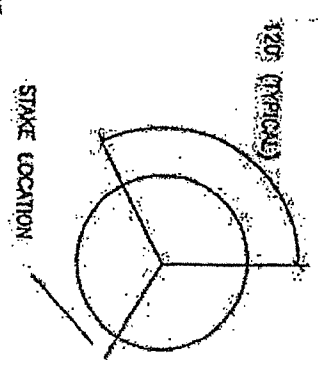
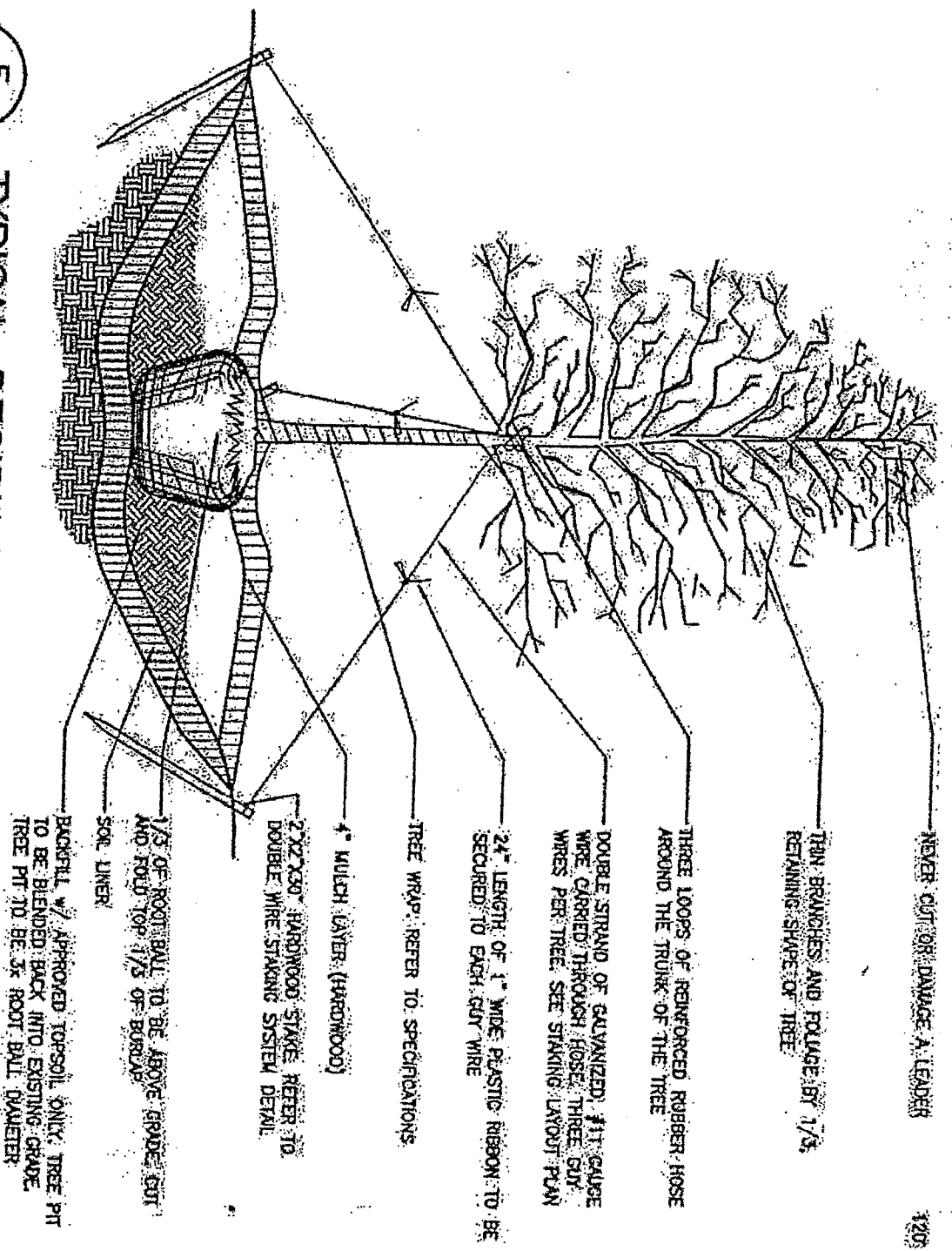


DD-4X
NOT TO SCALE

5
X

TYPICAL DECIDUOUS TREE PLANTING & STAKING

DA-5X
NOT TO SCALE



**SUPPLEMENTAL
NOTICE TO BIDDERS**

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Under Sec. 181.36 Cleveland Codified Ordinances, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By: _____

Title: _____

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

**SUPPLEMENTAL
NOTICE TO BIDDERS**

**Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE**

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



City of Cleveland
Justin Bibb, Mayor

ATTENTION BIDDERS

Office of Equal Opportunity Material Supplier Subcontracting Goal Credit Rules

As described in Section 19 of the OEO Notice to Bidders:

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 for the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process.

- The CSB, MBE or FBE must be **CERTIFIED** by the Office of Equal Opportunity as a material supplier for the materials listed on Schedule 2. If the CSB, MBE or FBE is NOT certified as a material supplier for the materials listed on Schedule 2, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract. It is the responsibility of the Bidder to confirm that the CSB, MBE or FBE material supplier is currently certified by the Office of Equal Opportunity.
- Where CSB, MBE and FBE firms are providing both **LABOR and MATERIAL SUPPLIES**, the award amounts of the labor and the material supplies must be separately listed on the lines provided on OEO Schedule 2. Any Labor award amounts will be evaluated at 100% credit, and any material supply award amounts will be evaluated at 60% credit. If the labor award(s) are not separated from the material supply award(s), OEO will evaluate the entire subcontract award at 60% of the award amount.
- If a CSB, MBE or FBE supplier **IS NOT** a manufacturer and is not performing a "commercially useful function" (See Section 19 in the OEO Notice to Bidders) in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

OHIO DEPARTMENT OF COMMERCE
DIVISION OF LABOR & WORKER SAFETY

PREVAILING WAGE RATES

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

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

Prevailing Wage Notification

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

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

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

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

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

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

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

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

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with

Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

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

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

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

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

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

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

Jeh120709

Prevailing Wage Determination Cover Letter

County: CUYAHOGA ▼
Determination Date: 07/18/2023
Expiration Date: 10/18/2023

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500



Department
of Commerce

Division of Industrial Compliance

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

General Information

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

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

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

Penalties for violation

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

Intentional Violations

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

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

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

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

An Equal Opportunity Employer and Service Provider



Department
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Division of Industrial Compliance

Responsibilities

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



Department
of Commerce

Division of Industrial Compliance

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

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

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

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

Certified Payroll Heading

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

Information by Column

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

CONTACT US

Division of Industrial Compliance & Labor
8006 Tossing Road
Reynoldsburg, OH 43068

Phone 614.644.2223
Fax 614.644.2678
Email IC@com.state.oh.us

Webmaster

Contact the Webmaster for Questions
or Comments on the Website:
webmaster@com.state.oh.us

CONNECT WITH US



LOOKUP SERVICES

Registered Contractor List
Boiler Information Database
Building Code Compliance Electronic Plan
Submission
Board Of Building Appeals Code Lookup
Elevator Database Lookup

RESOURCES

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

ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Maxfield
Supervisors Geoff Eaton

Ohio.gov

Certified Payroll Report

Report for:

Company:¹⁾

Address:

City, State, Zip

Phone No:

☐ Check if Subcontractor¹⁾

If Sub, GC/Prime Contractor Name:

Public Authority (Owner):

Contract No:

Project Name & Location:

Payroll No:

Week Ending:

Sheet:²⁾

of

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class ³⁾	3. Prevailing Wage Project Hours Worked - Day & Date	4. Total Hours	5. Base Rate	6. Project Gross	7. Fringes:				Fringe Rate Your Company Pays Per Hour				Weekly Payroll Amount			
						Approved Plans				Cash				8. Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
						Approved Plans		Cash		Approved Plans		Cash					
						H&W	Pens	Vac	Hol	Other	Total						
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title

Signature

Date



Department
of Commerce

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

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

(Signature of Officer or Agent)

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

_____ (Notary Public)

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



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Ohio Department of Commerce

Bureau of Wage & Hour Administration

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Classification = All, County = CUYAHOGA, Union = All

County	Classification	Effective	Posted	Union
CUYAHOGA	Asbestos Worker	8/23/2018	8/23/2018	Asbestos Local 207 OH
CUYAHOGA	Asbestos Worker	9/21/2022	9/21/2022	Asbestos Local 3 Heat & Frost Insulators
CUYAHOGA	Boilermaker	4/3/2019	4/3/2019	Boilermaker Local 744
CUYAHOGA	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (A)
CUYAHOGA	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (B)
CUYAHOGA	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Marble Finisher)
CUYAHOGA	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Marble Mason)
CUYAHOGA	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Terrazzo Finisher)
CUYAHOGA	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)
CUYAHOGA	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)
CUYAHOGA	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland)
CUYAHOGA	Carpenter	6/15/2022	6/15/2022	Carpenter Commercial NE Zone 3
CUYAHOGA	Carpenter	6/15/2022	6/15/2022	Carpenter Floorlayer NE Zone 3
CUYAHOGA	Carpenter	6/15/2022	6/15/2022	Carpenter Insulation NE Zone 3
CUYAHOGA	Carpenter	6/29/2022	6/29/2022	Carpenter Millwright NE Zone M1
CUYAHOGA	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
CUYAHOGA	Carpenter	6/15/2022	6/15/2022	Carpenter Pile Driver NE Zone P1
CUYAHOGA	Cement	8/25/2021	8/25/2021	Cement Mason Local 404
CUYAHOGA	Cement Mason	5/1/2023	4/26/2023	Cement Mason Statewide Hwy Hwy Exhibit B District I
CUYAHOGA	Electrical	5/10/2023	5/10/2023	Electrical Local 38
CUYAHOGA	Electrical	7/5/2023	7/5/2023	Electrical Local 38 Lightning Rod
CUYAHOGA	Electrical	1/11/2023	1/11/2023	Electrical Local 38 Lt Commercial Northern
CUYAHOGA	Voice Data Video	5/10/2023	5/10/2023	Electrical Local 38 Voice Data Video
CUYAHOGA	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Cleveland Commercial Projects
CUYAHOGA	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Cleveland Municipal Power & Transit
CUYAHOGA	Lineman	3/1/2023	3/1/2023	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland
CUYAHOGA	Lineman	3/1/2023	3/1/2023	Electrical Local 71 High Tension Pipe Type Cable
CUYAHOGA	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Outside Utility Power
CUYAHOGA	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
CUYAHOGA	Elevator	5/30/2012	5/30/2012	Elevator Local 17
CUYAHOGA	Elevator	6/8/2022	6/8/2022	Elevator Local 17
CUYAHOGA	Glazier	5/1/2023	4/26/2023	Glazier Local 181
CUYAHOGA	Ironworker	12/24/2020	12/24/2020	Ironworker Local 17
CUYAHOGA	Laborer Group 1	6/14/2023	6/14/2023	Labor Hwy Hwy 1B
CUYAHOGA	Laborer Group 1	5/1/2023	4/26/2023	Labor Hwy Hwy 5
CUYAHOGA	Laborer	5/17/2023	5/17/2023	Labor Local 310
CUYAHOGA	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - Building Local 18 - Zone I (A)
CUYAHOGA	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - Hwy Hwy Zone I
CUYAHOGA	Drywall Finisher	5/1/2023	4/26/2023	Painter Local 505
CUYAHOGA	Painter	6/10/2015	6/10/2015	Painter Local 639
CUYAHOGA	Painter	7/5/2023	7/5/2023	Painter Local 639 Zone 1 Sign
CUYAHOGA	Painter	5/31/2023	5/31/2023	Painter Local 707
CUYAHOGA	Painter	5/31/2023	5/31/2023	Painter Local 707 Hwy Hwy
CUYAHOGA	Sprinkler Fitter	7/20/2022	7/20/2022	Pipefitter Local 120
CUYAHOGA	Pipefitter	7/20/2022	7/20/2022	Pipefitter Local 120

CUYAHOGA	Pipefitter	<u>7/20/2022</u>	<u>7/20/2022</u>	Pipefitter Local 120 Mechanical Equipment
CUYAHOGA	Plaster	<u>5/31/2023</u>	<u>5/31/2023</u>	Plasterer Local 526
CUYAHOGA	Plumber	<u>5/17/2023</u>	<u>5/17/2023</u>	Plumber Local 55
CUYAHOGA	Roofer	<u>4/30/2023</u>	<u>4/26/2023</u>	Roofer Local 44
CUYAHOGA	Sheet Metal Worker	<u>8/1/2022</u>	<u>7/27/2022</u>	Sheet Metal Local 33 Industrial Door
CUYAHOGA	Sheet Metal Worker	<u>5/1/2023</u>	<u>4/26/2023</u>	Sheet Metal Local 33 (Cleveland)
CUYAHOGA	Truck Driver	<u>8/12/2015</u>	<u>8/12/2015</u>	Truck Driver HevHwy 436
CUYAHOGA	Cement Mason	<u>5/1/2023</u>	<u>4/26/2023</u>	Cement Mason Statewide HevHwy

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CITY OF CLEVELAND
FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

NOTICE TO BIDDERS:

Introduction

The Cleveland City Council passed the Fair Employment Law on June 19, 2000 to be effective on January 1, 2001.

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

Bid Schedules

Schedule 1	Declaration of Number of Employees
Schedule 2	Declaration of Health Insurance Coverage
Schedule 3	Affidavit of Compliance with C.O. Chapter 189
Schedule 4	Statement of Current Contracts with the City

Fair Employment Wage

From October 1, 2005 to September 30, 2006, the Fair Employment Wage is at least \$10.00 per hour.

Covered Employers

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

1. You or your company will provide one of the following services to the City of Cleveland as a primary part of the contract to be awarded hereunder:

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

and

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

and

3. The bidder is either

- (a) a for profit company with at least 20 employees at the time of execution of a contract with the City;
- or
- (b) a non-profit employer with at least 50 employees at the time of execution of a contract with the City and the salary ratio between the highest and lowest paid employees is more than 5 to 1.

Covered Employees

A. Definition.

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

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

B. Exclusions.

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

- 1. Uncompensated volunteers
- 2. Individuals in job training programs with classroom instruction where the individual is a client of the program
- 3. Employees who work on public construction projects subject to state or federal wage rate laws.
- 4. Employees covered by collective bargaining agreements or the Railway Labor Act

5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

Exemptions from Fair Employment Wage Law

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

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

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

Health Care Insurance Preference

The bidder may be eligible for a preference if you provide reasonable health care insurance coverage to employees who work over 30 hours a week. However, no preference shall be given if the price bid for the service

contract exceeds the lowest price bid by more than five percent (5%).
Section 189.031 of the Codified Ordinances of the City of Cleveland defines reasonable health care coverage as a plan that is comparable or superior to the family health care plan offered by the City of Cleveland to its employees. In order for the plan to be deemed comparable or superior, the plan must meet or exceed the plan of the City of Cleveland in the following respects:

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

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

Record-keeping Responsibilities

You or your company shall be obligated to maintain payroll and related records for three years following the termination of an agreement with the City. Those records shall contain the following information:

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

Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview

employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

Employee Notice Requirements

You or your company shall provide notice to employees of their rights arising under the Fair Employment Wage Law. The City will provide this notice to you and you must post it in a conspicuous place frequented by Covered Employees in your workplace.

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

City Resident Hiring

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

Compliance with Federal Laws

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

SCHEDULE 1

DECLARATION OF NUMBER OF PERSONS EMPLOYED BY THE BIDDER

1. Are you a for-profit _____ or a non-profit _____ entity?

2.

Number of Current Employees

Number of Employees If Contract Is
Awarded

★

★

★

★

★

3. If you are a non-profit entity, what is highest amount paid to any employee (please identify in what increment that amount is paid)? _____

4. If you are a non-profit entity, what is the lowest amount paid to any employee (please identify in what increment that amount is paid)? _____

Name: _____

Title: _____

SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

To be eligible for a preference based on the provision of a reasonable health care plan, this schedule must be completed. If you do not desire to obtain this preference, do not complete items 3-5. However, you must sign the form regardless of how much of the form you complete.

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

_____Yes _____No

2. What are the basic outlines of any health care insurance plans offered?

3. Answer the following specific questions about all of the health care insurance plans offered to your employees who work thirty (30) or more hours a week.

a. What is the monthly employee contribution to the health care insurance plan?

b. What is the amount of any employee deductible for plan coverage?

c. What is the amount of any employee co-payments for plan coverage?

d. Is dental insurance offered to your employees?

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

4. Have you offered reasonable health care insurance to your employees that they, as a group, have refused? _____yes _____no

When? _____

5. If the answer to question number 4 is yes, provide the information requested in number 3 above regarding the type of plan offered.

Name: _____

Title: _____

AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED
ORDINANCE CHAPTER 189

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20__.

Update 8.26.05

SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

Provide the following information about any current contracts you or your company have with the City of Cleveland.

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



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS

&

OEO SCHEDULES

City of Cleveland
Justin Bibb, Mayor

Tyson Mitchell, Director
Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

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



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY
SUBCONTRACTING GOALS
GENERAL GOODS/SERVICES CONTRACT**

The Subcontractor Participation Goals for this contract are:

20% CSB Participation

Subcontracting Goals are evaluated on the Total Bid Price or Gross Bid Price, excluding any contingency amounts or alternate bid items.

A list of certified CSB firms can be found at Cleveland.DiversityCompliance.com

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

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

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

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

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

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

3. Required OEO Schedules:

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

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

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

Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

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

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

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

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

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

4. Equal Employment Certification:

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

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

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

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

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

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

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

5. Good Faith Effort Evaluation

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

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

6. CSB Certification:

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

There are two classifications of CSBs:

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

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

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

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

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

7. CSB Contract Participation

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

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

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

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

8. MBE/FBE Certification:

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

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

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

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

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

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

9. MBE and FBE Contract Participation

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

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

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

10. MBE/FBE Bid Discounts:

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

11. MBE/FBE Evaluation Credits:

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

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

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

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

13. CSB Bid Discounts:

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

A Bid Discount of five percent (5%) for bids received from CCSBs.

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

CCSBs.

14. CSB Evaluation Credits:

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

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

15. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

16. LPE and SUBE Certification:

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

17. LPE and SUBE Bid Discounts:

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

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

18. LPE and SUBE Evaluation Credits:

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

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

19. Maximum Annual Subcontracting Program Benefit:

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

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

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

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

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

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

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

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

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

21. Joint Ventures:

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

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

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

23. Subcontractor Participation Compliance Monitoring

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

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

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

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

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

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

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



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

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

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

WWW.CLEVELANDOHIO.GOV/OEO



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

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

Schedule 1: Project Contact Information Form

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

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

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

Schedule 3: Schedule of Subcontractor Participation

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

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

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



City of Cleveland - Office of Equal Opportunity
SCHEDULE 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