BID ADVERTISEMENT FOR THE WEEKS OF

January 9, 2018 & January 16, 2019

BID OPENS - THURSDAY, FEBRUARY 7, 2019

FILE NO. 4-19 Labor and Materials needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities
FOR VARIOUS DIVISIONS OF THE DEPARTMENT OF PUBLIC UTILITIES, AS AUTHORIZED BY ORDINANCE 947-17, PASSED BY COUNCIL DECEMBER 4, 2017.

There will be a NON-MANDATORY Pre-Bid Meeting, Thursday, January 17, 2019 at 2:30 p.m. Located at Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue, Cleveland, Ohio 44114, 2nd Floor Atrium Conference Room.

Note: Bid must be delivered at 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

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorizing Ordinance</td>
<td>Page 1</td>
</tr>
<tr>
<td>Bidder's Check List</td>
<td>Item 2</td>
</tr>
<tr>
<td>Instructions to Bidders</td>
<td>Item 4 - Pages 1 of 7</td>
</tr>
<tr>
<td>REQUIRED DOCUMENT &amp; FORM</td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID - W-9 Form</td>
<td>Item 5 - Pages 1 of 4</td>
</tr>
<tr>
<td>Bidder Affidavit</td>
<td></td>
</tr>
<tr>
<td>Vendor Information Sheet</td>
<td></td>
</tr>
<tr>
<td>Bid Bond</td>
<td></td>
</tr>
<tr>
<td>Bld Form</td>
<td>Item 7 - Page 10</td>
</tr>
<tr>
<td>Bid Schedule of Items - Price Sheets</td>
<td></td>
</tr>
<tr>
<td>Part B - General Conditions</td>
<td>Pages 1 of 10</td>
</tr>
<tr>
<td>Specifications/Description of Products and/or Services - Supplemental Sections</td>
<td></td>
</tr>
<tr>
<td>Northern Ireland Form</td>
<td></td>
</tr>
<tr>
<td>Prevailing Wage, Davis Beacon, or Living Wage Schedules</td>
<td></td>
</tr>
<tr>
<td>Fannie M. Lewis Chapter 188</td>
<td></td>
</tr>
<tr>
<td>Office of Equal Opportunity Notice to Bidders</td>
<td></td>
</tr>
<tr>
<td>Office of Equal Opportunity Clause</td>
<td></td>
</tr>
<tr>
<td>OEO Participation Form</td>
<td></td>
</tr>
<tr>
<td>OEO Schedule Checklist</td>
<td></td>
</tr>
<tr>
<td>OEO Schedules 1-4</td>
<td></td>
</tr>
</tbody>
</table>

CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall Room
Cleveland, Ohio 44114
216-664-2620
AUTHORIZING ORDINANCE
AS PUBLISHED IN THE CITY RECORD

Ord. No. 947-17.

By Council Members Pruitt and Kelley (by departmental request).

An emergency ordinance authorizing the purchase by one or more requirement contracts of landscape materials, supplies, and services, including labor and materials, needed to maintain, test, install, replace, improve, restore, and refurbish landscaping and tree lawns located 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, Department of Public Utilities, for a period up to two years, with two one-year options to renew, the first of which shall require additional legislative authority.

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 up to two years, with two one-year options to renew, of the necessary items of landscape materials, supplies, and services, including labor and materials, needed to maintain, test, install, replace, improve, and refurbish landscaping located at City owned or leased Public Utility facilities, including but not limited to buildings, yards, structures, stations, towers, substations, and 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, Department of Public Utilities. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercised at the option of the Director of Public Utilities, without the necessity of obtaining additional authority of this Council. 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 up to two years, with two one year options to renew, 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, Department of Public Utilities. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercised at the option of the Director of Public Utilities, without the necessity of obtaining additional authority of this Council. 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 2017-36)

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

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

Passed December 4, 2017.

Effective December 6, 2017.
City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR

DIVISION OF PURCHASES AND SUPPLIES
TIFFANY WHITE 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 authorized to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
   c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
   d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT
Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK
Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars ($50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.
A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER’S CHECK
a. When the bid is accepted, the bid bond, certified or cashier’s check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier’s check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
c. The bid bond, certified or cashier’s check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL
Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS
a. Unit Prices
   In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the spaces 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 prices 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 base of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified in 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-16 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 TEN THOUSAND DOLLARS ($10,000).

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 where 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 where 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 (LFP); 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

determination 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.
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.

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 167 and 167A 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 167 and 167A is of the essence of the contract.

SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be disclosed 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**

1. **Name (as shown on your income tax return).** Name is required on this line; do not leave this line blank.

2. **Business name/described 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:

   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) if other.
   - Other (see instructions)

4. **Exemptions (codes apply only to certain entities, not individuals; see instructions on page 5):**
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   (Applies to accounts maintained outside the U.S.)

5. **Address (number, street, and apt. or suite no.) See instructions.**

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.

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<th>Social security number</th>
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### Part II: Certification

Under penalties of perjury, I certify that:

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

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

### Sign Here

<table>
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<tr>
<th>Signature of U.S. person</th>
<th>Date</th>
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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 (tution)
- 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 an exempt payee’s share of effectively connected income is.
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.

Notes: 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 on any foreign partner’s 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 assume 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;
• 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 B239 (see File B239, 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 tax 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 he 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 B239.

Backup Withholding
What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 26% 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 leasing 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 1989 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 sells stock to an S corporation, or if you are no longer a 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 $50 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. **Solo 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 301.7701-3(c)(2)(i). 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 same 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) . . .**
  - Corporation
  - Individual
  - Sole proprietorship, or
  - Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.
  - 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.
  - Partnership
  - Trust/estate

- **THEN check the box for . . .**
  - Corporation
  - Individual/sole proprietor or single-member LLC
  - Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
  - Partnership
  - 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.
  - Exempt 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 payments 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(5)(c).
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.

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

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(j), 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(e)(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 651 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 664(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 payer 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 1-800-722-1213. 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/FormW7 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 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 accrued 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. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor 1</td>
</tr>
<tr>
<td>5. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee 1</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner 1</td>
</tr>
<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1026 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>The legal entity</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 5832 or Form 2533</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or political subdivision) 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)) | The trust |

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.

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

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.

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. Notes: 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. 5037, 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 by emailing TAS at 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.
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 3408, 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.
STATE OF

COUNTY OF

SS

AFFIDAVIT

being first duly sworn deposes and says:

Individual only:
That he/she is an individual doing business under the name of __________________________ at __________________________ State of __________________________.

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

Corporation only:
That he/she is the duly authorized, qualified and acting __________________________ of __________________________ a corporation organized and existing under the laws of the State of __________________________.

And that he/she said partnership or said corporation is filing herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

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

Affiant further says that he/she is represented by the following attorneys:
__________________________
and is also represented by the following resident agents in the City of Cleveland:
__________________________

Partnership only:
Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

Affiant further says that said partnership is represented by the following attorneys:
__________________________
and is also represented by the following resident agents in the City of Cleveland:
__________________________

Rev. 4/2012
Mudge
Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: [Name]
Vice President: [Name]
Secretary: [Name]
Treasurer: [Name]
Cleveland Manager or Agent
Attorneys: [Name]

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

____________________________________________________________________________________

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

____________________________________________________________________________________

(name of individual, partnership or corporation)

Further affiant saith not. (Sign Here) __________________________

Sworn to before me and subscribed in my presence this ______ day of ______

20_____

____________________________________
Notary Public

Rev. 4/20/12
Monhelp
VENDOR INFORMATION FORM

Please fill in:

Business Name

IRS Reporting Name

Business Address ________________ City ________________

State ________ Zip ________ Telephone (____) ____ Ext. ________

Toll Free Number 800

Vendor Fax Number

Vendor Email Address

Ordering Address ________________ City ________________

State ________ Zip ________ Telephone (____) ____ Ext. ________

Remit Address ________________ City ________________

State ________ Zip ________ Telephone (____) ____ Ext. ________

Contact Person: (ordering) ________________ (Remit) ________________

PLEASE INCLUDE THE ABOVE INFORMATION WHEN SUBMITTING YOUR BID OR PROPOSAL.
CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this ______ day of ____________, 20______.

WHEREAS, the said principal is herewith submitting bid for

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL__________________________

BY:______________________________

TITLE____________________________

By______________________________

Attorney In Fact
CITY OF CLEVELAND

BID FORM

☐ STANDARD CONTRACT BID
☒ REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR Labor and Materials needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

FOR: The Department of: Public Utilities

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

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

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

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

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

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

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

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

Complete: CORPORATION OR FIRM

Sign Here By ____________________________

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

ITEM 7
# BID — SCHEDULE OF ITEMS

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

<table>
<thead>
<tr>
<th>TITLE OF BID: Labor and Materials needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORDINANCE NO.947-17</strong></td>
<td><strong>PASSED</strong>: December 4, 2017</td>
</tr>
<tr>
<td><strong>SIGNED</strong>: December 6, 2017</td>
<td></td>
</tr>
<tr>
<td><strong>DEPARTMENT</strong>: Public Utilities</td>
<td><strong>DIVISION</strong>: Various</td>
</tr>
<tr>
<td><strong>CITY RECORD ADVERTISEMENT DATES</strong>: January 9, 2018 &amp; January 16, 2018</td>
<td><strong>STANDARD CONTRACT BID</strong>: X  <strong>REQUIREMENT CONTRACT BID</strong>:</td>
</tr>
</tbody>
</table>
| **BUYER**: James Hutcheson (216) 664-2622  
jhutcheson@city.cleveland.oh.us | **BID OPENING**  
Thursday,  
February 7, 2019  
12:00 O'CLOCK NOON  
OFFICIAL TIME |

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

SIGN, DATE, AND COMPLETE THIS PAGE; SEE SUBSEQUENT SCHEDULE OF ITEMS PAGES FOR ADDITIONAL BIDDING INFORMATION

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 %  
Days

FOR PURCHASING USE ONLY
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

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

GRAND TOTAL

Company: __________________________

Signed: __________________________

Date: ____________________________
BID - SCHEDULE OF ITEMS

Title of Bid: Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

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

Ordinance No. 947-17
Passed: December 4, 2017
Signed: December 6, 2017
City: State: ZIP Code:

Department: Public Utilities
Division: CWD, WPC, CPP, ORC

City Record Advertisement Dates: January 9 and 16, 2019
Standard Contract Bid: X
Requirement Contract Bid: 
Authorized Signature: 

Buyer: James Hutcheson, 216-664-2622
jhutcheson@city.cleveland.oh.us
Bid Opening: February 7, 2019
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.
1.01 Deciduous shade tree, 3-inch caliper, bagged and burlapied inside a wire basket, furnished and installed including staking, guyng 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 burlapied inside a wire basket, furnished and installed including staking, guyng 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 burlapied inside a wire basket, furnished and installed including staking, guyng 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 burlapied inside a wire basket, furnished and installed including staking, guyng 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 burlapied inside a wire basket, furnished and installed including staking, guyng 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.

All of this Bidding Information Must Be Kept Intact and Together With Any Agenda Issued, Must Be Returned With The Bid. Otherwise, The Bid May Be Considered Incomplete.

Item 7
# BID - SCHEDULE OF ITEMS

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

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>
| **Bid Item 1** Landscape Installation at the Baldwin Water Works Stations  
(Baldwin, Fairmount, and Kirkland 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 Exact annual material shall be determined by the Plant | 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 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.
# BID - SCHEDULE OF ITEMS

Division of Purchases And Supplies  
City Hall  
Cleveland, Ohio 44114

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

<table>
<thead>
<tr>
<th>ORDINANCE NO.</th>
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<th>SIGNED</th>
<th>STREET ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>947-17</td>
<td>December 4, 2017</td>
<td>December 6, 2017</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>UTILITIES</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OW, WPC, CP, ORC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER &amp; WPC</td>
<td></td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>CITY RECORD ADVERTISEMENT DATES</th>
<th>STANDARD CONTRACT BID</th>
<th>REQUIREMENT CONTRACT BID</th>
<th>AUTHORIZED SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 9 and 16, 2019</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BUYER:** James Hutcherson, 216-664-2622  
hutcherson@city.cleveland.oh.us

**BID OPENING:** February 7, 2019  
12:00 O’CLOCK NOON  
OFFICIAL TIME  
DATE

## DESCRIPTION

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

### 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.11</td>
<td>20</td>
<td>Cubic Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.12 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.12</td>
<td>50</td>
<td>Cubic Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.13 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.13</td>
<td>50</td>
<td>Square Foot</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.14 Furnish and install weed control matting *(DeWitt Pro 5 or pre-approved equal)* in areas designated by the Plant Manager or his designee.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.14</td>
<td>25</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.15 Furnish and install approved sod *(replacement)* in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.15</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

**ITEM 7**
## BID - SCHEDULE OF ITEMS

**Division of Purchases And Supplies**  
1200 City Hall  
Cleveland, Ohio 44114

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

<table>
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<th>ORDINANCE NO.</th>
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<th>STATE</th>
<th>ZIP CODE</th>
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<tbody>
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<td>947-17</td>
<td>December 4, 2017</td>
<td>December 6, 2017</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**CITY RECORD ADVERTISEMENT DATES**: January 9 and 16, 2019

**AUTHORIZED SIGNATURE**: [Signature]

**STREET ADDRESS**: [Address]

---

**BUYER**  
James Hutcheson, 216-664-2522  
jhutcheson@city.cleveland.oh.us

**BID OPENING**: February 7, 2019  
OFFICIAL TIME: 12:00 O'CLOCK NOON

---

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

**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) *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

- **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.

---

**ITEM 7**
**BID - SCHEDULE OF ITEMS**

**Title of Bid:** Labor and materials needed to maintain, test, install, replace, improve, restore, and refurbish landscaping at various public utilities facilities.

**Ordinance No.:** 947-17

**Passed:** December 4, 2017

**Signed:** December 6, 2017

**Street Address:**

**Department:** Public Utilities

**Division:** CWD, WPC, OPP, ORC

**City Record Advertisement Dates:**

January 9 and 16, 2019

**Bid Opening:**

February 7, 2019

**Bid Opening Time:** 12:00 o'clock noon

**Official Time:**

**Date:**

**Authorized Signature:**

**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.

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.

1.22 Funds that may be required Per Section C-35

$5,000.00

**Total Bid Item 1**

$5,000.00

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

DELIVERY (Days) | PAYMENT DISCOUNT (%)
--- | ---

For purchasing use only

**ITEM 7**
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>PRE-APPROVAL</th>
<th>COMPLETED &amp; APPROVED</th>
<th>COMMENTS and/or QUANTITY</th>
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<tbody>
<tr>
<td>1.01</td>
<td>Deciduous shade tree, 3-inch caliper</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.02</td>
<td>Evergreen tree, 10 feet high</td>
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<tr>
<td>1.03</td>
<td>Deciduous ornamental tree, 2.5-inch caliper</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td>Deciduous shrub, 24 inch height</td>
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<td></td>
<td></td>
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<tr>
<td>1.05</td>
<td>Evergreen shrub, 24 inch height</td>
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<tr>
<td>1.06</td>
<td>Groundcover plant, No. 1 container</td>
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<td>1.07</td>
<td>Perennial plant, clump form, No. 1 container</td>
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<tr>
<td>1.08</td>
<td>Annual plant, 4.5-inch container</td>
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<tr>
<td>1.09</td>
<td>Perennial Bulb (each)</td>
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<tr>
<td>1.10</td>
<td>Grass Seeding (square yard)</td>
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</tr>
<tr>
<td>1.11</td>
<td>Topsoil, 4&quot; Depth (cubic yard)</td>
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<td></td>
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</tr>
<tr>
<td>1.12</td>
<td>Hardwood Mulch; 2&quot; Depth (cubic yard)</td>
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<td></td>
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</tr>
<tr>
<td>1.13</td>
<td>Decorative Stone; 2&quot; Depth (square yard)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.14</td>
<td>Weed Control Matting (square yard)</td>
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<td></td>
</tr>
<tr>
<td>1.15</td>
<td>Sod (replacement - square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.16</td>
<td>Shrub Removal, less than or equal to 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.17</td>
<td>Shrub Removal, greater than 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.18</td>
<td>Tree Removal, less than or equal to 1.50 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.19</td>
<td>Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.20</td>
<td>Tree Removal, greater than 12 inches up to or equal to 24 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.21</td>
<td>Tree Removal, greater than 24 inches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**

Cleveland, Ohio, 4414

---

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

---

**ORDINANCE NO.** 947-17  
**PASSED** December 4, 2017  
**SIGNED** December 6, 2017

---

**BUYER**  
James Hutcheson, 216-664-2622  
jhutcheson@city.cleveland.oh.us

**BID OPENING**  
February 7, 2019  
12:00 O’CLOCK NOON

---

**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.

<table>
<thead>
<tr>
<th>2.01</th>
<th>Deciduous shade tree, 3-inch caliper, bagged and burlaped</th>
<th>3</th>
<th>each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.02</th>
<th>Evergreen tree, 10 feet high, bagged and burlaped</th>
<th>2</th>
<th>each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.03</th>
<th>Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped</th>
<th>4</th>
<th>each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.04</th>
<th>Deciduous shrub, 24 inch height, bagged and burlaped</th>
<th>5</th>
<th>each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.05</th>
<th>Evergreen shrub, 24 inch height, bagged and burlaped</th>
<th>5</th>
<th>each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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></td>
<td></td>
</tr>
</tbody>
</table>

---

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

---

**ITEM 7**
### BID - SCHEDULE OF ITEMS

**Division of Purchases And Supplies**  
221 City Hall  
Cleveland, Ohio 44114

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

<table>
<thead>
<tr>
<th>ORDNANCE NO.</th>
<th>PASSED</th>
<th>SIGNED</th>
<th>DEPARTMENT</th>
<th>PUBLIC UTILITIES</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1417-17</td>
<td>December 4, 2017</td>
<td>December 6, 2017</td>
<td>PUBLIC UTILITIES</td>
<td>CWD, WPC, CPP, ORC</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY RECORD ADVERTISEMENT DATES</th>
<th>STANDARD CONTRACT BID</th>
<th>REQUIREMENT CONTRACT BID</th>
<th>AUTHORIZED SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 9 and 10, 2019</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BUYER:**  
James Hutcherson, 216-664-2622  
jhutchenson@city.cleveland.oh.us

**BID OPENING:** February 7, 2019  
12:00 O’CLOCK NOON  
OFFICIAL TIME:  
DATE:  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 2 Landscape Installation at the Crown 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>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.</td>
<td>50</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>50</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>100</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>100</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.10 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</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**DELIVERY**  
(ONTA)  
%  
Cash

**PAYMENT METHODS:**  
FOR PREPARING USE ONLY

**ITEM 7**
**BID - SCHEDULE OF ITEMS**

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

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

**ORDINANCE NO.** 947-13
**PASSED** December 4, 2017
**SIGNED** December 6, 2017

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

**CITY RECORD ADVERTISEMENT DATES** January 9 and 16, 2019
**STANDARD CONTRACT bid**
**REQUIREMENT CONTRACT bid** X

**BUYER**
James Hutcherson, 216-664-2622
jdtAdresse@email.cleveland.oh.us

**BID OPENING**
February 7, 2019
**OFFICIAL TIME** 12:00 O’CLOCK NOON

**ITEM 7**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 2</td>
<td>Landscape Installation at the Crown Water Plant</td>
<td></td>
</tr>
<tr>
<td>As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 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-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 |
| 2.13 | 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 |
| 2.14 | Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee. Stone shall be approved by the Manager or his designee. | 25 | Square Yard |
| 2.15 | Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation) | 50 | Square Yard |

*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.**
**Description** | **Quantity** | **Units** | **Unit Price** | **Extension**  
---|---|---|---|---
Landscape Installation at the Crown Water Plant  
As Specified in Section C and Section D of the  
Attached Specification.  

2.16 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.  

2.17 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.  

2.18 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.  

2.19 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.
**BID - SCHEDULE OF ITEMS**

**Division of Purchases And Supplies**

**126 City Hall**

**Cleveland, Ohio 44114**

**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**

**STREET ADDRESS**

**ORDINANCE NO.**

947-17

**PASSED**

December 4, 2017

**SIGNED**

December 6, 2017

**CITY**

**STATE**

**ZIP CODE**

**DEPARTMENT**

**PUBLIC UTILITIES**

CWD, WPC, CPP, ORC

**CITY RECORD ADVERTISEMENT DATES**

January 9 and 16, 2019

**STANDARD CONTRACT BID**

X

**AUTHORIZED SIGNATURE**

**BUYER**

James Hutcherson, 216-664-2622

February 7, 2019

**BID OPENING**

12:00 O’CLOCK NOON

February 7, 2019

**OFFICIAL TIME**

DATE

**Bid Item 2**

**Landscape Installation at the Crown Water Plant**

As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>UNIT PRICE</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>3</td>
<td>Each</td>
<td>$5,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>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.</td>
<td>3</td>
<td>Each</td>
<td>$5,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2.22 Funds that may be required Per Section C.35</td>
<td></td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BID ITEM 2**

$25,000.00

**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 agenda issues, must be returned with the bid. Otherwise, the bid may be considered informal.**

**ITEM 7**
LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

LOCATION: Crown Water Works Stations

CONTRACTOR: ____________________________ PHONE: ____________________________

PLAN/BLDG. MANAGER: ____________________________ PHONE: ____________________________

PRE-APPROVAL BY: ____________________________ DATE: ____________________________

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

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

**Title of Bid:** Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, And Refurbish Landscaping at Various Public Utilities Facilities

<table>
<thead>
<tr>
<th>Ordinance No.</th>
<th>Passed Date</th>
<th>Signed Date</th>
<th>Source City</th>
<th>Standard Contract Bid</th>
<th>Requirement Contract Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>347-17</td>
<td>December 4, 2017</td>
<td>December 6, 2017</td>
<td>Cleveland, Ohio, 44114</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

**Department:** Public Utilities

**City Record Advertisement Dates:**

- January 9 and 16, 2019

**Buyer:**

James Hutcherson, 216-664-2622

**Bid Opening:**

February 7, 2019

**Official Time:**

12:00 o'clock noon

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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 Burlapped

- 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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Each</td>
</tr>
</tbody>
</table>

### 3.02 Evergreen Tree, 10 Feet High, Bagged and Burlapped

- 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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Each</td>
</tr>
</tbody>
</table>

### 3.03 Deciduous Ornamental Tree, 2-5-Inch Caliper, Bagged and Burlapped

- 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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

### 3.04 Deciduous Shrub, 24 Inch Height, Bagged and Burlapped

- 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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Each</td>
</tr>
</tbody>
</table>

### 3.05 Evergreen Shrub, 24 Inch Height, Bagged and Burlapped

- 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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Each</td>
</tr>
</tbody>
</table>

**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.**
**BID - SCHEDULE OF ITEMS**

**Division of Purchases and Supplies**
128 City Hall
Cleveland, Ohio 44114

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

<table>
<thead>
<tr>
<th>ORDINANCE NO.</th>
<th>PASSED 47-17</th>
<th>DATED December 4, 2017</th>
<th>STREET ADDRESS</th>
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<td>OWN, APC, CPP, OCR</td>
<td>CITY</td>
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<tr>
<td>CITY ADVANCEMENT DATES</td>
<td>January 9 and 16, 2019</td>
<td>STANDARD CONTRACT BID</td>
<td>STATE</td>
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<tr>
<td>BIDDER</td>
<td>James Hutcheson, 216-664-2622</td>
<td>BID OPENING February 7, 2019 OFFICIAL TIME</td>
<td>ZIP CODE</td>
</tr>
<tr>
<td>REQUIREMENT CONTRACT BID</td>
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<td></td>
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</table>

**Bid Item 3**
Landscape Installation at the Garrett A. Morgan Water Plant
As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.06 Groundcover plant, clump form, No. 1 container,</td>
<td>50</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>furnished and installed including mulching as per Details DD-1/X and DD-2/X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.07 Perennial plant, clump form, No. 1 container,</td>
<td>50</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>furnished and installed including mulching as per Details DD-1/X and DD-2/X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.08 Annual plant, 4.5-inch container (pot),</td>
<td>100</td>
<td>Square Yard</td>
<td></td>
</tr>
<tr>
<td>furnished and installed including mulching as per Details DD-1/X and DD-2/X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exact annual material shall be determined by the Plant.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.09 Perennial bulb, furnished and installed to proper depth</td>
<td>100</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>including mulching. Exact annual material shall be determined by the Plant Manager or his designee.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.10 Furnish and install grass seed mixture on lawn areas designated</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
</tr>
<tr>
<td>by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**OTHER IMPORTANT INSTRUCTIONS**

All of this round information must be kept intact and, together with any additional issues, must be returned with the bid. Otherwise, the bid may be considered informal.

**ITEM 7**
**BID - SCHEDULE OF ITEMS**

Division of Freshness and Supplies

1100 City Hall

Cleveland, Ohio 44114

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

<table>
<thead>
<tr>
<th>ORDNANCE NO.</th>
<th>PROCEED</th>
<th>ISSUED</th>
<th>STREET ADDRESS</th>
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<td>947-17</td>
<td>December 4, 2017</td>
<td>December 6, 2017</td>
<td>City Hall</td>
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<td>PUBLIC UTILITIES</td>
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<td>1100 City Hall</td>
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<tr>
<th>CITY RECORD ADVERTISEMENT DATES</th>
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<th>AUTHORIZED SIGNATURE</th>
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<tr>
<td>January 9 and 16, 2019</td>
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<td>Requirement Contract Bid</td>
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<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID OPENING</th>
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</table>
| James Hutchison, 216-664-2632 | February 7, 2019 | 12:00 Clock 

**BID ITEM 3**  
Landscape Installation at the Garrett A. Morgan Water Plant  
As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.11 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.</td>
<td>20</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td>3.12 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.</td>
<td>50</td>
<td>Square Yard</td>
</tr>
<tr>
<td>3.13 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.</td>
<td>50</td>
<td>Square Foot</td>
</tr>
<tr>
<td>3.14 Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.</td>
<td>25</td>
<td>Square Yard</td>
</tr>
<tr>
<td>3.15 Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)</td>
<td>50</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

All items are approximate quantities. The contract, if any, shall be for a period of two (2) years.

**ITEM 7**
**BID - SCHEDULE OF ITEMS**

**Division of Purchases And Supplies**

128 City Hall

Cleveland, Ohio 44114

**TITLE OF BID**

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

**ORDINANCE NO.**

547-17

**PASSED**

December 4, 2017

**SIGNED**

December 6, 2017

**DEPARTMENT**

PUBLIC UTILITIES

**DIVISION**

CWD, WPC, CPP, CRC

**CITY RECORD ADVERTISEMENT DATES**

January 9 and 16, 2019

**STANDARD CONTRACT BID**

**INSTALLATION DATE**

X

**REQUIREMENT CONTRACT BID**

**AUTHORIZED SIGNATURE**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**DATE**

February 7, 2019

**OFFICIAL TIME**

12:00 O'CLOCK NOON

**BUYER**

James Hutcheson, 216-664-2622

**BID OPENING**

hutcheson@city.cleveland.oh.us

**OFFICIAL TIME**

12:00 O'CLOCK NOON

**OFFICIAL TIME**


---

**Bid Item 3**

Landscape Installation at the Garrett A. Morgan Water Plant

As Specified in Section C and Section D of the Attached Specification.

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<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
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</thead>
<tbody>
<tr>
<td>3.16 Removal of shrubs (including stump grinding to a minimum of 12 inches below existing grade) <strong>less than or equal to 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>150 Each</td>
<td></td>
</tr>
<tr>
<td>3.17 Removal of shrubs (including stump grinding to a minimum of 12 inches below existing grade) <strong>greater than 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>25 Square Yard</td>
<td></td>
</tr>
<tr>
<td>3.18 Removal of trees (including stump grinding to a minimum of 12 inches below existing grade) <strong>less than or equal to 1.5 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25 Each</td>
<td></td>
</tr>
<tr>
<td>3.19 Removal of trees (including stump grinding to a minimum of 12 inches below existing grade) <strong>greater than 1.5 inch less than or equal to 12 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25 Each</td>
<td></td>
</tr>
</tbody>
</table>

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All of this Bidding Information must be kept intact and, together with any agenda issued, must be returned with the bid. Otherwise, the bid may be considered informal.
### BID - SCHEDULE OF ITEMS

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

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

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<th>BUYER</th>
<th>BID OPENING</th>
<th>OFFICIAL TIME</th>
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<tbody>
<tr>
<td>James Hutcheson, 216-664-2622</td>
<td>February 7, 2019</td>
<td>12:00 O’CLOCK NOON</td>
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<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<td>Bid Item 3 Landscape Installation at the Garrett A. Morgan Water Plant</td>
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<td></td>
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</tr>
<tr>
<td>As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 3.20 Removal of trees (including stump grinding to a minimum of 12 inches)    | 3        | Each  |            |           |
| Twelve (12) inches below existing grade) greater than 12 inches               |          |       |            |           |
| 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.                                          |          |       |            |           |

| 3.21 Removal of trees (including stump grinding to a minimum of 12 inches)    | 3        | Each  |            |           |
| 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. |          |       |            |           |

| 3.22 Funds that may be required Per Section C-35                             |          |       | $5,000.00  | $5,000.00 |

<table>
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<th>TOTAL</th>
<th>BID ITEM 3</th>
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All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.

ALL OF THIS BID 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:** Morgan Water Works

**CONTRACTOR:**

**PHONE:**

**PLAN/BLOG. MANAGER:**

**PHONE:**

**PRE-APPROVAL BY:**

**DATE:**

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

**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**

<table>
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<th>128 City Hall</th>
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**TITLE OF BID**

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PUBLIC UTILITIES

**DIVISION**

CWD, WPC, CPP, ORC

**CITY RECORD ADOPTION DATES**

January 9 and 16, 2019

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<td>February 7, 2019</td>
<td>OFFICIAL TIME</td>
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<tr>
<td><a href="mailto:jhutcheson@city.cleveland.oh.us">jhutcheson@city.cleveland.oh.us</a></td>
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**DEALER**

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<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Each</td>
<td></td>
<td></td>
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</tbody>
</table>

**DESCRIPTION**

4.01 Deciduous shade tree, 3-inch caliper, bagged and burlapped

Landscape Installation at the Nottingham Water Plant

As Specified in Section C and Section D of the Attached Specification.

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.

4.02 Evergreen tree, 10 feet high, bagged and burlapped

Insides 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.

4.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlapped

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.

4.04 Deciduous shrub, 24 inch height, bagged and burlapped

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.

4.05 Evergreen shrub, 24 inch height, bagged and burlapped

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.

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

All of this Bond Information Must Be Kept Intact And, Together With Any Addenda Issued, Must Be Returned With The Bid. Otherwise, The Bid May Be Considered Informal.

**ITEM 7**
**BID - SCHEDULE OF ITEMS**

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

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

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**CITY RECORD ADVERTISEMENT DATES**  
January 9 and 16, 2019

**STANDARD CONTRACT BID**

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**BUYER**  
James Hutcheson, 216-664-2622  
hutcheson@city.cleveland.oh.us

**BID OPENING**  
February 7, 2019  
12:00 O'CLOCK NOON

**OFFICIAL TIME**  
February 7, 2019

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**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,**  
50 each

furnished and installed including mulching as per Details #DD-1/X and #DD-2/X  
Replacement material shall match removed material.

4.07  
**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.

4.08  
**Annual plant, 4.5-inch container (pot),**  
100 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

4.09  
**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.

4.10  
**Furnish and install grass seed mixture on lawn areas designated,**  
50 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.

All of this data information must be kept intact and, together with any addenda issued, must be returned with the bid. Otherwise, the bid may be considered invalid.

**ITEM 7**
**Bid - Schedule of Items**

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

---

**Title of Bid:** Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

---

**Ordinance No.:** 947-17  
Passed: December 4, 2017  
Signed: December 6, 2017

---

**Department:** Public Utilities  
Division: CWD, WPC, CPP, DRC

---

**City Record Advertisement Dates:** January 9 and 16, 2019

---

**Buyer:** James Hutcheson, 216-664-2622  
jhutcheson@city.cleveland.oh.us

---

**Bid Opening:** February 7, 2019  
12:00 O’Clock Noon  
Official Time

---

---

**Description**  
**Quantity**  
**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 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.  
  - Quantity: 20  
  - Unit Price: Cubic Yard

- **4.12** 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.  
  - Quantity: 50  
  - Unit Price: Cubic Yard

- **4.13** 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.  
  - Quantity: 50  
  - Unit Price: Square Foot

- **4.14** Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.  
  - Quantity: 25  
  - Unit Price: Square Yard

- **4.15** Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)  
  - Quantity: 50  
  - Unit Price: 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.

---

**Item 7**
**BID - SCHEDULE OF ITEMS**

**DIVISION OF PURCHASES AND SUPPLIES**
120 City Hall
Cleveland, Ohio 44114

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

**ORDINANCE NO.**
947-17

**PASSED**
December 4, 2017

**SIGNED**
December 6, 2017

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**DEPARTMENT**

**PUBLIC UTILITIES**

**DIVISION**
CWD, WPC, CPR, DRC

**CITY RECORD ADVERTISMENT DATES**
January 9 and 16, 2019

**STANDARD CONTRACT BID**

**REQUIREMENT CONTRACT BID**

**AUTHORIZED SIGNATURE**

**BUYER**
James Hutcheson, 216-664-2632
jhutcheson@city.cleveland.oh.us

**BID OPENING**
February 7, 2019

**OFFICIAL TIME**
12:00 C'LOCK NOON

**DATE**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 4</td>
<td>Landscape Installation at the Nottingham Water Plant As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.16 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

4.17 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

4.18 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

4.19 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

Contract, If Any, Shall Be For A Period Of Two (2) Years.
**BID - SCHEDULE OF ITEMS**

**Division of Purchases And Supplies**
126 City Hall
Cleveland, Ohio: 44114

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

**ORDINANCE NO.** 947-17  
**PASSED** December 4, 2017  
**SIGNED** December 6, 2017  
**STREET ADDRESS**  
**CITY**  
**STATE**  
**ZIP CODE**

**DEPARTMENT**  
**PUBLIC UTILITIES**  
**DIVISION** CWO, WPC, OPP, ORC

**CITY RECORD ADVERTISEMENT DATES**  
January 9 and 16, 2019  
**STANDARD CONTRACT BID**  
**X**  
**REQUIREMENT CONTRACT BID**  
**AUTHORIZED SIGNATURE**  
**DATE**

**BUYER**  
James Hutcherson, 216-664-2622  
jhutcherson@city.cleveland.oh.us

**BID OPENING**  
February 7, 2019  
12:00 O'CLOCK NOON  
**OFFICIAL TIME**

---

**Bid Item 4**
Landscape Installation at the Nottingham Water Plant  
As Specified in Section C and Section D of the Attached Specification.

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>4.20 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.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.21 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.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.22 Funds that may be required Per Section C-35</td>
<td></td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BID ITEM 4**

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a Contract, If Any, Shall Be For A Period Of Two (2) Years

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**ITEM 7**
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>PRE-APPROVAL</th>
<th>COMPLETED &amp; APPROVED</th>
<th>COMMENTS and/or QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>Deciduous shade tree, 3-inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.02</td>
<td>Evergreen tree, 10 feet high</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.03</td>
<td>Deciduous ornamental tree, 2.5-inch caliper</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.04</td>
<td>Deciduous shrub, 24 inch height</td>
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<tr>
<td>4.05</td>
<td>Evergreen shrub, 24 inch height</td>
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</tr>
<tr>
<td>4.06</td>
<td>Groundcover plant, No. 1 container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.07</td>
<td>Perennial plant, clump form, No. 1 container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.08</td>
<td>Annual plant, 4.5-inch container</td>
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<td></td>
</tr>
<tr>
<td>4.09</td>
<td>Perennial Bulb (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10</td>
<td>Grass Seeding (square yard)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.11</td>
<td>Topsoil, 4&quot; Depth (cubic yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12</td>
<td>Hardwood Mulch; 2&quot; Depth (cubic yard)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.13</td>
<td>Decorative Stone; 2&quot; Depth (square yard)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.14</td>
<td>Weed Control Matting (square yard)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.15</td>
<td>Sod (replacement - square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.16</td>
<td>Shrub Removal, less than or equal to 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.17</td>
<td>Shrub Removal, greater than 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.18</td>
<td>Tree Removal, less than or equal to 1.50 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.19</td>
<td>Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.20</td>
<td>Tree Removal, greater than 12 inches up to or equal to 24 inch caliper</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.21</td>
<td>Tree Removal, greater than 24 inches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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

NAME OF BIDDER

ORDINANCE NO. 347-17
PASSED December 4, 2017
SENIOR December 6, 2017

DEPARTMENT PUBLIC UTILITIES
DIVISION CWD, WPC, CPP, ORC

CITY RECORD ADVERTISEMENT DATES January 9 and 11, 2019
STANDARD CONTRACT BID X
AUTHORIZED SIGNATURE

BUYER James Hutcheson, 216-664-2622
hutcheson@city.cleveland.oh.us

BID OPENING February 7, 2019
12:00 O’CLOCK NOON
OFFICIAL TIME

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 burlapped 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.

5.02 Evergreen tree, 10 feet high, bagged and burlapped 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.

5.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlapped 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.

5.04 Deciduous shrub, 24 inch height, bagged and burlapped 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.

5.05 Evergreen shrub, 24 inch height, bagged and burlapped 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.

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

DELIVERY PAYMENT DISCOUNT
(item) Per % Date

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

ITEM 7
### 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.10 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</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 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.

### 5.11
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.  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20</td>
<td>Cubic Yard</td>
</tr>
</tbody>
</table>

### 5.12
Furnish and install double-sphered 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.  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>UNITS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
<td>Cubic Yard</td>
</tr>
</tbody>
</table>

### 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.  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
<td>Square Foot</td>
</tr>
</tbody>
</table>

### 5.14
Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

### 5.15
Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>UNITS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

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

<table>
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<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.16 Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>150</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.17 Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>25</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.18 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 1.5 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5.19 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 1.5 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
**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.

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<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>5.20 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 12 inch less than or equal to 24 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>3</td>
<td>Each</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>5.21 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 24 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.22 Funds that may be required Per Section C-35</td>
<td></td>
<td></td>
<td>$5,000.00</td>
<td></td>
</tr>
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</table>

**TOTAL BID ITEM 5**

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

All of this Bidding Information Must Be Kept Intact And, Together With Any Addenda Issued, Must Be Retained 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:**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
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<th>COMPLETED &amp; APPROVED</th>
<th>COMMENTS and/or QUANTITY</th>
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<tr>
<td>5.01</td>
<td>Deciduous shade tree, 3-inch caliper</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5.02</td>
<td>Evergreen tree, 10 feet high</td>
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<td></td>
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<td>5.03</td>
<td>Deciduous ornamental tree, 2.5-inch caliper</td>
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<tr>
<td>5.04</td>
<td>Deciduous shrub, 24 inch height</td>
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<tr>
<td>5.05</td>
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<tr>
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<td>Perennial plant, clump form, No. 1 container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.08</td>
<td>Annual plant, 4.5-inch container</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5.09</td>
<td>Perennial Bulb (each)</td>
<td></td>
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<tr>
<td>5.10</td>
<td>Grass Seeding (square yard)</td>
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<td></td>
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<tr>
<td>5.21</td>
<td>Tree Removal, greater than 24 inches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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**  
120 City Hall  
Cleveland, Ohio 44114

**Title of Bid**: Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

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<td>December 6, 2017</td>
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<th>STANDARD CONTRACT BID</th>
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<th>DATE</th>
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<td>James Hutcheson, 216-664-2622</td>
<td>February 7, 2019</td>
<td>12:00 O’CLOCK NOON</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:hutcheson@city.cleveland.oh.us">hutcheson@city.cleveland.oh.us</a></td>
<td></td>
<td>OFFICIAL TIME</td>
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### Bid Item 6

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

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<tr>
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<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<tbody>
<tr>
<td>6.01 Deciduous shade tree, 3-inch caliper, bagged and burlapped</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6.02 Evergreen tree, 10 feet high, bagged and burlapped</td>
<td>2</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlapped</td>
<td>4</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.04 Deciduous shrub, 24 inch height, bagged and burlapped</td>
<td>5</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.05 Evergreen shrub, 24 inch height, bagged and burlapped</td>
<td>5</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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></td>
<td></td>
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<td></td>
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All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.

All of this bid information must be kept intact and together with any addenda issued, must be returned with the bid. Otherwise, the bid may be considered informal.
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<th>LIMIT PRICE</th>
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<tr>
<td>6.06 Groundcover plant, dump 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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.07 Perennial plant, dump 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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td>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 Manager or his designee.</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.
**BID - SCHEDULE OF ITEMS**

Division of Purchases and Supplies
126 City Hall
Cleveland, Ohio 44114

**NAME OF FIRM**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

---

**Title of Bid**

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

**Ordinance No.**

947-17

**Passed**

December 4, 2017

**Signed**

December 6, 2017

**Department**

Public Utilities

**Division**

CWD, WPC, OPP, ORC

**City Record Advertisement Dates**

January 9 and 16, 2019

**Suggested Contract Bid**

X

**Requirement Contract Bid**

---

**Buyer**

James Hutcherson, 216-664-2622

shutcherson@city.cleveland.oh.us

**Bid Opening**

February 7, 2019

**Bid Time**

12:00 O’Clock Noon

**Official Time**

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
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<th>Unit Price</th>
<th>Extension</th>
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<tr>
<td><strong>Bid Item 6</strong> Landscape Installation at Secondary Station Sites As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>20</td>
<td>Cubic Yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.12 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.</td>
<td>50</td>
<td>Cubic Yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.13 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.</td>
<td>50</td>
<td>Square Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.14 Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.</td>
<td>25</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.15 Furnish and install approved sod (replacements) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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**ITEM 7**
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<td>Bid Item 6</td>
<td></td>
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<tr>
<td>Landscape Installation at Secondary Station Sites</td>
<td></td>
<td></td>
</tr>
<tr>
<td>As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.16 Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>150</td>
<td>Each</td>
</tr>
<tr>
<td>6.17 Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>6.18 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 1.5 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>6.19 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 1.5 inch less than or equal to 12 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
<td>Each</td>
</tr>
</tbody>
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All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years.

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**BID - SCHEDULE OF ITEMS**

**Division of Purchases And Supplies**
120 City Hall
Cleveland, Ohio, 44114

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

**STREET ADDRESS**

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<th>ORGANIZATION NO.</th>
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<td>January 9 and 16, 2019</td>
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<td>REQUIREMENT CONTRACT BID</td>
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<tr>
<td>BUYER</td>
<td>James Hutcheson, 216-664-2622</td>
</tr>
<tr>
<td>BID OPENING</td>
<td>February 7, 2019</td>
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<td>OFFICIAL TIME</td>
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**DESCRIPTION**

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**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**

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<tr>
<td>12 (12) inches below existing grade</td>
<td>3</td>
<td>Each</td>
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<tr>
<td><strong>greater than 12 inch less or equal to 24 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>greater than 24 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td></td>
<td></td>
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<td>6.22 Funds that may be required Per Section C-35</td>
<td>$5,000.00</td>
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**TOTAL**

BID ITEM 6

**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 IN THE PLANT, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.**

**ITEM 6**
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<td>6.01</td>
<td>Deciduous shade tree, 3-inch caliper</td>
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<td>6.02</td>
<td>Evergreen tree, 10 feet high</td>
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<td>6.03</td>
<td>Deciduous ornamental tree, 2.5-inch caliper</td>
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<td>6.04</td>
<td>Deciduous shrub, 24 inch height</td>
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<td>6.05</td>
<td>Evergreen shrub, 24 inch height</td>
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<td>6.06</td>
<td>Groundcover plant, No. 1 container</td>
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<td>6.07</td>
<td>Perennial plant, clump form, No. 1 container</td>
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<td>6.08</td>
<td>Annual plant, 4.5-inch container</td>
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<td>Perennial Bulb (each)</td>
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<td>6.19</td>
<td>Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper</td>
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<td></td>
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<tr>
<td>6.20</td>
<td>Tree Removal, greater than 12 inches up to or equal to 24 inch caliper</td>
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<td></td>
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</tr>
<tr>
<td>6.21</td>
<td>Tree Removal, greater than 24 inches</td>
<td></td>
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ADDITIONAL COMMENTS:

ALL OF THE ABOVE WORK COMPLETED & APPROVED BY: ________________________________

DATE: ________________________________

NOTE: FULLY COMPLETED AND SIGNED AUTHORIZATION FORM MUST ACCOMPANY INVOICE IN ORDER TO RECEIVE PROPER PAYMENT.
**BID - SCHEDULE OF ITEMS**

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

**TITLED OF BID**
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**DEPARTMENT**
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**CITY RECORD ADVERTISEMENT DATES**
January 9 and 10, 2019

**STANDARD CONTRACT BID**

**REQUIREMENT CONTRACT BID**

**AUTHORIZED SIGNATURE**

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<th>BUYER</th>
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<tr>
<td><strong>Bid Item 7</strong></td>
<td>Landscape Installation at Tower Facilities As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Lot 7.01**: Deciduous shade tree, 3-inch caliper, bagged and burlapped 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.  
  Quantity: 3  
  Units: Each

- **Lot 7.02**: Evergreen tree, 10 feet high, bagged and burlapped 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.  
  Quantity: 2  
  Units: Each

- **Lot 7.03**: Deciduous ornamental tree, 2.5-inch caliper, bagged and burlapped 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.  
  Quantity: 4  
  Units: Each

- **Lot 7.04**: Deciduous shrub, 24 inch height, bagged and burlapped 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.  
  Quantity: 5  
  Units: Each

- **Lot 7.05**: Evergreen shrub, 24 inch height, bagged and burlapped 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.  
  Quantity: 5  
  Units: Each

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**

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

<table>
<thead>
<tr>
<th>Title of Bid</th>
<th>Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance No.</td>
<td>947-17</td>
</tr>
<tr>
<td>Passed Date</td>
<td>December 4, 2017</td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>Buyer</td>
<td>James Hutchison, 216-664-2622</td>
</tr>
<tr>
<td>Official Time</td>
<td>12:00 O’CLOCK NOON</td>
</tr>
</tbody>
</table>

**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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.06</td>
<td>Groundcover plant, clump form, No. 1 container,</td>
</tr>
<tr>
<td></td>
<td>furnished and installed including replacement material shall match removed material.</td>
</tr>
<tr>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.07</td>
<td>Perennial plant, clump form, No. 1 container,</td>
</tr>
<tr>
<td></td>
<td>furnished and installed including replacement material shall match removed material.</td>
</tr>
<tr>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.08</td>
<td>Annual plant, 4.5-inch container (pot),</td>
</tr>
<tr>
<td></td>
<td>furnished and installed including replacement material shall match removed material.</td>
</tr>
<tr>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.09</td>
<td>Perennial bulb, furnished and installed to proper depth</td>
</tr>
<tr>
<td></td>
<td>including mulching. Exact annual material shall be determined by the Plant Manager or his designee.</td>
</tr>
<tr>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.10</td>
<td>Furnish and install grass seed mixture on lawn areas designated</td>
</tr>
<tr>
<td></td>
<td>by the Plant Manager or his designee. Including rootline fertilizer on prepared topsoil, watering and maintenance as required with guarantee</td>
</tr>
<tr>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

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

All of This BID Information Must Be Kept Intact And, Together With Any Addenda Issued, Must Be Returned With The BID. Otherwise, The BID May Be Considered Informal.
# Bid Schedule of Items

**Division of Purchases and Supplies**

**128 City Hall**

**Cleveland, Ohio 44114**

---

**Title of Bid**: Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

---

**Ordinance No.:** 947-17

**Passed:** December 4, 2017

**Signed:** December 6, 2017

---

**Department:** Public Utilities

**Division:** CWD, WPC, CPP, ORC

---

**City Record Advertised Dates:** January 9 and 16, 2019

**BID OPENING:** February 7, 2019

**12:00 O’CLOCK NOON:** Official Time

---

**Buyer:** James Hutcheson, 216-664-2522

**Hutcheson@city.cleveland**

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Landscape Installation at Tower Facilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>20</td>
<td>Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>50</td>
<td>Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>7.13 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.</td>
<td>50</td>
<td>Square Foot</td>
<td></td>
</tr>
<tr>
<td>7.14 Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.</td>
<td>25</td>
<td>Square Yard</td>
<td></td>
</tr>
<tr>
<td>7.15 Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
</tr>
</tbody>
</table>

---

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

---

All of this Xerox information must be kept intact and, together with any addenda issued, must be returned with the bid. Otherwise, the bid may be considered informal.
**BID - SCHEDULE OF ITEMS**

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

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

<table>
<thead>
<tr>
<th>ORDNANCE NO. 947-17</th>
<th>PASSED December 4, 2017</th>
<th>SIGNED December 6, 2017</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT UTILITIES</th>
<th>DIVISION CWD, WPC, OPP, ORC</th>
<th>WATER &amp; WPC</th>
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</table>

<table>
<thead>
<tr>
<th>CITY RECORD ADVERTISEMENT DATES</th>
<th>BID OPENING</th>
<th>OFFICIAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 9 and 16, 2019</td>
<td>February 7, 2019</td>
<td>12:00 O'CLOCK NOON</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE</th>
<th>REQUIREMENT CONTRACT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>BUYER</th>
<th>BID NUMBER</th>
<th>STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Hutcheson, 216-664-2622</td>
<td><a href="mailto:hutcheson@city.cleveland">hutcheson@city.cleveland</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

**Bid Item 7**
Landscape Installation at Tower Facilities
As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.16</td>
<td>Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>150</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>7.17</td>
<td>Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>25</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>7.18</td>
<td>Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 1.5 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>7.19</td>
<td>Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 1.5 inch less than or equal to 12 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
<td>Each</td>
<td></td>
</tr>
</tbody>
</table>

+ Contract, If Any, Shall Be For A Period Of Two (2) Years.

**TERMS & CONDITIONS**

- **DELIVERY** (Days)
- **PAYMENT DISCOUNT** (%)
- **PAYMENT DUE** (Days)
- **FOR PURCHASING USE ONLY**

---

ITEM 7
**BID - SCHEDULE OF ITEMS**

**Division of Purchases And Supplies**

**120 City Hall**

**Cleveland, Ohio 44114**

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

**ORDINANCE NO.** 947-17  
**PASSED** December 4, 2017  
**SIGNED** December 6, 2017

**DEPARTMENT**  
**PUBLIC UTILITIES**

**DIVISION**  
CWD, WPC, CPP, ORC

**CITY RECORD ADVERTISEMENT DATES**  
January 9 and 16, 2019

**STANDARD CONTRACT BID**  
X  
**REQUIREMENT CONTRACT BID**

**AUTHORIZED SIGNATURE**

**BUYER**  
James Hutcherson, 216-664-2622  
phutcherson@city.cleveland

**BID OPENING**  
February 7, 2019

**12:00 O’CLOCK NOON**

**OFFICIAL TIME**

---

**DESCRIPTION**  
Bid Item 7  
Landscape Installation at Tower Facilities  
As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.20 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 12 inch less than or equal to 24 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.21 Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 24 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.22 Funds that may be required Per Section C-35</td>
<td></td>
<td></td>
<td><strong>$5,000.00</strong></td>
<td><strong>$5,000.00</strong></td>
</tr>
</tbody>
</table>

**TOTAL**  
**BID ITEM 7**

---

*The contract, if any, shall be for a period of two (2) years.*

*All of this bond information must be kept intact and, together with any addenda issued, must be returned with the bid. Otherwise, the bid may be considered informal.*
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>PRE-APPROVAL</th>
<th>COMPLETED &amp; APPROVED</th>
<th>COMMENTS and/or QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.01</td>
<td>Deciduous shade tree, 3-inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.02</td>
<td>Evergreen tree, 10 feet high</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.03</td>
<td>Deciduous ornamental tree, 2.5-inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.04</td>
<td>Deciduous shrub, 24 inch height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.05</td>
<td>Evergreen shrub, 24 inch height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.06</td>
<td>Groundcover plant, No. 1 container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.07</td>
<td>Perennial plant, clump form, No. 1 container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.08</td>
<td>Annual plant, 4.5-inch container</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7.09</td>
<td>Perennial Bulb (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.10</td>
<td>Grass Seeding (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.11</td>
<td>Topsoil, 4&quot; Depth (cubic yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.12</td>
<td>Hardwood Mulch; 2&quot; Depth (cubic yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.13</td>
<td>Decorative Stones; 2&quot; Depth (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.14</td>
<td>Weed Control Matting (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.15</td>
<td>Sod (replacement - square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.16</td>
<td>Shrub Removal, less than or equal to 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.17</td>
<td>Shrub Removal, greater than 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.18</td>
<td>Tree Removal, less than or equal to 1.50 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.19</td>
<td>Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.20</td>
<td>Tree Removal, greater than 12 inches up to or equal to 24 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.21</td>
<td>Tree Removal, greater than 24 inches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**
**129 City Hall**
**Cleveland, Ohio 44114**

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

**ORDINANCE NO.**
995-17

**PASSED**
December 4, 2017

**SIGNED**
December 6, 2018

**DEPARTMENT**
PUBLIC UTILITIES

**DIVISION**

**CITY RECORD ADVERTISEMENT DATES**
January 9 and 16, 2019

**STANDARD CONTRACT BID**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**BUYER**
James Hutcherson, 216-664-2622
jhutcherson@city.cleveland.oh.us
February 7, 2019

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

**OFFICIAL TIME**

**DATE**

**AUTHORIZED SIGNATURE**

**DESCRIPTION**
Landscape Installation at the Mindszenty Plaza, Public Utilities Building and 1825 Lakeside As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>3</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>2</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>4</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>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 and #DD-2/X. Replacement material shall match removed material.</td>
<td>5</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>5</td>
<td>Each</td>
<td></td>
</tr>
</tbody>
</table>

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

**DELIVERY (Days)**

**PAYMENT DISCOUNT**

**%**

**DAYS**

**ITEM 7**
## Bid Schedule of Items

**Title of Bid:** Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

### Specification:

- **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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.06 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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.07 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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.08 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</td>
<td>2000</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.09 Perennial bulb, furnished and installed to proper depth including mulching. Exact annual material shall be determined by the Plant Manager or his designee.</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.10 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</td>
<td>10</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Description**
- **Bid Item 8**: Landscape installation at the Minkshtent Plaza, Public Utilities Building and 1825 Lakeside As specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.11</strong> 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.</td>
<td>10</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td><strong>8.12</strong> 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.</td>
<td>50</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td><strong>8.13</strong> 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.</td>
<td>50</td>
<td>Square Foot</td>
</tr>
<tr>
<td><strong>8.14</strong> Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.</td>
<td>40</td>
<td>Square Yard</td>
</tr>
<tr>
<td><strong>8.15</strong> Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)</td>
<td>2</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

*Contract, if any, shall be for a period of two (2) years.*

---

**Additional Information**

- All of this bond information must be kept intact and, together with any additional issue, must be returned with the bid. Otherwise, the bid may be considered informal.
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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Each</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Each</td>
</tr>
</tbody>
</table>

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 DBH = 54 inches above ground level.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Each</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Each</td>
</tr>
</tbody>
</table>
**BID - SCHEDULE OF ITEMS**

Division of Purchases And Supplies  
1201 City Hall  
Cleveland, Ohio 44114

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

<table>
<thead>
<tr>
<th>ORDINANCE NO.</th>
<th>PASSED</th>
<th>SIGNED</th>
<th>STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-17</td>
<td>December 4, 2017</td>
<td>December 6, 2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY RECORD ADVERTISEMENT DATES</th>
<th>STANDARD CONTRACT NO.</th>
<th>REQUIREMENT CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 9 and 16, 2019</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUYER</th>
<th>BID OPENING</th>
<th>OFFICIAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Hutchison, 216-664-2622</td>
<td>February 7, 2019</td>
<td>12:00 O’CLOCK Noon</td>
</tr>
<tr>
<td><a href="mailto:jhutcheson@city.cleveland.oh.us">jhutcheson@city.cleveland.oh.us</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ITEM 8**  
Landscape Installation at the Mainszenty Plaza, Public Utilities Building and 1825 Lakeside As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>100</td>
<td>Square Yards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.23 Funds that may be required Per Section C-35</td>
<td></td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**TOTAL**  
BID ITEM 8

---

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

**DELIVERY**  

<table>
<thead>
<tr>
<th>(Date)</th>
<th>PAYMENT DISCOUNT</th>
</tr>
</thead>
</table>

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

---

**ITEM 7**
LANDSCAPE INSTALLATION AUTHORIZATION & INSPECTION FORM

Location: MINDSZENTY PLAZA, PUBLIC UTILITIES BUILDING and 1825 LAKESIDE

CONTRACTOR: __________________________ PHONE: _______________________

PLAN/BLDG. MANAGER: _______________________ PHONE: _______________________

PRE-APPROVAL BY: ___________________________ DATE: _______________________

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

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 - SCHEDULE OF ITEMS**

**Division of Purchases and Supplies**

**City Hall**

**Cleveland, Ohio 44114**

**Title of Bid**: Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

**Ordinance No.**: 945-17

**Passed**: December 4, 2017

**Signed**: December 6, 2017

**Department**: Public Utilities

**Division**: CWD, WPC, CPP, ORC

**City Record Advertisement Dates**: January 9 and 16, 2019

**Bid Opening**: February 7, 2019

**Bid Opening Time**: 12:00 O’Clock Noon

**Official Time**: 12:00 O’Clock Noon

**Authorized Signature**: [Signature]

**Date**: [Date]

---

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.01</td>
<td>Deciduous shade tree, 3-inch caliper, bagged and burlapped</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inside a wire basket, furnished and installed including staking,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>guying and mulching as per Details #DD-1/X, #DD-3/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and #DD-5/X. Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.02</td>
<td>Evergreen tree, 10 feet high, bagged and burlapped</td>
<td>2</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inside a wire basket, furnished and installed including staking,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>guying and mulching as per Details #DD-1/X, #DD-3/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and #DD-4/X. Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.03</td>
<td>Deciduous ornamental tree, 2.5-inch caliper, bagged and burlapped</td>
<td>4</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inside a wire basket, furnished and installed including staking,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>guying and mulching as per Details #DD-1/X, #DD-3/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and #DD-5/X. Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.04</td>
<td>Deciduous shrub, 24 inch height, bagged and burlapped</td>
<td>5</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inside a wire basket, furnished and installed including staking,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>guying and mulching as per Details #DD-1/X and #DD-2/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.05</td>
<td>Evergreen shrub, 24 inch height, bagged and burlapped</td>
<td>5</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inside a wire basket, furnished and installed including staking,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>guying and mulching as per Details #DD-1/X and #DD-2/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

*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.*
**BID - SCHEDULE OF ITEMS**

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>DIMENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 9</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Landscape Installation at Water Pollution Control Stations  
As Specified in Section C and Section D of the Attached Specification. | | | | |
| 9.06  | 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. | | | | |
| 9.07 | 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. | | | | |
| 9.08  | Annual plant, 4.5-inch container (pot), | 100 | 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 | | | | |
| 9.09 | 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. | | | | |
| 9.10 | Furnish and install grass seed mixture on lawn areas designated | 50 | 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

FOR PURCHASING USE ONLY

ITEM 7
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 9 Landscape Installation at Water Pollution Control Stations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>20</td>
<td>Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>9.12 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.</td>
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<td>Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>9.13 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.</td>
<td>50</td>
<td>Square Foot</td>
<td></td>
</tr>
<tr>
<td>9.14 Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.</td>
<td>25</td>
<td>Square Yard</td>
<td></td>
</tr>
<tr>
<td>9.15 Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)</td>
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<td></td>
</tr>
</tbody>
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Contract, If Any, Shall Be For A Period Of Two (2) Years.

ALL OF THIS ROUTE INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.
**BID - SCHEDULE OF ITEMS**

**Division of Purchases And Supplies**
120 City Hall
Cleveland, Ohio 44114

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

**ORDINANCE NO.**
- 947-17

**PASSED**
- December 4, 2017

**SIGNED**
- December 6, 2017

**DEPARTMENT**
- PUBLIC UTILITIES

**DIVISION**
- CWD, WRC, OPP, ORC

**CITY RECORD ADVERTISEMENT DATES**
- January 9 and 15, 2019

**STANDARD CONTRACT BID**
- X

**REQUIREMENT CONTRACT BID**
- 

**BUYER**
- Lisha Strickland, 216-664-2625

**BID OPENING**
- February 7, 2019

**12:00 O’CLOCK NOON**
- OFFICIAL TIME

**AUTHORIZED SIGNATURE**
- 

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bid Item 9</strong></td>
<td>Landscape Installation at Water Pollution Control Stations</td>
<td>As Specified in Section C and Section D of the Attached Specification.</td>
<td></td>
</tr>
<tr>
<td>9.16</td>
<td>Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>150</td>
<td>Each</td>
</tr>
<tr>
<td>9.17</td>
<td>Removal of shrubs (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 6 foot height</strong> as directed and tagged by Plant Manager or his designee. Height to be measured from ground level to height of shrub crown.</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>9.18</td>
<td>Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>less than or equal to 1.5 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>9.19</td>
<td>Removal of trees (including stump grinding to a minimum of twelve (12) inches below existing grade) <strong>greater than 1.5 inch less than or equal to 12 inch caliper</strong> as directed and tagged by Plant Manager or his designee. Tree caliper (diameter) shall be measured at DBH = 54 inches above ground level.</td>
<td>25</td>
<td>Each</td>
</tr>
</tbody>
</table>

**Contract, If Any, Shall Be For A Period Of Two (2) Years.**

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

**ITEM 7**
## BID - SCHEDULE OF ITEMS

**Division of Purchases and Supplies**  
120 City Hall  
Cleveland, Ohio 44114

<table>
<thead>
<tr>
<th>TITLE OF BID</th>
<th>LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPLACE, IMPROVE, RESTORE, AND REFURBISH LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ORDINANCE NO.</th>
<th>PASSED</th>
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</tr>
</thead>
<tbody>
<tr>
<td>947-17</td>
<td>December 6, 2017</td>
<td>December 6, 2017</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>PUBLIC UTILITIES</th>
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<tr>
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<tr>
<th>CITY RECORD ADVERTISEMENT DATES</th>
<th>STANDARD CONTRACT BID</th>
<th>REQUIREMENT CONTRACT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 9 and 10, 2019</td>
<td>X</td>
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</table>

<table>
<thead>
<tr>
<th>BUYER</th>
<th>BID OPENING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Usha Strickland, 216-664-2625</td>
<td>February 7, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12:00 O'Clock Noon</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL TIME</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
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</tr>
</thead>
</table>
| 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 | $5,000.00 |

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>BID ITEM 9</th>
</tr>
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</table>

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

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# Landscape Installation Authorization & Inspection Form

**Location:** WATER POLLUTION CONTROL STATIONS  
**Contractor:**  
**Plan/Building Manager:**  
**Pre-Approval By:**

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

**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**
126 City Hall
Cleveland, Ohio 44114

**Title of Bid:** Labor and Materials Needed to Maintain, Test, Install, Replace, Improve, Restore, and Refurbish Landscaping at Various Public Utilities Facilities

**Ordinance No.:** 947-17
**Passed:** December 4, 2017
**Signed:** December 6, 2018

**Department:** Public Utilities
**Division:** CWO, WPC, CPP, ORC

**City Record Advertisement Dates:** January 3 and 16, 2019

**Buyer:** James Hutcherson, 216-664-2622
**Hutcherson@city.cleveland.oh.us**

**Bid Opening:** February 7, 2019
12:00 O’clock Noon

**Description** | **Quantity** | **Units** | **Unit Price** | **Extension**
--- | --- | --- | --- | ---
10.01 Deciduous shade tree, 3-inch caliper, bagged and burlaped | 3 | Each |  |
inside a wire basket, furnished and installed including staking, guyng and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.

10.02 Evergreen tree, 10 feet high, bagged and burlaped | 2 | Each |  |
inside a wire basket, furnished and installed including staking, guyng and mulching as per Details #DD-1/X, #DD-3/X and #DD-4/X. Replacement material shall match removed material.

10.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped | 4 | Each |  |
inside a wire basket, furnished and installed including staking, guyng and mulching as per Details #DD-1/X, #DD-3/X and #DD-5/X. Replacement material shall match removed material.

10.04 Deciduous shrub, 24 inch height, bagged and burlaped | 5 | Each |  |
inside a wire basket, furnished and installed including staking, guyng and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.

10.05 Evergreen shrub, 24 inch height, bagged and burlaped | 5 | Each |  |
inside a wire basket, furnished and installed including staking, guyng and mulching as per Details #DD-1/X and #DD-2/X Replacement material shall match removed material.

**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**

**Division of Purchases And Supplies**
126 City Hall
Cleveland, Ohio 44114

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
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**BID - SCHEDULE OF ITEMS**

**Division of Purchases And Supplies**

**Cleveland, Ohio 44114**

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<td>X</td>
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<th>OFFICIAL TIME</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 7, 2019</td>
<td>12:00 O’CLOCK NOON</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUYER</th>
<th>216-664-2622</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Hutchison</td>
<td><a href="mailto:jhutchison@city.cleveland.oh.us">jhutchison@city.cleveland.oh.us</a></td>
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<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>UNIT PRICE</th>
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<tbody>
<tr>
<td><strong>Bid Item 10</strong> 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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10.11</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10.12</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10.13</th>
<th>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.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10.14</th>
<th>Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10.15</th>
<th>Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
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**ITEM 7**
**Bid Item 10** Landscape Installation at Cleveland Public Power
As Specified in Section C and Section D of the Attached Specification.

10.16 **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.

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.16 Removal of shrubs</td>
<td>150</td>
<td>Each</td>
<td></td>
<td></td>
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</tbody>
</table>

10.17 **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.

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<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>10.17 Removal of shrubs</td>
<td>25</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10.18 **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.

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<tr>
<th>Description</th>
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<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>10.18 Removal of trees</td>
<td>25</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10.19 **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.

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Bid Item 10

Landscape Installation at Cleveland Public Power
As Specified in Section C and Section D of the Attached Specification.

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<td>10.20 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.</td>
<td>3</td>
<td>Each</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<td>10.21 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.</td>
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**TOTAL BID ITEM 10**

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<tr>
<td>10.08</td>
<td>Annual plant, 4.5-inch container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.09</td>
<td>Perennial bulb (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.10</td>
<td>Grass Seeding (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.11</td>
<td>Topsoil, 4&quot; Depth (cubic yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.12</td>
<td>Hardwood Mulch, 2&quot; Depth (cubic yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.13</td>
<td>Decorative Stone, 2&quot; Depth (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.14</td>
<td>Weed Control Matting (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.15</td>
<td>Soil (replacement - square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.16</td>
<td>Shrub Removal, less than or equal to 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.17</td>
<td>Shrub Removal, greater than 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.18</td>
<td>Tree Removal, less than or equal to 1.50 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.19</td>
<td>Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.20</td>
<td>Tree Removal, greater than 12 inches up to or equal to 24 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.21</td>
<td>Tree Removal, greater than 24 inches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Item 11**  
Landscape Installation at Office of Radio Communications Stations  
As Specified in Section C and Section D of the  
Attached Specification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.01 Deciduous shade tree, 3-inch caliper, bagged and burlaped</td>
<td>3</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>inside a wire basket, furnished and installed including staking, guying and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X, #DD-3/X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and #DD-5/X. Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.02 Evergreen tree, 10 feet high, bagged and burlaped</td>
<td>2</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>inside a wire basket, furnished and installed including staking, guying and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X, #DD-3/X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and #DD-4/X. Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.03 Deciduous ornamental tree, 2.5-inch caliper, bagged and burlaped</td>
<td>4</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>inside a wire basket, furnished and installed including staking, guying and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X and #DD-3/X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and #DD-5/X. Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.04 Deciduous shrub, 24 inch height, bagged and burlaped</td>
<td>5</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>inside a wire basket, furnished and installed including staking, guying and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X and #DD-2/X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.05 Evergreen shrub, 24 inch height, bagged and burlaped</td>
<td>5</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>inside a wire basket, furnished and installed including staking, guying and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X and #DD-2/X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

All Of This Round 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 Item 11  Landscape Installation at Office of Radio Communications Stations  
As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.06 Groundcover plant, clump form, No. 1 container,</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>furnished and installed including</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X and #DD-2/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.07 Perennial plant, clump form, No. 1 container,</td>
<td>50</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>furnished and installed including</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X and #DD-2/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement material shall match removed material.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.08 Annual plant, 4-5 inch container (pot),</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>furnished and installed including</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mulching as per Details #DD-1/X and #DD-2/X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exact annual material shall be determined by the Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.09 Perennial bulb, furnished and installed to proper</td>
<td>100</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>depth</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>including mulching. Exact annual material shall be</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>determined by the Plant Manager or his designee.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.10 Furnish and install grass seed mixture on lawn</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>areas designated by the Plant Manager or his designee.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Including routine fertilizer on prepared topsoil,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>watering and maintenance as required with guarantee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bid Item 11  Landscape Installation at Office of Radio Communications Stations
As Specified in Section C and Section D of the Attached Specification.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>CONTRACT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>20</td>
<td>Cubic Yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.12 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.</td>
<td>50</td>
<td>Cubic Yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.13 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.</td>
<td>50</td>
<td>Square Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.14 Furnish and install weed control matting (DeWitt Pro 5 or pre-approved equal) in areas designated by the Plant Manager or his designee.</td>
<td>25</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.15 Furnish and install approved sod (replacement) in areas designated by the Plant Manager or his designee. (Unit price shall include turf removal and soil preparation)</td>
<td>50</td>
<td>Square Yard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Contract, If Any, Shall Be For A Period Of Two (2) Years, With Two One (1) Year Options To Renew.

All Of This Bidding Information Must Be Kept Intact And, Together With Any Addenda Issued, Must Be Returned With This Bid. Otherwise, The Bid May Be Considered Informal.
**BID - SCHEDULE OF ITEMS**

**Division of Purchases and Supplies**
28 City Hall
Cleveland, Ohio 44114

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

<table>
<thead>
<tr>
<th>ORDINANCE NO.</th>
<th>PASSED</th>
<th>SIGNED</th>
<th>HOURS</th>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>972.17</td>
<td>December 4, 2017</td>
<td>December 6, 2017</td>
<td></td>
<td></td>
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</tbody>
</table>

**DEPARTMENT**
PUBLIC UTILITIES

**CITY RECORD ADVERTISEMENT DATES**
January 5 and 16, 2019

<table>
<thead>
<tr>
<th>PUBLIC</th>
<th>ADVERTISER</th>
<th>DATE</th>
<th>TIME</th>
<th>OFFICIAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor</td>
<td>Hatchenson</td>
<td>February 7, 2019</td>
<td>12:00 O'Clock Noon</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PLUMBING</th>
<th>ADDRESS</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hatchenson</td>
<td>216-644-3622</td>
<td></td>
<td></td>
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</tbody>
</table>

**AUTHORIZED SIGNATURE**

<table>
<thead>
<tr>
<th>NAME</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hatchenson</td>
<td><a href="mailto:hatchenson@city.cleveland.oh.us">hatchenson@city.cleveland.oh.us</a></td>
</tr>
</tbody>
</table>

**CHIP HUNTER**

**BID OPENING**
February 7, 2019

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DATE</th>
</tr>
</thead>
</table>

11.16 **Removal of shrubs (including stump grinding to a minimum of)**

<table>
<thead>
<tr>
<th>Shrub Removal</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>twelve (12) inches below existing grade</td>
<td>150</td>
<td>Each</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11.17 **Removal of shrubs (including stump grinding to a minimum of)**

<table>
<thead>
<tr>
<th>Shrub Removal</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>twelve (12) inches below existing grade</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11.18 **Removal of trees (including stump grinding to a minimum of)**

<table>
<thead>
<tr>
<th>Tree Removal</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>twelve (12) inches below existing grade</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11.19 **Removal of trees (including stump grinding to a minimum of)**

<table>
<thead>
<tr>
<th>Tree Removal</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>twelve (12) inches below existing grade</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**All Items Are Approximate Quantities. The Contract, If Any, Shall Be For A Period Of Two (2) Years, With Two One-Year Options To Renew.**

**ALL OF THIS BID 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**
**Title of Bid:** LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPLACE, IMPROVE, RESTORE, AND REPAIR/REPLACE LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.20</td>
<td>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.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.21</td>
<td>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.</td>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.22</td>
<td>Funds that may be required Per Section C-35</td>
<td></td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**Total Bid Item 11:**

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.

All of this bond information must be kept intact and together with any additional issues, must be returned with the bid. Otherwise, the bid may be considered informal.

**ITEM 7**
# Landscape Installation Authorization & Inspection Form

**Location:** Office of Radio Communications Stations  
**Contractor:**  
**Plan/Building Manager:**  
**Pre-Approval By:**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Item Description</th>
<th>Pre-Approval</th>
<th>Completed &amp; Approved</th>
<th>Comments and/or Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.01</td>
<td>Deciduous shade tree, 3-inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.02</td>
<td>Evergreen tree, 10 feet high</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.03</td>
<td>Deciduous ornamental tree, 2.5-inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.04</td>
<td>Deciduous shrub, 24 inch height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.05</td>
<td>Evergreen shrub, 24 inch height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.06</td>
<td>Groundcover plant, No. 1 container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.07</td>
<td>Perennial plant, clump form, No. 1 container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.08</td>
<td>Annual plant, 4.5-inch container</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.09</td>
<td>Perennial Bulb (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.10</td>
<td>Grass Seeding (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.11</td>
<td>Topsoil, 4&quot; Depth (cubic yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.12</td>
<td>Hardwood Mulch; 2&quot; Depth (cubic yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.13</td>
<td>Decorative Stone; 2&quot; Depth (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.14</td>
<td>Weed Control Matting (square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.15</td>
<td>Sod (replacement - square yard)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.16</td>
<td>Shrub Removal, less than or equal to 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.17</td>
<td>Shrub Removal, greater than 6 foot height</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.18</td>
<td>Tree Removal, less than or equal to 1.50 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.19</td>
<td>Tree Removal, greater than 1.5 inches up to or equal to 12 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.20</td>
<td>Tree Removal, greater than 12 inches up to or equal to 24 inch caliper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.21</td>
<td>Tree Removal, greater than 24 inches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

B. No performance bond will be required on any contract in the amount of $500,000.00 or less issued pursuant to this Invitation to Bid (ITB). Any contract over $500,000.00 shall require a bond of twenty-five percent (25%).

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 an 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 5733.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-5000646. 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 '76. 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, no: 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.
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.

9 of 10
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.
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 (2) 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 including 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 and 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-5 Locations for the bid items and their specific locations). Therefore, a bidder may bid on one or as many bid items as they wish; though your bid bond will have to 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 used in the performance of this contract is strictly prohibited.

The intent of these documents are to provide Contractor with conceptual means necessary to formulate a bid for the proper execution of the work. If it shall appear that any omission has been made from the specifications of work, which is necessary to carry out their true intent and meaning, they shall be referred to the City's representative for interpretation and adjustment. The risk and expense of proceeding without such decision shall rest with the Contractor. 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.
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-2 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 the buyer’s attention, James Hutcheson, by email, jhutcheson@city.cleveland.oh.us or via fax, 216-664-2177.

C-3 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-4 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).
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-5 QUALIFICATIONS OF THE BIDDER

Bids will be accepted only from Contractors known to be experienced and regularly engaged in the repair tree lawns and perform other landscaping services for a period of at least five years. The bidder shall submit published material 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-6 DOCUMENTS TO BE SUBMITTED WITH BID

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

2. The bidder shall submit a list of at least three references of similar size accounts, 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 the bid, which are currently in force. The list shall provide the name of reference, 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 allowed.

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 individual’s certification that is in his employ and 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-7 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 Director.

All pruning shall be completed only in the spring and fall seasons as noted in the Detailed
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

Specifications.

In the event of delay in delivery beyond the date specified, or beyond the date to which the time
of delivery may be extended by the Director, the City 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 each and every calendar day that the delivery extends beyond the period herein
allowed.

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

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 in delivery time shall
in no way be construed to relieve the Contractor of furnishing and delivering equipment in
conformity with all the requirements of this specification.

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

C-8 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. 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-9 MATHEMATICAL ERRORS

If the bidder makes any mathematical error(s), the City will correct those errors based upon the
following criteria:
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

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 sheet, 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-10 JOINT OCCUPANCY OF SITE

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

A. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the City on account of any work performed by the City of other Contractors employed by the City, that in any way affects the work under this contract provided that such work of the City and other contractors shall, in the opinion of the Director be performed in proper and expeditious or a necessary manner. The Director shall decide all questions between the Contractor hereunder and any other contractors.

B. If, in the judgment of the Director, the joint occupation so the site of the work by the City, or by two or more contractors working on different contracts at the same time, actually impeded progress on the work herein described, then the Director may extend the time for the completion of the work.

C. In case the Contractor, by his own acts or the acts of any other person or persons in his employ or working for him or any of his sub-contractors on work under this contract, shall unnecessarily delay, in the opinion of the Director, the work of the City of other contractors by not properly co-operation with or by not affording them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in that case, pay all costs and expense incurred by such parties due to any such delays, and he hereby authorizes the City to deduct the amount of such costs and expenses from any moneys due or to become due to the Contractor under this contract. The Director shall decide the extent of such delay or delays and the amount
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

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-11 NO WAIVER OF LEGAL RIGHTS

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

C-12 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 for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such policy or policies shall be deposited with the City 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.

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.
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-13 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-14 FIELD INSPECTION COSTS

The cost of all field inspection of all kinds that may be required by any governmental agency including any other departments of the City 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-15 FORMS AND PROCEDURE

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

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

C-16 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-17 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.
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

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-18 HEAD AND EAR PROTECTION

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

C-19 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 at the following normally scheduled date.

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

C-20 SUPERVISION AND SEQUENCE OF WORK

A. Supervision - The Contractor shall give the work proper supervision and keep on the job during all working hours a competent superintendent and assistants satisfactory to the 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.
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-21 SUBCONTRACTORS

A. Since this contract is made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's qualifications and responsibility, the Contractor shall not sublet nor shall any subcontractor commence performance of any part of the work included in this contract without the previous written consent of the Director endorsed hereon or attached hereto. In making application for subletting any portion of the work, the Contractor shall state in writing the portion of the work which each subcontractor is to do or the material which he is to furnish, his place of business, and such other information as may be required in order to ascertain whether such subcontractor is responsible, reliable and able to perform the work or to furnish the materials as called for in the specifications. Subletting, if permitted, shall not relieve the Contractor of any of his responsibilities under this contract.

B. Any subcontract for work covered by this contract must conform to the requirements of the general and detailed provisions of this contract.

C. The Contractor shall be and remain solely responsible to the City for the acts or faults of his subcontractor's officers, agents, employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract. The Contractor shall promptly, upon request of the Director, file a conformed copy of the subcontract with prices and terms of payment deleted, as a condition precedent to the approval of a subcontractor. The Contractor and subcontractor shall jointly and severally agree that no obligation upon the City of Cleveland is thereby created to pay to, or see to the payment of any sums to any subcontractor.

C-22 APPROVAL OF SUBCONTRACTORS

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

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

C-23 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-24 RESPONSIBILITY OF CONTRACTOR

A. The contractor will be held answerable for all damages that may occur to persons, property, animals, or vehicles. The City will not insure the work against claims for injury to person or property arising during the prosecution of the work. The contractor shall protect all utilities, pavements, turf areas, equipment, fixtures and appurtenances of all kinds, both public and private, from damages. The contractor and his subcontractors shall be responsible to repair and make good any damage caused to any such property by reason of his operations leaving all work in approved condition at the completion of the contract.

B. The City reserves the right to repair any damage to public utilities or any other facilities of the City caused by the work of the Contractor and his subcontractors. In the event the Contractor refuses or fails to pay the bills for such repair work upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him as herein provided.

C. The Contractor shall be responsible to keep the site clean and shall be responsible to remove rubbish and debris during operations and at the completion of the work.

D. The Contractor shall take any and all precautions necessary to protect life and property. The Director may at any time order the Contractor to provide additional precautions that he deems necessary to protect life and property. The City reserves the right to provide precautions including but not limited to barricades, watchmen, and signage at the expense of the Contractor. In the event the Contractor refuses or fails to pay the bills for such precautions upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him on partial or final estimates as herein provided.

C-25 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.

C-26 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
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

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
remied, 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 from the Director to do so, then 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-27 STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY

A. The Contractor shall, at his own expense, shall repair or make good any damaged
caused to any such property by reason of his operations leaving all work in approved
condition at the completion of this contract.

B. The City reserves the right to repair any damage to public utilities or other facilities of
the City caused by the work of the Contractor and the cost of such repair shall be
borne by the Contractor. In the event the Contractor refuses or fails to pay bills for
such repair work upon presentation, without prejudice to any other remedies available
to the City, the cost of the same shall be deducted from any money that may be due
him on partial or final estimates as herein provided.

C-28 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.
C-29 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. In addition, the City reserves the right to delay any and all work items listed in this Contract when an Ozone Action Day or any other public emergency is declared in Northeastern Ohio. The Director or his designee shall be the sole authority as to determining when a work delay is necessary.

C-30 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-31 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 Manager or his designee.

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

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

Final cleaning shall leave the premises rake-clean, and all exposed surface and finished free from foreign matter, blemishes and imperfections.
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C-32 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-33 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 fax
information to verify the identity of driver and other workers, as well as the license plate and
make of the vehicle used in the performance of landscape installation.

C-34 PREVAILING RATES OF WAGES

A. Each person employed by the Contractor or by the Subcontractor for the work
   herein specified shall be paid the prevailing rates of wages as determined by the
   State of Ohio’s Department of Commerce, Wage and Hour Bureau
   (www.com.ohio.gov/laws ). As a courtesy, copies of the State’s published and
   approved prevailing wage schedules can be obtained from the Department of
   Public Utilities (DPU) Contract Compliance Unit.

B. Changes instated by the State’s Wage and Hour Bureau will be communicated to
   the prime Contractor by DPU within seven business days of its notification by the
   State. This includes increases in the required prevailing wages for a Work Class,
   the addition of a new Wage Class to the prevailing wage requirements, and other
   updates. Nonetheless, in accordance with Ohio Revised Code Chapter 4115.

C. The Contractor and Subcontractor are required to implement these changes into
   their payrolls dating to the effective date for the change as given by the State.

D. Every Contractor and Subcontractor who is subject to Chapter 4115 of the Revised
   Code shall, as soon as it begins performance under its Contract with the City,
   supply to the DPU Divisions a schedule of dates during the life of its Contract with
   the authority on which it is required to pay wages to employees. It shall also
   deliver to the DPU Divisions a certified copy of its payroll within two weeks after
   the first pay date made to its employees associated with this contract. The
   Contractor must also submit certified payroll reports covering weekly timeframes
   throughout the term of the contract, in complement to the invoicing schedule.
   (For instance, when a Contractor submits a month invoice, it is required to submit
   separate certified payroll reports for each of the weeks comprising that month.)

E. Each certified payroll report is required to contain the following information:
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

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

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

F. Failure to submit biweekly certified payroll reports and/or identified noncompliance items may result in withholding of invoice payments until the missing documentation and/or corrections made to certified payrolls to bring the Contractor/Subcontractor into compliance has been received.

G. Upon completion of the contract term and prior to final payment thereof, each Contractor or Subcontractor shall file with the respective DPU Divisions 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.
H. All communications, document submissions, questions, et cetera, regarding prevailing wage requirements should be directed to the following:

- Department of Public Utilities
  Contract Compliance Unit
  1201 Lakeside Avenue, 4th Floor South
  Cleveland, OH 44114.

C-35 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-36 NOTICE TO PROCEED

The term of this contract shall be for the period 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.
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

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 and found in the Detail Specifications are hereby made a part of
these specifications:

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 are 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 Manager or his designee. Arrangements for a Representative shall be
made 24 hours in advance by calling the Plant Manager of that particular site.

Note: Particular Attention Is Directed To The Fact That The City Facilities Will Be In Continuous
Operation Throughout The Progress Of The Work Of The Contract.

D-4 EXAMINATION OF PREMISES

Each bidder shall visit the various sites of work, examine the premises and familiarize himself with
the existing conditions with respect to the work called for in the specifications. No allowance will
subsequently be made to the Contractor because of any error or oversight on his part as to the
conditions affecting the performance of his work.

D-5 LOCATIONS

The specific locations of the various water works facilities (according to bid packaging) are as
follows:
**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES**  
**CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**  

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

**SECTION D - TECHNICAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>FACILITY NAME</th>
<th>ADDRESS/CITY</th>
</tr>
</thead>
</table>
| 1        | Baldwin/Fairmount WW Kirtland Pump Station | 11216 Stokes Blvd. Cleveland, OH 44104  
4901 South Marginal Road Cleveland, OH 44114 |
| 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        | 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 12th Street/Lakeside Ave Cleveland, OH 44114  
1201 Lakeside Avenue Cleveland, OH 44114  
Cleveland, OH 44114 |
### SECTION D - TECHNICAL SPECIFICATIONS

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<tr>
<th>No.</th>
<th>Location</th>
<th>Address</th>
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<tbody>
<tr>
<td>9</td>
<td>Kirby Pollution Control</td>
<td>12302 Kirby Avenue Cleveland, OH 44108</td>
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<tr>
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<td>Stations</td>
<td>Bradley</td>
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<td></td>
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<td>4235 Bradley Road</td>
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<td>Incinerator</td>
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<tr>
<td></td>
<td></td>
<td>2200 West 3rd Street</td>
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<td>1508 University Rd</td>
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SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION D - TECHNICAL SPECIFICATIONS

South Marginal 5300 S Marginal Rd
Southeast 3860 E 91st Street
Tampa 4459 State Rd
Waterloo 17200 South Marginal Rd
Westside Service Center 2490 W 41st
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

Note: The Exact Limits Of Work For Each Secondary Station Site And Tower Facility Shall Be Determined In The Field By The Plant/Building Manager Responsible For Each Site. However, The Contract Limits Shall Not Extend ± 25’ Beyond The Existing Property/Security Fence At Each Site.

D-7 EQUIPMENT

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

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

D-8 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 to be furnished by owner. The contractor shall be responsible to provide all hoses, adapters, couplers, irrigation and sprinkler heads and 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
SECTION D - TECHNICAL SPECIFICATIONS

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 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:

<table>
<thead>
<tr>
<th>New lawn installation</th>
<th>10-6-4</th>
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<tbody>
<tr>
<td>Ground covers</td>
<td>18-5-9</td>
</tr>
<tr>
<td>Trees and shrubs</td>
<td>16-8-8</td>
</tr>
<tr>
<td>Wildflowers</td>
<td>5-5-5</td>
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<tr>
<td>Perennial beds</td>
<td>10-6-4</td>
</tr>
</tbody>
</table>

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. Any of these products requires licensing of applicators before actual application is made. Contact local county extension services of state offices for license information. The contractor shall supply Safety Data Sheets (SDS) where applicable by law or as requested.

G. Weed Killers: Prior To Use, The Department of Public Utilities Shall Approve All Weed Killers For Use On Public Utilities Property. No Exceptions.
LABOR AND MATERIALS NEEDED TO MAINTAIN, TEST, INSTALL, REPLACE, IMPROVE, RESTORE, AND REFURBISH LANDSCAPING AT VARIOUS PUBLIC UTILITIES FACILITIES

SECTION D - TECHNICAL SPECIFICATIONS

Before planting, the contractor shall be responsible to remove all weeds and all grasses for preparation of seeding on cleared ground by roto-tilling 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 then apply a vegetative kill as per manufacturer’s specifications. After a period of 10-14 days, the contractor shall 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.


D-9 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 August 15 to November 1 and from March 15 to May 15. 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 Thrifty Condition The Next Succeeding September 15.

D-10 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 Landscape Architect. 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.

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: Soy Bean 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:

<table>
<thead>
<tr>
<th>Element</th>
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<tr>
<td>Fe(2)O(3)</td>
<td>17.5%</td>
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<tr>
<td>MnO(2)</td>
<td>7.8%</td>
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<tr>
<td>CuO</td>
<td>2.5%</td>
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<tr>
<td>ZnO</td>
<td>5.0%</td>
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<tr>
<td>B(2)O(3)</td>
<td>6.5%</td>
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<tr>
<td>MoO(3)</td>
<td>0.2%</td>
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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 paced 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.

3. Fertilizer packets shall have the following guaranteed analysis: 16-8-8
   Nitrogen (N) 16% = 14.75% Ammoniacal Nitrogen + 1.25% Nitrate
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION D - TECHNICAL SPECIFICATIONS

Nitrogen
Phosphorus (P) 8% = (P2O5) Phosphoric acid and Phosphate
Potassium (K) 8% = (K2O) Potassium Chloride

4. The Manager or his designee must 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 amount of
packets was used for each job. Failure to do so may result in partial or
non-payment for the tree/shrub planting item(s).
Reference: Puritas Nursery - (216) 267-5350

D-11 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-12 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 after effects of insects (borers).

D. Names: Plants shall be true to scientific name. The names used are those of
Standardized Plant Names, Second Edition 1942, prepared by the American Joint
Committee of Horticulture Nomenclature. Identification when identity is doubtful
shall be as described in the Manual of Cultivated Trees and Shrubs by Alfred E.
Render.

E. Habit 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
SECTION D - TECHNICAL SPECIFICATIONS

tree calipers graduated in 1/4" intervals for sizes up to two inches (2") and one-half inch (1/2") intervals for sizes from 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 Landscape Architect 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 Of A 250 Mile Radius Of Downtown Cleveland. If The Contractor Chooses To Exceed The 250 Mile Radius, The Contractor Will Provide Air Travel (Same Day Travel) For Himself And The City's Representative.

D-13 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.

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

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

SECTION D - TECHNICAL SPECIFICATIONS

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-14 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 wrapping 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 (B & B), deciduous or evergreen, shall be placed as shown on the planting details.

D-15 PLANTING OPERATIONS

A. Balled and Burlapped Stock: Balled and burlapped (B & B) 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 insure 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 at the earliest practical date.

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 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 bailed 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-16 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-17 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.

D-18 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
SECTION D - TECHNICAL SPECIFICATIONS

shall be removed as it gathers. Plant labels shall be removed from all plans.

D-19 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-20 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.

Litter developing due to the contractor's maintenance shall be promptly removed as it gathers. Remove all plant labels.

D-21 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 thrifty 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 thrifty 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-22 REPLACEMENT OF PLANT MATERIALS

All trees, shrubs, vines and other plant materials that are not alive, or 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-23 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.
D-24 SEEDING AND FERTILIZER

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

<table>
<thead>
<tr>
<th>Grass by Name</th>
<th>% by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hubbard 87 Tall Fescue</td>
<td>35%</td>
</tr>
<tr>
<td>Crossfire Tall Fescue</td>
<td>33%</td>
</tr>
<tr>
<td>Excalibur Tall Fescue</td>
<td>32%</td>
</tr>
</tbody>
</table>

The mixture shall be proportioned as above or as otherwise approved by the Landscape Architect, 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, 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 diskng 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-11-D) shall be broadcast at a rate of ten (10) pounds per one thousand (1,000)
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION D - TECHNICAL SPECIFICATIONS

square feet.

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 sprinkled as required.

D-25 MAINTENANCE OF SEEDED AREAS

The contractor shall maintain 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 Manager Or His Designee When Turf Is To Be Mowed.

D-26 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.

However, Please Note That 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 Manager/Building Manager/Landscape Architect 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-27 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.
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

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

SECTION D - TECHNICAL SPECIFICATIONS

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-28 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-29 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/building manager or Landscape Architect. Exact type, spacing, layout and installation method of plant material shall be determined and/or approved by the Landscape Architect 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/building manager. Exact type, spacing, layout and installation method of plant material shall be determined and/or approved by the director or his designee 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/building manager or Landscape Architect. Exact type, spacing, layout and installation method of plant material shall be determined and/or approved by the Landscape Architect prior to installation. Soak perennial plants roots thoroughly
prior to installation. Pinch off flower at planting to develop root growth for better plant development.

Landscape Architect 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.
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.
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.

PLANTING NOTES

X

NO TO SCALE
DOUBLE WIRE STAKING SYSTEM

1. Double strand of galvanized #11 gauge wire wound two full turns around stake before securing.
2. Double strand of galvanized wire to be carried through the hose.
3. 2"x2"x30" hardwood stake.
4. Turn end down against stake.

REINFORCED RUBBER HOSE

TREE TRUNK

NOT TO SCALE
REINFORCED RUBBER HOSE #9 WIRE SECURED TO TREE TRUNK

ONE 2"x2"x72" HARDWOOD STAKE, LOCATE ON OPPOSITE SIDE OF PREVAILING WINDS

1/3 OF ROOT BALL TO BE ABOVE GRADE. CUT AND FOLD TOP 1/3 OF BURLAP

4" MULCH LAYER (AS SPECIFIED)

SOIL LINER

BACKFILL #/ APPROVED TOPSOIL ONLY. TREE PIT TO BE BLENDED BACK INTO EXISTING GRADE. TREE PIT TO BE 3x ROOT BALL DIAMETER

TYPICAL EVERGREEN TREE PLANTING & STAKING

NOT TO SCALE
NEVER CUT OR DAMAGE A LEADER

THIN BRANCHES AND FOLIAGE, BY 1/3, RETAINING SHAPE OF TREE

THREE LOOPS OF REINFORCED RUBBER HOSE AROUND THE TRUNK OF THE TREE

DOUBLE STRAND OF GALVANIZED, #11 GAUGE WIRE CARRIED THROUGH HOSE, THREE GUY WIRES PER TREE. SEE STAKING LAYOUT PLAN

24" LENGTH OF 1" WIDE PLASTIC RIBBON TO BE SECURED TO EACH GUY WIRE

TREE WRAP: REFER TO SPECIFICATIONS.

4" MULCH LAYER (HARDWOOD)

2"X2"X30" HARDWOOD STAKE. REFER TO DOUBLE WIRE STAKING SYSTEM DETAIL

1/3 OF ROOT BALL TO BE ABOVE GRADE; CUT AND FOLD TOP 1/3 OF BURLAP

SOIL LINER

BACKFILL w/ APPROVED TOPSOIL ONLY. TREE PIT TO BE BLENDED BACK INTO EXISTING GRADE; TREE PIT TO BE 3X ROOT BALL DIAMETER

NOT TO SCALE
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.
NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Under Sec. 181.56 Cleveland Codified Ordinances, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By:

Title:

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

SUPPLEMENTAL
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:


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: [Select]  
Determination Date: 12/04/2018  
Expiration Date: 03/04/2019

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
PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

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

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

a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.

b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census; but may not increase or decrease more than 3% for any year.

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

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

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

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
   1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
   2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
   1. Time cards, time sheets, daily work records, etc.
   2. Payroll ledger/journals and canceled checks/check register.
   3. Fringe benefit records must include program, address, account number, & canceled checks.
   4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
   5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
   1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

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.
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 409 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 this project. Payroll 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 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
6606 Tussing Road
Reynoldsburg, OH 43068
# CERTIFIED PAYROLL REPORT

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<tr>
<th>Employer Name &amp; Address</th>
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<th>Project Name &amp; Location</th>
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Check if subcontractor [ ]

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Date __________ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That 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. 2) That the fringe benefits have been paid as indicated above. 3) That 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 the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title ___________________________ Signature ___________________________

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8. Total Hours All Jobs

9. Total Gross All Jobs

10. Taxes Withheld

11. Other Deducts

12. NET Paid

H&W Pens Vac App Other
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.

LAW1003
**Classification = All, County = CUYAHOGA, Union = All**

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Back to home
MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

20% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:


Click on CSB/MBE/FBE Registry.
MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Melissa K. Burrows, Ph.D., Director
Office of Equal Opportunity

Revision Date: May 15, 2015 - Final
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."

Revision Date: May 15, 2015 - Final
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, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.

(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 operates.

Revision Date: May 15, 2015
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: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. 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 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

**Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the

Revision Date: May 15, 2015
certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer; and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

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 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 will 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. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of 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. **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/](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 the Cleveland Contracting Market.

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](http://www.sba.gov/content/small-business-size-standards)

6. **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.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. **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/](https://cleveland.diversitycompliance.com/).

Revision Date: May 15, 2015
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.

8. **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 specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

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.

9. **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.

10. **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.

Revision Date: May 15, 2015
11. **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.

12. **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.

13. **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.

14. **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.

15. **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/.

16. **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.

17. **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.

18. **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.

19. **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 or 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.

Revision Date: May 15, 2015
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.

20. **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.

21. **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 1, the Schedule of Subcontractor Participation.

22. **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](http://cleveland.diversitycompliance.com), or through a link on the Office of Equal Opportunity's website at [http://city.cleveland.oh.us/oeo](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.

**Community Benefit Policies:**

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW

Revision Date: May 15, 2015
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 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: Schedule of Subcontractor Participation
☐ 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?
☐ Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor
☐ Did the subcontractor specify the total dollar amount of the subcontract?
☐ If applicable, has the re-subcontracting section been completed?
☐ Is the form complete and signed by the subcontractor?

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?
# Schedule 1: Project Contact Information Form

<table>
<thead>
<tr>
<th>Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder/Proposer Name:</td>
<td></td>
</tr>
</tbody>
</table>

## Part I: Bidder Information

| Contractor's Full Legal Name: |  |
| Contractor's Address: | Federal Tax ID Number (EIN): |
| City: | State and Zip: |
| Contractor's Principal Officer Name: | Phone Number: |
| Contractor's Main Email Address: |  |
| Contractor's Authorized OEO Representative Name: | Phone Number: |
| Authorized OEO Representative Email Address: |  |

Are you Certified with the Office of Equal Opportunity? Check all that apply:  

- [ ] CSB  
- [ ] MBE  
- [ ] FBE  
- [ ] SUBE  
- [ ] LPE  
- [ ] SFP

---

Signature: ___________________________  Date: ___________________________

Bidder/Proposer Representative: ___________________________

Title: ___________________________
City of Cleveland - Office of Equal Opportunity  
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

<table>
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<tr>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>City, State, Zip:</td>
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<tr>
<td>OEO Compliance Contact:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Email Address:</td>
<td>$</td>
<td></td>
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<tr>
<td>Contact Phone:</td>
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<tr>
<td>Company Type: CSB ☐ MBE ☐ FBE ☐ Other ☐ Non-Certified ☐</td>
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</tr>
<tr>
<td>Federal Tax ID#/EIN:</td>
<td>TOTAL</td>
<td></td>
<td>$</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID#/EIN:</td>
<td>TOTAL</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

The prime contractor may not substitute subcontractors between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

Authorized Representative:

Signature: Date:
City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

| Subcontractor: | Part 1:   | Part 2: | Part 3:     |
|               | SPEC     | TYPE OF WORK OR | SUBCONTRACT |
|               | ITEM #   | MATERIALS/SUPPLIES | AMOUNT     |
| Address:      | $        |            |            |
| City, State, Zip: | $        |            |            |
| OEO Compliance Contact: | $        |            |            |
| Contact Email Address: | $        |            |            |
| Contact Phone: | $        |            |            |
| Company Type: | $        | CSB □ MBE □ FBE □ Other □ Non-Certified □ |            |
| Federal Tax ID#/EIN: | TOTAL $ |            |            |

| Subcontractor: | Part 1:   | Part 2: | Part 3:     |
|               | SPEC     | TYPE OF WORK OR | SUBCONTRACT |
|               | ITEM #   | MATERIALS/SUPPLIES | AMOUNT     |
| Address:      | $        |            |            |
| City, State, Zip: | $        |            |            |
| OEO Compliance Contact: | $        |            |            |
| Contact Email Address: | $        |            |            |
| Contact Phone: | $        |            |            |
| Company Type: | $        | CSB □ MBE □ FBE □ Other □ Non-Certified □ |            |
| Federal Tax ID#/EIN: | TOTAL $ |            |            |

| Subcontractor: | Part 1:   | Part 2: | Part 3:     |
|               | SPEC     | TYPE OF WORK OR | SUBCONTRACT |
|               | ITEM #   | MATERIALS/SUPPLIES | AMOUNT     |
| Address:      | $        |            |            |
| City, State, Zip: | $        |            |            |
| OEO Compliance Contact: | $        |            |            |
| Contact Email Address: | $        |            |            |
| Contact Phone: | $        |            |            |
| Company Type: | $        | CSB □ MBE □ FBE □ Other □ Non-Certified □ |            |
| Federal Tax ID#/EIN: | TOTAL $ |            |            |
City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder/Proposer Name:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor is a:  
☐ CSB  
☐ MBE  
☐ FBE  

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year?  
☐ Yes  ☐ No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):  
☐ Individual  
☐ Corporation organized and existing under the laws of the State of  
☐ Proprietorship,  
☐ Partnership, or  
☐ Joint Venture consisting of

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

<table>
<thead>
<tr>
<th>Part 1: SPEC ITEM #s</th>
<th>Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS</th>
<th>Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:  
☐ Yes (If Yes, fill out a “Blank” Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)  
☐ No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:  

Signature:  

Date:
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 use good faith efforts in utilizing 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 prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding 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.

<table>
<thead>
<tr>
<th>CONTACTED CONTRACTOR</th>
<th>PROPOSED WORK/SUPPLIES</th>
<th>REASON FOR UNAVAILABILITY</th>
<th>DATE OF CONTACT</th>
<th>DATE RESPONSE RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

☐ 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
2019 Submission Schedule

Monthly Subcontractor Payment Reports
Certified Payroll Reports

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:

<table>
<thead>
<tr>
<th>REPORTING MONTH</th>
<th>DATE DUE</th>
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</thead>
<tbody>
<tr>
<td>DECEMBER 2018</td>
<td>JANUARY 23, 2019</td>
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<tr>
<td>JANUARY 2019</td>
<td>FEBRUARY 21, 2019</td>
</tr>
<tr>
<td>FEBRUARY 2019</td>
<td>MARCH 21, 2019</td>
</tr>
<tr>
<td>MARCH 2019</td>
<td>APRIL 21, 2019</td>
</tr>
<tr>
<td>APRIL 2019</td>
<td>MAY 21, 2019</td>
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<td>JULY 2019</td>
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</tr>
<tr>
<td>AUGUST 2019</td>
<td>SEPTEMBER 23, 2019</td>
</tr>
<tr>
<td>SEPTEMBER 2019</td>
<td>OCTOBER 21, 2019</td>
</tr>
<tr>
<td>OCTOBER 2019</td>
<td>NOVEMBER 21, 2019</td>
</tr>
<tr>
<td>NOVEMBER 2019</td>
<td>DECEMBER 23, 2019</td>
</tr>
<tr>
<td>DECEMBER 2019</td>
<td>JANUARY 23, 2020</td>
</tr>
</tbody>
</table>