

March 11, 2015 & March 18, 2015

BID OPENS- Friday, April 10, 2015

**FILE NO. 44-15 Fence Installation,
Maintenance and or Repair**

FOR THE DIVISION OF CLEVELAND PUBLIC POWER,
DEPARTMENT OF PUBLIC UTILITIES, AS
AUTHORIZED BY ORDINANCE 567-13 PASSED CITY
COUNCIL MAY 6, 2012

**There will be a NON-MANDATORY Pre-bid
meeting Monday, March 31, 2015 at 10:00 a.m.
Located at The Tom L. Johnson Building,
Conference Room A, 1300 Lakeside Avenue,
Cleveland, Ohio 44108**



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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. 567-13.

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

An emergency ordinance authorizing the purchase by one or more requirement contracts of various types of fencing, gate operators, gates, barriers, walls, and guardrails, including associated appurtenances, and labor and materials necessary to repair or maintain existing equipment and appurtenances, including installation if necessary at various facilities, for the various divisions of the Department of Public Utilities, for a period not to exceed two years, with two one-year options to renew, the first of which requires additional legislation.

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

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period not to exceed two years, with two one-year options to renew, the first of which requires additional legislation, of various types of fencing, gate operators, gates, barriers, walls, and guardrails, including associated appurtenances, and labor and materials necessary to repair or maintain existing equipment and appurtenances, including installation if necessary at various facilities, 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 various divisions of the Department of

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

Section 2. That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of 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 2003, RL 2013-13)

Section 3. 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 4. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed May 6, 2013.

Effective May 7, 2013.

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City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY WHITE
COMMISSIONER

BIDDER'S CHECK LIST

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

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

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

B. Bid Bond

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

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

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

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

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

E. Affidavit

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

F. Contract Compliance Certifications for Bid Consideration

- 1. Do you have a contract compliance certification number or a minority/female business enterprise certification number? If you do not have necessary certification numbers, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therefore, in addition to the certification requirements listed in number 2 under Section F?
- 4. Have you completed the CONTRACT EMPLOYMENT REPORT (Item 12, Page 1 – Schedule 1) **which must be submitted with your bid**?

G. Bid Envelope

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

H. Performance Bond

- 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-25 of INSTRUCTIONS TO BIDDERS, and in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

I. Federal Tax ID Form

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

J. Northern Ireland Fair Employment Practices Disclosure

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

K. Project Plan

- _____ 1. Is all the required information given?

L. Contractor Qualifications from Part 1 of Item 8

- _____ 1. Is all the required information given?

K. Please Note:

- _____ 1. Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, **please review your bid carefully to verify that you have accurately and completely supplied all such data.** Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications.
- _____ 2. All plans and specifications **must** be returned with the bid.

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

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

A-2 FORM OF BID (BID FORM)

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

A-3 BIDDERS AFFIDAVIT

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

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

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

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

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

A-6 EXPLANATIONS WRITTEN OR ORAL

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

A-7 PRICE BIDS AND DISCOUNTS

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

A-8 BIDDER'S DESCRIPTION OF ITEMS

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

A-9 MANUFACTURER'S NAME

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

A-10 SAMPLES

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

A-11 TIME OF DELIVERY

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

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

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

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

A-13 REQUIREMENT CONTRACT DEFINED

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

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

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

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

A-15 LIMITATION OF PERIOD OF CONTRACT

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

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

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

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

Good faith participation shall include:

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

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

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

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

A-19 SUBCONTRACTING:

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

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

STATE OF _____
COUNTY OF _____

} SS

AFFIDAVIT

_____ being first duly sworn deposes and says:

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

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

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

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

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

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

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

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Directors:

Vice President:

Secretary:

Treasurer:

Cleveland Manager or Agent

Attorneys:

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

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

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) \Rightarrow _____

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

Notary Public

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ City _____

State _____ Zip _____ Telephone _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

State _____ Zip _____ Telephone _____

Remit Address _____ City _____

State _____ Zip _____ Telephone _____

Contact Person (ordering) _____ (remit) _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 partners' share of income from such business. Further, in certain cases where Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

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

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

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. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 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 Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information return with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 Fence Installation, Maintenance and/or Repair

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 total price bid and in conformity with the provisions of The Codified Ordinance 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, 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.

SIGN HERE CORPORATION OR FIRM

BY _____

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

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

BID — SCHEDULE OF ITEMS

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

BID PAGE 1 OF 5

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID Fence Installation, Maintenance and/or Repair			NAME OF FIRM		
			STREET ADDRESS		
ORDINANCE NO. 567-13	PASSED May 6, 2013	SIGNED May 7, 2013	CITY CODE	STATE	ZIP
DEPARTMENT PUBLIC UTILITIES			Divisions of WATER, CPP & WPC		
CITY RECORD ADVERTISEMENT DATES			<input type="checkbox"/> STANDARD CONTRACT BID <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID		
BUYER Lisha Strickland (216) 664-2625 lstrickland@city.cleveland.oh.us			BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME		
			AUTHORIZED SIGNATURE		
			DATE		

DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
ITEM - CHAIN LINK FENCE			
1. 7' Chain Link Fence Fabric, Vinyl Clad	1250 LF		
1a. 7' Chain Link Fence Fabric, Galvanized	1250 LF		
2. Line Posts for 7' Chain Link Fence, Vinyl Clad	125 EA		
2a. Line Posts for 7' Chain Link Fence, Galvanized	125 EA		
3. Corner and Terminal Posts, 7' Chain Link Fence, Vinyl Clad	1250 LF		
3a. Corner and Terminal Posts, 7' Chain Link Fence, Galvanized	1250 LF		
4. Top Rail, 7' Chain Link Fence, Vinyl Clad	1250 LF		
4a. Top Rail, 7' Chain Link Fence, Galvanized	1250 LF		
5. Bottom Rail, 7' Chain Link Fence, Vinyl Clad	1250 EA		
5a. Bottom Rail, 7' Chain Link Fence, Galvanized	1250 EA		
6. Brace Unit, 7' Chain Link Fence, Vinyl Clad	25 EA		
6a. Brace Unit, 7' Chain Link Fence, Galvanized	25 EA		
7. Barbed Wire-Six Strands, Vinyl Clad	1250 LF		
7a. Barbed Wire-Six Strands, Galvanized	1250 LF		
ALL ITEMS ARE APPROXIMATE QUANTITIES. CONTRACT IF ANY, SHALL BE FOR A PERIOD NOT TO EXCEED (2) TWO YEARS, WITH (2) TWO (1) ONE YEAR OPTIONS TO RENEW, THE FIRST OF WHICH REQUIRES ADDITIONAL LEGISLATION . 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			

BID — SCHEDULE OF ITEMS

City of Cleveland

BID PAGES

BID PAGE 2 OF 5

BIDDER MUST SIGN
AND DATE THIS SHEET

AUTHORIZED SIGNATURE

TITLE OF BID
Fence Installation, Maintenance and/or Repair

DATE

DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
-------------	------	------------	-----------

ITEM - CHAIN LINK FENCE CONTINUED

8. V-Shape Extension Arms for Barbed Wire	125 EA		
8a. V-Shape Extension Arms for Galvanized Wire	125 EA		
9. 6-5/8" O.D. Gate Posts, Vinyl Clad and Foundation for 7' Chain Link Fence	5 EA		
9a. 6-5/8" O.D. Gate Posts, Galvanized and Foundation for 7' Chain Link Fence	5 EA		
10. Gate, Single or Double Swing and Foundation, 7' Chain Link Fence	125 EA		
10a. Gate, Single or Double Swing and Foundation, 7' Chain Link Fence Galvanized	125 EA		
11. Gate Sliding, 7' Chain Link Fence, Vinyl Clad	125 EA		
11a. Gate Sliding, 7' Chain Link Fence, Galvanized	125 EA		
12. Loop Cap	250 EA		
13. Fence Post or Gate Post Removal and Disposal	50 EA		
14. Chain Link Fence Removal and Disposal	500 LF		
15. Rivets, 1-3/16" with 1' pin Sure-Loc and .27 Strip Load, per linear foot	1,000 LF		

ITEM – ORNAMENTAL PICKET IRON FENCE

16. 8' Ornamental Iron Picket Fence	1000 LF		
17. Line Post 8' Ornamental Picket Fence, Including Foundation	100 EA		
18. Gate Post, 8' Ornamental Picket Fence Gate, Including Foundation	10 EA		
19. Gate, Single or Double Swing, 8' Ornamental Picket Fence	100 SF		
20. Gate, Sliding, Ornamental 8'	10 SF		
21. Post Tops for Ornamental Fence	100 EA		
22. Column/Wall Attachment Bracket for Ornamental Picket Fence	10 EA		

<p>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.</p>		<p>DELIVERY (Days)</p>	<p>PAYMENT DISCOUNT % Days</p>
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<p>ALL ITEMS ARE APPROXIMATE QUANTITIES. CONTRACT IF ANY, SHALL BE FOR A PERIOD NOT TO EXCEED (2) TWO YEARS, WITH (2) TWO (1) ONE YEAR OPTIONS TO RENEW, THE FIRST OF WHICH REQUIRES ADDITIONAL LEGISLATION .</p>	<p>FOR PURCHASING USE ONLY</p>
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BIDDER MUST SIGN AND DATE THIS SHEET

ITEM 7A

BID — SCHEDULE OF ITEMS

City of Cleveland

BID PAGES

BID PAGE 3 OF 5

BIDDER MUST SIGN AND DATE THIS SHEET
AUTHORIZED SIGNATURE

TITLE OF BID	DATE
Fence Installation, Maintenance and/or Repair	

DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
ITEM - ORNAMENTAL PICKET IRON FENCE CONTINUED			
23. Fence Post or Gate Post, Ornamental Picket Fence Removal and Disposal	10 EA		
24. Ornamental Picket Fence Removal and Disposal	100 EA		
ITEM- HIGH SECURITY FENCE			
25. 7' High Security Fence Fabric, Vinyl Clad	50 LF		
26. Line Posts for 7' High Security Fence, Vinyl Clad	5 EA		
27. Corner and Terminal Posts, 7' High Security Fence, Vinyl Clad	5 EA		
28. Rails (as required), 7' High Security Fence, Vinyl Clad	5 LF		
29. Brace Unit, 7' High Security Fence	5 EA		
30. Barbed Wire-Six Strands, Vinyl Clad	50 LF		
31. V-Shape Extension Arms for Barbed Wire	5 EA		
32. 6-5/8" O.D. Gate Posts, Vinyl Clad and Foundation for 7' High Security Fence	5 EA		
33. Gate, Single or Double Swing and Foundation, 7' High Security Fence, Vinyl	5 SF		
34. Gate Sliding, 7' High Security Fence, Vinyl Clad	5 SF		
35. Loop Cap	5 EA		
36. High Security Fence Post or Gate Removal and Disposal	5 EA		
37. High Security Fence Removal and Disposal	50 LF		
ITEM – CONCRETE WALL SYSTEM			
38. Concrete Wall System – 10 Foot Sections X 10' High	1000 LF		
39. Concrete Wall System Posts, Including Foundation	100 EA		
40. Removal of concrete Wall System, including Posts	250 LF		
ITEM- GUARD RAIL			
41. Type 4 guard rail, deep beam rail, per linear foot	50 LF		
42. Type 4 guard rail, post, per each	3 EA		
43. Type 4 guard rail, flared end section, per each	1 EA		

BID — SCHEDULE OF ITEMS

City of Cleveland

BID PAGES

BID PAGE 4 OF 5

BIDDER MUST SIGN AND DATE THIS SHEET
AUTHORIZED SIGNATURE

TITLE OF BID Fence Installation, Maintenance and/or Repair	DATE

DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
ITEM - GUARD RAIL CONTINUED			
44. Type A anchor assembly for Type 4 guard rail, per each	1 EA		
45. 2" O.D. pipe frame barrier gate, including 4" O.D. minimum post, per sq. ft.	25 SF		
46. Type 4 guard rail, driven post, per each	5 EA		
47. Remove guard rail post, no new installation, per each	5 EA		
48. Remove guard rail, no new installation, per linear foot	25 LF		
ITEM- VERTICAL PIVOT LIFT GATES			
49. Labor for repairs to vertical pivot lift gates, 49.1 - 8:00 a.m. - 5:00 p.m. M-F Hourly Rate \$ _____ ____ 49.2 - 5:00 p.m. - 8:00 a.m. M-F Hourly Rate \$ _____ 49.3 - Saturdays Hourly Rate \$ _____ 49.4 - Sundays/Holidays Hourly Rate \$ _____	Allowance	\$50,000.00	\$50,000.00
50. Estimated funds to pay for any purchases that may be required under C-1.3: Parts, Materials, Equipment, and/or Supplies to refurbish vertical pivot lift gates for DPU.	\$50,000.00	Discount from List Price %	\$
ITEM- ADDITIONAL ITEMS			
51. Fence Grounding	500 LF		
52. Black Vinyl Windscreen Fabric, (30x13 Thread Construction)	75 SY		
53. Gate Operator for use with items 11, 20 and 34	3 EA		
54. Additional Labor Not Included in Other Items of Work			
54.1 - 8:00 a.m. - 5:00 p.m. M-F	125 HR		
54.2 - 5:00 p.m. - 8:00 a.m. M-F	50 HR		
54.3 - Saturdays	50 HR		
54.4 - Sundays/Holidays	25 HR		

BID — SCHEDULE OF ITEMS

City of Cleveland

BID PAGES

BID PAGE 5 OF 5

BIDDER MUST SIGN AND DATE THIS SHEET

AUTHORIZED SIGNATURE

TITLE OF BID Fence Installation, Maintenance and/or Repair	DATE

55. Additional Third Party Equipment Not Included in Other Items of Work; Cost + _____ % mark-up (Per Section C-20)	Allowance	\$25,000.00	\$25,000.00
56. Additional Materials Not Included In Other Items of Work; Cost + _____ % mark-up (Per Section C-21)	Allowance	\$25,000.00	\$25,000.00
Items: All	Grand Total		\$ _____
ALL ITEMS ARE APPROXIMATE QUANTITIES. CONTRACT IF ANY, SHALL BE FOR A PERIOD NOT TO EXCEED (2) TWO YEARS, WITH (2) TWO (1) ONE YEAR OPTIONS TO RENEW, THE FIRST OF WHICH REQUIRES ADDITIONAL LEGISLATION . 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

BIDDER MUST SIGN AND DATE THIS SHEET

FOR PURCHASING USE ONLY

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**PART C
GENERAL SPECIFICATIONS**

C-1 SCOPE OF WORK

- C-1.1 The contract if any shall be for a period not to exceed two (2) years, with two (2) one (1) year options to renew, the first of which requires additional legislation after the execution date of the contract and when so ordered, the Contractor shall furnish all labor, materials, equipment, tools, permits and incidentals necessary to install new or replacement fencing and/or gates, or to repair existing fencing and/or gates, where, as specified by an authorized representative of the City of Cleveland, Department of Public Utilities (DPU), and in accordance with these specifications.
- C-1.2 The work includes the installation of new, or the repair and/or replacement of existing six (6), seven (7), or eight (8) feet high chain-link fences and gates with new seven (7) feet chain-link fencing and gates with six (6) strand barbed wire security top (Vee-top), or eight (8) feet high ornamental iron fencing and gates; or 10 feet new concrete noise barrier/screen wall; including grounding; and the removal and disposal of the existing fencing materials, gates, and associated appurtenances. Regarding materials containing lead paint, the successful bidder shall handle, remove and dispose of all materials in compliance with Federal, State and Local laws including but not limited to Ohio EPA, ODH and PERRP/OSHA.
- C-1.3 The Contractor shall supply, when required by DPU, materials, parts, equipment and supplies to install, maintain and/or repair vertical pivot lift gates upon prior approval of the Director or his designee. DPU anticipates that parts, materials, equipment and/or supplies may consist of chain link mesh, various fastener straps, poles, end-caps and replacement gate(s). A quotation is required showing the cost of any parts, materials, equipment and/or supplies with the list price less the discount with a copy of the manufacturers' price catalog attached. Approval of the Director or his designee is required before work can begin.
- C-1.4 All work performed under this contract shall be performed by crews employed and subcontracted by the successful bidder.

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C-2 BIDDER QUALIFICATIONS

The bidder shall show that he has available under his direct employment supervision the necessary organization, resources and facilities to properly fulfill all the services and conditions required under these specifications.

C-3 APPROXIMATE QUANTITIES

The quantities of work to be done or material or equipment to be furnished as given for each item in the Bid Form are approximate. They are not guaranteed to be accurate statements and quantities to be performed or furnished under this contract, and any departure there from will not be considered as valid grounds for any claim for damage or for loss of profits.

C-4 UNIT PRICES

All prices quoted shall be on a per unit basis as indicated on the Bid Schedule of Items page and shall include all costs for handling and delivery, F.O.B. point of delivery. Prices bid shall be good for the two (2) year term, and the two (2) one (1) options to renew if exercised by the City. Such time period shall commence upon the date of a signed contract.

C-5 WARRANTY (Supplemental to General Conditions Section B-29)

The supplier shall provide a warranty for all products supplied to the City of Cleveland under this agreement and such warranty shall provide that the products are free from defects in design, materials and workmanship. The term of the warranty shall be the standard length of industry's warranty.

C-6 BID AWARDS

Due to the nature of the labor and materials included in this request for bids, the Director of Public Utilities reserves the right to award all items to one bidder. The award will be based on the lowest and best overall bid for all items.

C-7 PREFERENCE FOR RECYCLED MATERIALS

Whenever the total price submitted by a bidder who includes recycled products and materials does not exceed by more than 5% the lowest price bid without recycled products and materials, that bid will be given preference provided that those

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recycled products and materials are readily procurable and are of equal or superior quality to products and materials made from non-recycled components.

C-8 CLEAN UP, WASTE DISPOSAL, ENVIRONMENTAL CONTROL

Contractor shall, at all times, keep the work site free from accumulations of waste material or rubbish, and upon completion of the work, shall remove all tools, equipment, surplus materials and rubbish, and leave the work site in a safe and proper condition. All material removed must be disposed of the Contractor off City property.

Contractor shall comply with all applicable federal, state and local environmental statutes, ordinances and regulations ("Environmental Laws").

C-9 SPECIAL PROVISION RELATING TO ACCEPTANCE OF DELIVERY

Anything in paragraph B-24 to the contrary notwithstanding, in the event that the execution of the contract is delayed for any reason beyond the date immediately succeeding the termination of a prior contract for the items which are subject to this invitation to bid, the date for acceptance of delivery of said items shall be as fixed by the Board of Control Resolution making the award of the contract. Should such prior contract not have expired on the date of award of the present contract, and then the effective date of the new contract will be the day following the expiration of the prior contract.

C-10 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE REQUIREMENTS

C-10.1 The Contractor shall maintain during the term of this contract such general liability insurance including but not limited to bodily injury, property damage, contractual liability, products/completed operations coverage, and personal injury coverage wherein the City of Cleveland is named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any subcontractor performing any work under this Contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance and a copy of the additional insured endorsement naming the City of Cleveland as additional insured shall be deposited with the Director of Finance prior to execution of the contract. Such documents shall be as to form,

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coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided to the City under the Contractor's insurance policy(ies) shall be primary with respect to Contractor's general liability, notwithstanding other insurance covering the City. The amounts of insurance shall be as described below.

NOTE: Self-insurance is not acceptable.

C-10.2 General Liability (Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury). Such policy or policies shall be in an amount not less than a combined single limit of \$1,000,000.00 for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to, contractual liability, owners and contractors protective liability, personal injury as well as products/completed operations coverage of \$1,000,000.00. Such coverage shall be on an occurrence basis. Coverage shall not be on a claim made basis. If a deductible or self-insured retention is assumed, it may not exceed \$50,000.00 per occurrence and in the aggregate. This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the Contractor, or any property over which the Contractor is directly or indirectly exercising physical control by reason of the work to be performed.

C-10.3 Special Hazards. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:

C-10.3.1 Business Automobile Liability

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

C-10.4 Any policies or certificates provided shall contain a special provision requiring the insurer, no less than 30 days prior to material change in, cancellation, reduction, lapse or non-renewal of the insurance afforded by the policy or policies with respect to the contract involved, to give written notice by certified mail to the Director of Finance. The provision may not contain language such as "endeavor to" or "failure to give such notice shall impose no liability or obligation of any kind on the company or

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its representatives" or any similar language limiting or abating the above requirement.

C-10.5 Indemnification. The maintenance of such insurance as outlined shall in no way constitute a waiver of Contractor's legal liability beyond the limits of insurance maintained for damages to any adjoining buildings or their contents or the work and property of others on the site. The Contractor shall hold the City and its agents, including the Director of Finance, free and harmless from any cost, injury, or damage resulting from the negligent or faulty performance by the Contractor or its Subcontractors.

C-11 EIGHT HOUR DAY - MINIMUM WAGE AND NON-DISCRIMINATION

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

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

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

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

C-12 PREVAILING RATES OF WAGES

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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 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 may be obtained from the Department of Public Utilities (DPU) Divisions of, Water's Contract Compliance Unit, Cleveland Public Power, and Water Pollution Control.

Changes instated by the State's Wage and Hour Bureau will be communicated to the prime contractor by the various Divisions of DPU within seven (7) business days of its notification by the State. This includes increase 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.

Contractors and Subcontractors who are subject to Chapter 4115 of the Revised Code shall, as soon as they begin performance under their contract with the City, supply to the DPU Divisions a schedule of dates during the life of their contract with the authority on which they are required to pay wages to employees. They shall also deliver to the DPU Divisions a certified copy of their payroll, within two (2) weeks after the initial pay date 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.)

Each certified payroll report is required to contain the following information:

- Contractor (or Subcontractor) Name, as it appears on the Contract;
- Contractor (or Subcontractor) Mailing Address;

- Contractor (or Subcontractor) Telephone Number;
- Contractor (or Subcontractor) Facsimile Number;
- Contractor Federal Tax Identification Number;
- Name of Prime Contractor;
- Contract Number;
- 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;

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- 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.

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

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.

All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following:

- Department of Public Utilities

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Contract Compliance Unit
1201 Lakeside Avenue, 4th Floor south
Cleveland, OH 44114

C-13 LABOR AND MATERIALMEN

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

C-14 NO WAIVER OF LEGAL RIGHTS

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

C-15 INDEMNITY CLAUSE

C-15.1 The Contractor shall indemnify, keep and save harmless the City of Cleveland, Ohio, and its respective officers, agents and employees, against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course or as the result of the performance of all or any part of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employee, and whether or not the person(s) injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized Subcontractor; and the Contractor shall at its own expense defend the City in all litigation, pay all attorney's fees and all costs and other expenses arising out of the litigation or claim incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees. Nothing herein shall be construed to limit the Contractor's indemnification obligations to the limits of insurance provided. The indemnification obligations shall survive any termination of the Contract.

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C-15.2 In case of any and all claims against the City and its officers, agents or employees, by any employee of the Contractor, Subcontractors, its agents, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, Subcontractors or other person under applicable worker's or workmen's compensation benefit or disability laws, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the parties have mutually negotiated the foregoing waiver.

C-16 CLEVELAND AREA SMALL BUSINESS, MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

Each bidder must comply with the effective City's Office of Equal Opportunity CSB/MBE/FBE Schedules and submit them as part of the bid documents. The Schedules are included in the bid package.

Any questions in regard to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

C-17 CARE OF EXISTING UTILITIES

The Contractor shall take all precautions necessary to prevent damage to existing utilities in the area of construction. The Contractor shall contact OUPS at 1-800-362-2764 in advance of construction so that existing utilities may be marked. Non member utilities must be contacted directly. Department of Public Utilities makes no guarantees as to the accuracy of any utilities shown on the plans.

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

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C-18 PAYMENT TERMS

Invoices for payments shall be submitted promptly at the end of each month and shall be accompanied by a complete and detailed description/quantities of the work performed during the preceding month. Invoices shall separate unit work from force account work with amounts for force account labor, materials, equipment and subcontractors further broken down in accordance with Director of Public Utilities' instructions. Invoices shall be submitted in duplicate. Upon receipt, and provided all details of the invoices are correct and in order, the invoice will be paid within 30 days.

C-19 WITHHOLDING PAYMENTS

Director of Public Utilities may withhold payments to such extent as deemed necessary to insure carrying out of Contract provisions/requirements. Payment of any monies withheld shall be promptly made when the reason(s) for withholding it have been remedied.

C-20 ADDITIONAL THIRD PARTY EQUIPMENT NOT INCLUDED IN OTHER ITEMS OF WORK

The Contractor shall supply, when required by DPU, Third Party Equipment, upon prior approval of the Director or his designee. This is for equipment not covered under the Bid – Schedule of Items. The contractor, when requested, shall submit a quotation for the additional equipment requested showing the cost of said item, and the mark up amount, and only when approved by the Director of the Department of Public Utilities or his designee, shall provide said equipment. Refer to Payment Terms in Section C-18.

C-21 ADDITIONAL MATERIALS NOT INCLUDED IN OTHER ITEMS OF WORK

The Contractor shall supply, when required by DPU, Additional Materials, upon prior approval of the Director or his designee. This is for materials not covered under the Bid – Schedule of Items. The contractor, when requested, shall submit a quotation for the additional materials requested showing the cost of said item, and the mark up amount, and only when approved by the Director of the Department of Public Utilities or his designee, shall provide said materials. Refer to Payment Terms in Section C-18.

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C-22 SUPERVISION

The Contractor shall keep on his work at all times during its progress, a competent superintendent and all necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case.

The superintendent shall have a minimum of three (3) years experience in the supervision of construction and be subject to the approval of Director of Public Utilities. In the event the Contractor changes the superintendent of the work he shall notify the Director of Public Utilities representative immediately. This new superintendent shall meet all the requirements of this section.

C-23 APPROVAL AND ACCEPTANCE

C-23.1 Upon request for Fencing Work under this contract, Contractor shall submit Shop Drawings and manufacturer's product data on all items to be supplied and installed under this Section for approval by the City prior to installation.

C-23.2 Upon completion of the work as herein provided, the Contractor shall notify the Director of Public Utilities representative, in writing, that the installation has been completed and is ready for performance test.

C-23.3 The performance test may then be conducted, as elsewhere herein specified, and the successful operation of the plant during such test shall be considered as indicating the plant and its appurtenances have been completed within the meaning of these specifications.

C-23.4 The final estimate shall not be paid until the performance test has been satisfactorily completed, and the guarantee period shall begin immediately upon the successful completion of such performance test and not before.

C-24 UNACCEPTABLE BIDS

No bid will be accepted from, or contract awarded to, any person, joint venture, firm or corporation that is in arrears or is in default to the City upon any debt or

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contract, or that is a defaulter as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

C-25 NOTICE TO PROCEED

The language in Paragraph B-24 or anywhere else in this contract notwithstanding, the term of this contract shall begin when CWD/WPC/PPP/DPU issues a Notice to Proceed to the Contractor and shall be for a period of up to two (2) years after the Notice to Proceed. At the City's discretion, the City may additionally shorten the term of this contract by as much as two (2) weeks, in order to accomplish an orderly inventory of material. A Notice to Proceed shall not be issued until the Contract has been fully executed and delivered to all parties, and not until all of the Contractor's subcontracts with its MBE and FBE subcontractors have been approved by the City's Office of Equal Opportunity office. Once a bidder has been selected and approved by the City's Board of Control (BOC), the recommended bidder shall diligently pursue the timely completion, submittal and approval of its CSB subcontracts.

C-26 PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at the Cleveland Public Power Main Office, 1300 Lakeside Avenue, at Cleveland, Ohio. The last date that questions for this project will be accepted is 72 hrs. from the pre-bid meeting date at 12 Noon. All questions must be reduced to writing and submitted to the buyer, Lisha Strickland via fax to 216-664-2177 or by email to: lstrickland@city.cleveland.oh.us.

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**PART D
DETAILED SPECIFICATIONS**

D-1 MANUFACTURER'S PRODUCT

Only Department of Public Utilities approved fencing and parts shall be accepted.

D-2 RESPONSE TIME AND OTHER REQUIREMENTS

D-2.1 The Contractor shall commence the work at the site specified on the order within 72 hours, excluding Saturdays, Sundays and national holidays, after the issuance of the order by the Department of Public Utilities. The Contractor shall respond to requests for emergency repairs within 24 hours after receipt of notification for emergency situations. The successful bidder shall furnish to the Department's authorized representatives a list of personnel and their contact information. This list shall be provided within three (3) business days of signing the contract.

D-2.2 Unsatisfactory progress and termination of contract.

If the contractor has not commenced the work within a reasonable time, or does not carry the same forward with reasonable progress, or is improperly performing the work, or has abandoned, or fails, or refuses to complete the work, the Director of Public Utilities shall make a finding to that effect and so notify the Contractor in writing. Upon receipt of this notification by the Contractor, the right of the Contractor to control and supervise the work shall immediately cease.

D-2.3 If the Contractor cannot complete the work during the first working day, he shall provide temporary chain-link fencing (minimum 6' high) to prevent inadvertent entry through the fence, at no additional cost to the City.

D-2.4 The Contractor shall request the City for access to work sites 24-hours in advance of work start.

D-2.5 Some of the information provided by the City to the Contractor during the performance of the work may be of a sensitive nature. The Contractor may be asked to sign a Confidentiality Agreement, and to submit employee background information for approval prior to commencement of work in sensitive areas.

D-2.6 Fence replacement work areas should be protected with temporary 6 feet chain-link fencing, minimum. Temporary fence plan shall be approved by the City.

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D-3 REFERENCE STANDARDS AND SPECIFICATIONS

D-3.1 All materials and construction methods shall conform to the following standards and specifications:

- a. Most recent edition of the construction specifications of the State of Ohio, Department of Transportation (ODOT) and the City of Cleveland.
- b. ASTM A53, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- c. ASTM A121, Specification for Zinc-Coated (Galvanized) Steel Barbed Wire
- d. ASTM A153, Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- e. ASTM A392, Specification for Zinc-Coated Steel Chain-Link Fence Fabric
- f. ASTM A491, Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
- g. ASTM C33, Specification for Concrete Aggregates
- h. ASTM C150, Specification for Portland Cement
- i. ASTM D412, Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers – Tension
- j. ASTM D746, Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact
- k. ASTM D792, Standard Test Method for Density and Specific Gravity (Relative Density) of Plastics by Displacement
- l. ASTM D2240, Standard Test Method for Rubber Property - Durometer Hardness
- m. ASTM F567, Standard Practice for Installation of Chain Link Fence
- n. ASTM F626, Specification for Fence Fittings
- o. ASTM F668, Specification for Poly(Vinyl Chloride) (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric
- p. ASTM G152, Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
- q. ASTM G153, Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
- r. Chain Link Fence Manufacturer's Institute, Galvanized Steel Chain- Link Fence Fabric.
- s. Federal Specification, RR-F-191 (latest revision), Fencing, Wire and Post, Metal (Chain-Link Fence Fabric)

D-3.2 The Contractor, upon acceptance of the contract, shall submit to the Director of Public Utilities, a certification that all materials and construction methods to be used in this contract shall meet the requirements of these specifications.

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D-3.3 The City reserves the right to have samples of any materials tested for compliance by an independent testing laboratory at no expense to the Contractor, except the expense of replacing the material sample, which shall be borne entirely by the Contractor.

A test failure shall be cause for the City to require the Contractor to replace the materials covered by the failed test, at no additional expense to the City; further, it may be cause for the disqualification of the Contractor in bidding on similar future contracts.

D-3.4 Payments shall be based on the unit prices bid for the work ordered, complete and accepted.

D-4 CHAIN LINK FENCE AND ACCESSORIES

D-4.1 General

Unless otherwise requested,

- a. Replacement fence sections shall match exactly with existing fence.
- b. Pipe sizes specified are commercial pipe sizes.
- c. Tube sizes specified are nominal outside dimensions.
- d. Roll-formed section sizes are the nominal outside dimensions.
- e. Finish for framework and appurtenances: furnish the following finishes for steel framework and appurtenances:
 1. Galvanized finish with minimum weights of zinc as follows:
 - i. Pipe: ASTM A53, Schedule 40, 1.8 ounce zinc per square foot.
 - ii. Hardware and Accessories: ASTM A153, zinc weight per Table I, Federal Specification RR-F-191 (latest version)
 2. Polyvinyl Chloride (PVC) epoxy modified plastic resin finish, fusion bonded to heated metal, minimum 10-mil thickness. The physical properties of the PVC coating follow:
 - i. Specific Gravity, ASTM D792; 1.30 to 1.38, Maximum
 - ii. Ultimate Tensile Strength, ASTM D412; 2,600 pounds per square inch ± 5 percent.
 - iii. Hardness, ASTM D2240; Durometer A (10 second) 93 ± 3
 - iv. Ultimate Elongation, ASTM D412; 275 percent ± 5 percent
 - v. Compression Cut Resistance, Bell Labs; 2,000 psi
 - vi. Low Temperature Brittleness, ASTM D746; -20°C
 - vii. Low Temperature Flexibility, (Mandrell Wrap); -40°C

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- viii. Weatherometer Exposure, ASTM G152 and ASTM G153; with no change; 1,000 hours
- ix. Color: Black, Green (as specified by City Representative)

D-4.2 Fabric

- a. Furnish chain link fabric as follows:
 - 1. One-piece fabric width for fence heights up to 12 feet
 - i. No. 9 gage wires
 - ii. Gage of wire specified shall be wire gage without any additional coatings
 - 2. 2-inch mesh
 - 3. Top selvages twisted and barbed and bottom selvage knuckled for fabric over 60-inches high
 - 4. Galvanized finish with no less than 2-ounces zinc per square foot complying with ASTM A392, Class II
 - 5. Polyvinyl Chloride (PVC) epoxy modified resin finish, fusion bonded to heated metal, minimum 7-mil thickness. The physical properties of the PVC coating follow:
 - i. Specific Gravity, ASTM D792; 1.30 to 1.38, Maximum
 - ii. Ultimate Tensile Strength, ASTM D412; 2,600 pounds per square inch ± 5 percent.
 - iii. Hardness, ASTM D2240; Durometer A (10 second) 93 ± 3
 - iv. Ultimate Elongation, ASTM D412; 275 percent ± 5 percent
 - v. Compression Cut Resistance, Bell Labs; 2,000 psi
 - vi. Low Temperature Brittleness, ASTM D746; -20°C
 - vii. Low Temperature Flexibility, (Mandrell Wrap); -40°C
 - viii. Weatherometer Exposure, ASTM G152 and ASTM G153; with no change; 1,000 hours
 - ix. Color: Black, Green (as specified by City Representative)
 - 6. Height: six, seven or eight-feet unless otherwise specified

D-4.3 Posts, Rails and Braces

- a. End, Corner, and Pull Posts: Furnish end, corner, and pull posts of the minimum sizes and weights as follows:
 - 1. Over 6-foot fabric height: 2.875 inches OD pipe weighing 5.79 pounds per linear foot

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2. Over 13-feet and up to 18-feet wide: 6.625 inches OD pipe weighing 18.97 pounds per linear foot.
3. Over 18-feet: 8.625 inches OD pipe weighing 24.70 pounds per linear foot.
- b. Top and Bottom Rail: Furnish top and bottom rails, unless otherwise shown, of the following:
 1. 1.660 inch OD pipe weighing 1.35 pounds per linear foot.
 2. Furnish in manufacturer's longest lengths, with expansion type couplings, approximately 6-inches long, for each joint. Provide means for attaching the top rail securely to each gate, corner, pull, and end post.
 3. Furnish wire fasteners at 6-inches on center for top and bottom rail.
- c. Center Rails Between Line Posts: Furnish center rails between line posts where indicated, consisting of 1.660 inches OD pipe weighing 1.35 pounds per linear foot.
- d. Post Brace Assembly: Furnish bracing assemblies at end and gate posts at both sides of corner and pull posts, with the horizontal brace located at mid-height of the fabric.
 1. Use 1.660 inches OD pipe weighing 2.27 pounds per linear foot for horizontal brace and 3/8-inch diameter rod with turnbuckle for diagonal truss.
- e. Tension Wire: Furnish tension wire consisting of aluminized 7-gage coiled spring wire.
- f. Barbed Wire Supporting Arms: Furnish pressed steel, wrought iron, or malleable iron barbed wire supporting arms, complete with provisions for anchorage to posts attaching 3 rows of barbed wire to each arm. Barb arm shall be vinyl-coated as fence fabric. Supporting arms shall be integral with post top weather cap. Provide following type
 1. Vee-type with 2 arms, each at 45 degrees to vertical, one set for each post where shown
- g. Barbed Wire: 3 strand, 11-gage wire with 14-gage, 4-point aluminum barbs spaced not more than 5-inches on center, as follows:
 1. Galvanized, complying with ASTM A121, Class 3.
 2. Barbed wire coating shall be the same type as used in the fence fabric.
- h. Post Tops: Pressed steel, wrought iron, or malleable iron, designed as a weathertight closure cap, for tubular posts. Furnish 1 cap for each post unless equal protection is afforded by combination post top cap and barbed wire supporting arm, where barbed wire is required.
 1. Furnish caps with openings to permit through passage of the top rail.

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2. All fittings shall conform to ASTM F626.
- k. Stretcher Bars: 1 piece lengths equal to full height of fabric, with a minimum cross-section of 3/16 inches by 3/4 inches. Provide 1 stretcher bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into the post.
- l. Stretcher Bar Bands: Steel, galvanized, 0.078 to 0.108 inches thick depending on post diameter, spaced not over 15-inches on center to secure stretcher bars to end, corner, pull, and gate posts.
 1. Bands may also be used with special fittings for securing rails to end, corner, pull and gate posts.
- m. Vinyl Coating: All vinyl-coated pipe posts, rails, and pipe gate members shall be fabricated with schedule 40 galvanized pipes. The vinyl bonding process shall include a 4-stage washing/rinsing cycle, drying cycle, primer cycle, PVC coating application cycle and curing/cooling cycle.
- n. Feather-Lock Style Privacy Chain-Link Fence Inserts: Double wall self top locking decorative slat No runner shall be required. This slat shall be manufactured 2" shorter than the overall height of the fence. This slat color shall match fence. Warranty: The manufacturer provides a 25-year limited pro-rata warranty.

D-4.4 Swing gates

- a. Fabricate gate perimeter frames of tubular members. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories. Space so that frame members are not more than 8-feet apart. Fabricate as follows:
 1. Up to 6-feet high, or leaf width 8-feet or less: 1.660 inches OD pipe weighing 1.80 pounds per linear foot.
 2. Over 6-feet high, or leaf width exceeding 8-feet: 1.90 inches OD pipe weighing 2.72 pounds per linear foot.
- b. Assemble gate frames by welding or with special malleable or pressed steel fittings and rivets for rigid connections. Use same fabric as for fence. Install fabric with stretcher bars at vertical edges. Bars may also be used at top and bottom edges. Attach stretchers to gate frame at not more than 15-inches on center. Attach hardware with rivets or by other means, which will provide security against removal or breakage.
- c. Install diagonal cross-bracing consisting of 3/8-inch diameter adjustable length truss rods on gates where necessary to ensure frame rigidity without sag or twist.
 1. Where barbed wire is shown above gates, extend the end members of gate frames 1-foot 0-inches above the top member and prepare to receive 3 strands of wire. Provide necessary clips for securing

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wire to extensions.

- d. Gate Hardware: Furnish the following hardware and accessories for each gate.
1. Hinges: Pressed or forged steel or malleable iron to suit gate size, non-lift-off type, offset to permit 180 degrees gate opening. Provide 1-1/2 pair of hinges for each leaf over 6-foot nominal height.
 2. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
 3. Keeper: Provide keeper for all vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.
 4. Double Gates: Provide gate stops for double gates, consisting of mushroom type or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Include locking device and padlock eyes as an integral part of the latch, using 1 padlock for locking both gate leaves.

D-4.5 Chain-Link Cantilever Slide Gates

- a. Warranty: Provide manufacturer's standard limited warranty covering cantilever slide gate and truck assembly against failure resulting from normal use for a period of five (5) years from the date of acceptance of each cantilever slide gate. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.
- b. Manufacturer: Products from qualified manufacturers having a minimum of 5 years experience manufacturing internal roller cantilever slide gates will be acceptable by the engineer, if approved in writing, and if they meet all of the following design specifications, size gauge of metal parts and fabrication. Obtain chain-link fences and gates, including accessories, fittings, and fastenings, from a single source.
- c. Gate Frames: Fabricate chain-link slide gates in accordance with ASTM F 1184, Type II, Class 2, using 2-inch (50 mm) square aluminum members, ASTM B 221, alloy and temper 6063-T6, weighing 0.94 lb/ft (1.39 kg/m). Weld members together forming rigid one-piece frame integral with top track (no substitution). Frame members to be square, straight true to within (1 mm) over a 40' span in an unstressed state. Provide 2 truck assemblies for each gate leaf, except as indicated for gates larger than 30' (9144 mm). Frame sizes over 27' (8230 mm) in length shall be shipped in 2 parts and field spliced with special attachments provided by the manufacturer. Cantilever Slide Gate and accessories coating shall match PVC coating of chain-link fence.

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Gate Leaf SizesCantilever Support (Overhang)

6' (1829 mm) to 10' (3048 mm)
11' (3353 mm) to 14' (4267 mm)
15' (4572 mm) to 22' (6706 mm)

6'-6" (1981 mm)
7'-6" (2286 mm)
10'-0" (3048 mm)

For gate leaf size 23' (7010 mm) to 30' (9144 mm), weld an additional 2" (50 mm) square lateral support rail adjacent to top horizontal rail. Bottom rail shall consist of 2" X 4" (50 mm X 100 mm) aluminum member weighing 1.71 lb/ft (2.54 kg/m).

Gate Leaf SizesCantilever Support (Overhang)

23' (7010 mm) to 30' (9144 mm)

12'-0" (3657 mm)

For gate leaf sizes 31' (9449 mm) to 40' (12,192 mm), weld 2 top track/rails together forming a dual enclosed track. Provide 2 truck assemblies for each track for each gate leaf, total 4 truck assemblies. Bottom rail shall consist of 2" X 4" (50 mm X 100 mm) aluminum member weighing 1.71 lb/ft (2.54 kg/m).

Gate Leaf SizesCantilever Support (Overhang)

31' (9449 mm) to 35' (10,668 mm)
36' (10,972 mm) to 40' (12,192 mm)

13'-6" (4115 mm)
16'-0" (4876 mm)

For gate leaf sizes 41' (12,497 mm) to 50' (15,240 mm), fabricate 24" (610 mm) wide rigid box frame truss. Truss shall consist of dual side frames, constructed similar to standard single leaf gates, separated by square cross members and diagonal truss rod bridging. Dual side frames shall each contain top track/rail to provide support for truss from both sides. Provide 4 trucks for each track, total 8 for each gate leaf. Weld steel plate between top of support posts to maintain truck assemblies in alignment with tracks.

Gate Leaf SizesCantilever Support (Overhang)

41' (12,497 mm) to 50' (15,240 mm)

Custom Engineer by Manufacturer

- d. Bracing: Provide diagonal adjustable length truss rods of 3/8" (9.5 mm) galvanized steel and vinyl coated, in each panel of gate frames.

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- e. Top track/rail: Enclosed combination one-piece track and rail, aluminum extrusion with weight of 3.72 lb/ft (5.54 kg/m). Track to withstand reaction load of 2,000 lb (907.2 kg).
- f. Truck Assembly: Swivel type, zinc die cast, with 4 sealed lubricant ball bearing rollers, 2 inches (50 mm) in diameter by 9/16" (14 mm) in width, and 2 side rolling wheels to ensure truck alignment in track (no substitution). Mount trucks on post brackets using 7/8" (22 mm) diameter ball bolts with 1/2" (13 mm) shank. Truck assembly to withstand same reaction load as track, 2,000 lb (907.2 kg).
- g. Gate Hangers, Latches, Guide Assemblies, and Stops: Malleable iron or steel, galvanized after fabrication and vinyl coated to match fence. Provide positive latch with provisions for padlocking.
- h. Bottom Guide Wheel Assemblies: Each assembly shall consist of two, 3" (75 mm) diameter rubber wheels, straddling bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach one assembly to each guide post.
- i. Gate Posts:
 For gates under 31'-0" (9449mm): galvanized steel 4" (101.6mm) OD SCH 40 pipe, ASTM F 1083, weighing 9.1 lb/ft (13.6 kg/m). Provide 1 latch post and 2 support posts for single slide gates and 4 support posts for double slide gates.
 For gates 31'-0" (9449mm) or larger: 2 pairs of support posts for each leaf (dual) 4" (100mm) OD SCH 40 pipe), ASTM F 1083, weighing 9.1 lb/ft (13.6 kg/m) each. Posts connected by welding 6 inch X 3/8 inch (12.7 X 9.5 mm) plate between posts. Also one 4" (100mm) latch post.
 Finish to match fence.
- j. Setting materials: Concrete with a minimum 28-day compressive strength of 3,000 psi (20 MPa).
- k. Examination:
 - 1. Verify areas to receive fencing are completed to final grades and elevations.
 - 2. Verify areas to assure sufficient space to receive gate in open position (gate and overhang).
 - 3. Ensure property lines and legal boundaries of work are clearly established.
- l. Chain-Link Cantilever Slide Gate Framing Installation
 - 1. Install gateposts in accordance with manufacturer's instructions.
 - 2. Concrete set gateposts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimensions of post, and depths approximately 6" (152 mm) inches deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy

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lateral loads. Set post bottom 42" (1067mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

m. Gate Installation:

1. Install gates plumb, level, and secure for full opening without interference.
2. Attach hardware by means, which will prevent unauthorized approval.
3. Adjust hardware for smooth operation.

n. Cleaning

1. Clean up debris and unused material, and remove from the site to the satisfaction of the City.

o. Gate Operators

1. Obtain operators and gates, including accessories, fittings, and fastenings, from a single source.
2. Gate Operator shall be Master-Halco, Access Control, LaHabra, California (1-800-229-5615), Model 222 SS 1 HP, Hydraulic operator, Autogate or approved equal. All components of the manual override shall be securely enclosed and locked in a 10 gauge steel enclosure.
3. 1 HP – 230V – Single phase; UL 325; Limit switches readily adjustable with normal hand tools securely locked in place after adjustment – switch contacts rated 6A; spring-loaded friction feed type drive mechanism, consisting of two drive wheels, a manual toggle-style disconnect to instantly disengage the drive wheels for manual operation; gate speed – 1.2 ft/s; drive rail 6061-T6 aluminum, 3/16" thick.
4. Controls: Full system capability; inherent obstruction sensing; external obstruction sensing; obstruction sensing alarm; master/slave operation (required for double gates); gate movement warning; long distance control wiring; solenoid activated brake; safety loop connections; delay on reverse; on/off switch; limit switches; left hand/right hand selectable; automatic shut down; timer to close; emergency one button control station; power train disconnect.

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D-4.6 Miscellaneous Materials and Accessories

- a. Wire Ties: For tying fabric to line posts, use 9-gauge wire ties spaced 6-inches on center. For tying fabric to rails and braces, use 9-gauge wire ties spaced 6-inches on center. For tying fabric to tension wire, use 11-gauge hog rings spaced 6-inches on center. Finish of ties to match fabric finish.
 1. Manufacturer's standard procedure will be accepted if of equal strength and durability.
 2. If required, rivet bid item is based upon per linear foot in lieu of using wire ties.
- b. Concrete: Provide concrete consisting of Portland cement complying with ASTM C150, aggregates complying with ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength 2500 pounds per square inch, using at least 4 sacks of cement per cubic yard, 1-inch maximum size aggregate, maximum 3-inch slump, and 2 percent to 4 percent entrained air.

D-4.7 Execution

- a. Inspection. Contractor must examine the conditions under which the fence and gates are to be installed and notify the City in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the City.
- b. Preparation. Do not begin fence installation and erection before the final grading is completed, with finish elevations established.
- c. Installation
 1. Install framework, fabric, and accessories in accordance with ASTM F567.
 2. Excavation: Drill holes of diameters and spacings shown, for post footings in firm, undisturbed or compacted soil.
 - i. Unless otherwise indicated, excavate hole depths approximately 3-inches lower than the post bottom, with bottom of posts set not less than 36-inches below the surface when in firm, undisturbed soil. Spread soil from excavations uniformly adjacent to the fence line, or on adjacent areas of the site, as directed.
 - ii. When solid rock is encountered near the surface, drill into rock at least 12-inches for line posts and at least 18-inches for end, pull, corner, and gate posts. Drill hole at least one

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- (1) inch greater diameter than the largest dimension of the post to be placed. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed the minimum depths specified above.
3. Setting Posts: Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing in air entrained 4,000 psi concrete.
 - i. Center and align posts in holes 3-inches above bottom of excavation.
 - ii. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations. If fence misalignments occur, such discrepancies should be brought to the attention of the City.
 - iii. Trowel finish tops of footings for gate posts to the underside of bottom hinge. Set keeps, stops, sleeves and other accessories into concrete as required.
 - iv. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
 - v. Grout posts set in sleeved holes, concrete constructions, or rock with grout as approved by the City.
 4. Concrete Strength: Allow concrete to attain at least 75 percent of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, barbed wires, or fabric are installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength.
 5. Top and Bottom Rails: Run all rail continuously through post caps or extension arms, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
 6. Center Rails: Provide center rails where indicated by the City or as required for proper installation. Install in one (1) piece between posts and flush with post on fabric side, using special offset fittings where necessary.
 7. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
 8. Tension Wire: Install tension wires by weaving through the fabric and tying each post with not less than 6-gage galvanized wire, or by securing the wire to the fabric.

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9. Fabric: Leave approximately 2-inches between finish grade and bottom selvage, except where bottom of fabric extends into concrete. Pull fabric taut and tie posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
10. Repair coatings damaged in the shop or during field erection by recoating with manufacturer's recommended repair compound, applied per manufacturer's direction. Repair damage to existing fence from cutting as well.
11. Stretcher Bars: Thread through or clamp to fabric 4-inches on center, and secure to posts with metal bands spaced 15-inches on together forming a dual enclosed track. Provide 2 truck assemblies for each track for each gate leaf, total 4 truck assemblies. Bottom rail shall consist of 2" x 4" (50 mm x 100 mm) aluminum member weighing 1.71 lb./ft (2.54 kg/m).

Gate Leaf Sizes

Cantilever Support (overhang)

25 ft (7620 mm) to 30 ft ((9144 mm)

12'-0" (3658 mm)

31 ft (9449 mm) to 32 ft (9754 mm)

13'-6" (4115 mm)

For gate leaf sizes 33' (10,058 mm) to 40' (12,192 mm), fabricate 24" (610 mm) wide rigid box frame truss. Truss shall consist of dual side frames, constructed similar to standard single leaf gates, separated by square cross member and diagonal truss rod bridging. Dual side frames each contain top track/rail to provide support for truss from both sides. Provide 4 trucks for each track total 8 for each gate leaf. Weld steel plate between top of support posts to maintain truck assemblies in alignment with tracks.

Gate Leaf Sizes

Cantilever Support (overhang)

33 ft (10,058 mm) to 35 ft (10668 mm)

13'-6" (4115 mm)

36 ft (10,973 mm) to 40 ft (12,192 mm)

16'-0" (4877 mm)

Gate Leaf Sizes

Cantilever Support (overhang)

41 ft (12,497 mm) to 50 ft (15,240 mm)
manufacturer

Custom engineered by

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- b. Ornamental picket Infill: "U" channel rails formed aluminum, 1-3/8" (35 mm) wide x 1-1/2" (38 mm) deep, 11 gauge [0.120" (3.05 mm)] wall thickness. Punch rails to receive pickets, and welded inside gate frame. Pickets, galvanized steel, [1" (25 mm)] square tube [of gauge, spacing, and with accessories to match fence]. Attach pickets to "U" rails by 1/4" (6 mm) industrial drive rivets # MIW 381080691.
- c. Bracing: Provide diagonal adjustable length truss rods, of 3/8" (9.5 mm) galvanized steel, in each panel of gate frames.
- d. Top track/rail: Enclosed, combination one-piece track and rail, aluminum extrusion with weight of 3.72 lb./ft (5.54 kg/m). Track to withstand reaction load of 2,000 lb. (907 kg).
- e. Truck assembly: Swivel type, zinc die cast, with 4 sealed lubricant ballbearing rollers 2" (50 mm) in diameter by 9/16" (14 mm) in width, and 2 side rolling wheels to ensure truck alignment in track. (no substitution) Mount trucks on post brackets using 7/8" (22 mm) diameter ball bolts with 1/2" (13 mm) shank.. Design truck assembly to withstand same reaction load as track.
- f. Gate hangers, latches, brackets, guide assemblies, and stops: Malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.
- g. Bottom guide wheel assemblies: Each assembly shall consist of two 3" (75 mm) diameter rubber wheels, straddling bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach one assembly to each guide post.
- h. Gates posts: Galvanized steel [4" (100 mm) square, weighing 9.59 lb./ft (14.27 kg/m)]. Provide 1 latch post and 2 support posts for single slide gates and 4 support posts for double slide gates.
- i. Accessories: Preassemble panels with ornamental accessories attached with industrial drive rivets to prevent removal and vandalism.
- j. Finish: After components have been galvanized (inside and out) to provide maximum corrosion resistance, clean and pretreat with phosphate to form amorphous structure on galvanized surface for superior powder coating adhesion. Give phosphate coated surface a thorough water rinse to prepare surface for seal rinse. Seal rinse with non-chromated solution to improve corrosion resistance and adhesion of finish coat. Bake metal dry, prior to application of powder coating. Apply 2.5 mil (0.0635 mm) thickness of polyester resin based powder coating by electrostatic spray process. Bake finish for 20 minutes (1.2 Ks) at 450°F. (232°C.), metal temperature. Choose color - [Black]

D-5.7 Operators

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a. Base and Enclosure: The operator stand shall be 3" posts embedded in concrete or optional pedestal mount stand constructed of 5" welded channel. Units shall be enclosed with a weatherproof cover with welded seams: covers shall be powder coated. Material shall be 16 gauge galvanized steel with rail deflective embossments that will not allow cover to collect water. Operator cover shall have factory attached warning/ caution signs. Housing shall completely protect the operator and disconnect mechanism. Housing shall be large enough for any additional apparatus such as vehicle detectors or timers.

b. Mechanical: The unit shall utilize gear head drive motor. Gears shall consist of a hardened steel machine cut worm and mating bronze gear running in oil bath. A#5100 specialty oil with a pour point of -60 degrees will be used to eliminate the need for heaters in extremely cold areas. Mechanical overload protection shall be provided within worm gear motor speed reduction and shall be fully adjustable providing a full range of slippage. Internal multi-disc clutch shall be in constant oil bath preventing replacement of clutch pads. Clutching systems not within the gearbox unit shall not be used. Operator shall have a manual disconnect in case of power failure.

An internal time delay shall be furnished to protect clutch burnout should the gate be obstructed.

After 90 seconds of running, in any direction, timer shall turn motor off. A non-electrical self-adjusting mechanical brake shall be provided. Braking system shall positively stop the gate and prevent coasting. Solenoid braking system shall not be used.

Drive chain and sprockets shall be minimum #41.

c. ELECTRICAL: Motor shall be minimum of 3/4 Horsepower high starting torque continuous duty motor with double shielding ball bearing. Motor shall be suitable for operation on 460 Volt, 3 phase 60 Hz power. Starter shall be contactor type magnetic reversing with electrical and mechanical interlocks. Single-phase motor shall be externally protected against overload and under voltage in the start and run winding. Three-phase motor has external overload protection. Control circuit shall be 24 VAC. Operator shall be pre wired to accept all options including radio control, timer to close, vehicle detectors, keypads, key switches and key card readers. Operator shall be equipped with control circuit kill switch.

When in manual operation, control circuit power is terminated, preventing accidental electrical operation. Gate operator shall be controlled by a Tectonics control board with self-diagnostic capabilities. Printed circuit board shall contain color coded terminal wiring for rapid wiring identification. Fully

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insulated female quick slide and block spades shall be furnished providing improved conductivity and flash over protection.

Operator shall have override circuit that provides complete control of the gate (from external controls) while closing. Provide remote control stations to allow operation of the gate from a remote location.

Early Alert Audible Signal- Operator shall have early alert audible signal, which continues until gate comes to a complete stop.

Warning Kit-Warning kit shall provide: 36 yards of yellow/black caution tape meeting OSHA specifications, two internationally recognized "Danger Do Not Touch" and four yellow/black caution and warning signs.

All low voltage shall terminate on a clearly labeled terminal strip and shall be color-coded to match color-coded wiring diagram. Limit switches shall be rotary type that are readily adjustable and securely locked in place after adjustment, with no tools required.

D-5.8 Anchor Bolts

Furnish anchor bolts and nuts of ample size and strength for the purpose intended, sized by the equipment manufacturer. Provide hooked anchor bolts for direct embedment during placement of concrete. Anchor bolt materials shall be of TYPE 304 stainless steel and shall conform to the requirements of Section 05051, Anchor Systems.

D-5.9 Lubricants

- a. Furnish all oil and grease as required for initial operation in addition to a full year supply. Use products recommended by the manufacturer.

D-5.10 Ornamental picket gate framing installation:

- a. Install gate post in accordance with manufacturers instructions.
- b. Concrete set gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts.
 1. Gate posts and hardware: Set keepers, stops, sleeves and other accessories into concrete. Check each post for vertical and top

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alignment, and maintain in position during placement and finishing operations.

D-5.11 Gate installation:

- a. Install gates plumb, level, and secure for full opening without interference.
- b. Attach hardware by means, which will prevent unauthorized removal.
- c. Adjust hardware for smooth operation.
- d. Install in a manner and to the tolerances recommended by the equipment manufacturer.
- e. Brace guides and frames during placement of concrete.
- f. Set anchor bolts in accordance with approved manufacturer's drawings.
- g. Provide minimum of one inch of non-shrink grout below all floorstands.

D-5.12 Swing gates

- a. Gate Frames: Fabricate ornamental picket swing gate using galvanized steel members, ASTM A78, structural quality steel, 45,000 psi tensile strength, with galvanized G90 coating. Frame members welded using stainless steel welded to form rigid one-piece unit. Minimum size vertical uprights, 2" square 13 gauge wall thickness.
- b. Ornamental picket infill: "U" channel rails, formed from hot rolled, structural steel, 1-3/8" wide x 1-1/2" deep, 11 gauge wall thickness. Punch rails to receive pickets, and weld inside gate frame. Pickets, galvanized steel, square tube of gauge, spacing, and with accessories to match fence. Attach pickets to "U" rails by 1/4" industrial drive rivets, size #4.
- c. Bracing Provide diagonal adjustable length truss rods on gates to prevent sag.
- d. Hardware Materials: Galvanized steel or malleable iron shapes to suit gate size.
- e. Hinges: Structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180°.
- f. Latch: Capable of retaining gate in closed position and have provision for padlock.
- g. Keeper: Provide keeper for each gate leaf over 5' wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position.
- h. Gate Posts: Square members, ASTM A787, structural quality steel 45,000 psi tensile strength, with galvanized G90 coating; size 6" square.
- i. Polyester Powder Coat Finish: After components have been galvanized to provide maximum corrosion resistance, pre-treat, clean, and prepare

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galvanized surface to assure complete adhesion of finish coat. Apply 2.5 mil thickness of polyester resin based powder coating by electrostatic spray process. Bake finish for 20 minutes at 450°F, metal temperature. Color to match ornamental picket fence.

D-5.13 Miscellaneous Materials and Accessories

- a. Concrete: Provide concrete consisting of Portland cement complying with ASTM C 150, aggregates complying with ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength 3000 pounds per square inch, using at least 4 sacks of cement per cubic yard, 1-inch maximum size aggregate, maximum 3-inch slump, and 2 percent to 4 percent entrained air.
- b. Assembled panels with ornamental accessories attached using industrial drive rivets to prevent removal and vandalism.
- c. Rail Attachment Brackets: die cast of zinc (ZAMAK #3 Alloy) per ASTM B86-83Z 33521. Ball and socket design capable of 30° swivel (up/down-left/right). Bracket to fully encapsulate rail end for complete security.
- d. Industrial Drive Rivets: Rivets shall be of sufficient length to attach items in a secure non-rattling position. Rivet to have a minimum of 1100 lbs holding power and a shear strength of 1500 lbs.
- e. Ornamental Picket Fence Accessories: Provide indicated items required to complete fence system. Galvanize each ferrous metal item in accordance with ASTM B695 and finish to match framing.
- f. Post Caps: Formed steel, cast of malleable iron or aluminum alloy, weathertight closure cap. Provide one BENT PICKET style post cap for each post.
- g. Rings: Cast aluminum. Attach ring to top rail by inserting mounting blocks into top rail and riveting through side of rail using ¼" industrial drive rivet. Hold bottom of ring in place by dowel that protrudes from ring through predrilled hole in bottom rail.
- h. Picket Tops shall be Pressed Steel Point style.

D-5.14 Execution

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- a. Inspection. Contractor and his installer must examine the conditions under which the fence and gates are to be installed and notify the City Representative in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the City Representative.
- b. Preparation. Do not begin fence installation and erection before the final grading is completed, with finish elevations established.
- c. Installation.
 1. Install fence and gates in accordance with manufacturer's instructions.
 2. Space posts uniformly at 7'8-3/4" maximum face to face unless otherwise indicated.
 3. Excavation: Drill holes of diameters and spacings shown, for post footings in firm, undisturbed or compacted soil.
 - i. Unless otherwise indicated, excavate hole depths approximately 3 inches lower than the post bottom, with bottom of posts set not less than 36 inches below the surface when in firm, undisturbed soil. Spread soil from excavations uniformly adjacent to the fence line, or on adjacent areas of the site, as directed.
 - ii. When solid rock is encountered near the surface, drill into rock at least 12 inches for line posts and at least 18 inches for end, pull, corner, and gate posts. Drill hole at least 1-inch greater diameter than the largest dimension of the post to be placed. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed the minimum depths specified above.
 4. Setting Posts: Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete.
 - i. Center and align posts in holes 3 inches above bottom of excavation.
 - ii. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - iii. Trowel finish tops of footings, and slope or dome to direct water away from posts. Extend footings for gate posts to the underside of bottom hinge. Set keeps, stops, sleeves and other accessories into concrete as required.

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- iv. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
 - v. Grout posts set in sleeved holes, concrete constructions, or rock with grout, as specified in Section 03600, Grout.
 - 5. Surface mount (wall mount) posts with mounting plates where indicated. Fasten with lag bolts and shields.
 - 6. Check each post for vertical and top alignment, and maintain in position during placement and finishing operation.
 - 7. Align fence panels between posts. Firmly attach rail brackets to posts with ¼" bolt and lock nut, ensuring panels and posts remain plumb.
 - 8. Gate posts and hardware: Set keepers, stops, sleeves into concrete. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
 - 9. Gate Installation:
 - i. Install gates plumb, level and secure for full opening without interference.
 - ii. Attach hardware by means which will prevent unauthorized removal.
 - iii. Adjust hardware for smooth operation.
 - 10. Concrete Strength: Allow concrete to attain at least 75 percent of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, barbed wire, or fabric is installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength.
- d. Repair/Restoration. Repair or replace any broken or bent components as directed by the City.
 - e. Adjustment and cleaning
 - 1. Cleaning shall be performed to the satisfaction of the City.
 - 2. Adjust all fencing and gates and leave in good working condition.
 - f. Protection. Protect gates and fencing from construction traffic until acceptance of the Work.

D-6 Anti-Climb High Security Fence System

**WELDED WIRE MESH FENCE SYSTEM
SINGLE FABRIC ½" x 3" x 10.5 GAUGE PVC COATED, STANDARD PANEL
WIDTHS 7' 3" FOR STANDARD 7' ON CENTERS**

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D-6.1 Scope

- a. This specification covers fencing materials for a complete galvanized coated welded wire mesh fence system and gates, including accessories and installation.

D-6.2 Reference ASTM Documents:

- a. A 307 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile (414 MPa.).
- b. A 853 - Standard Specification for Steel Wire, Carbon, For General Use
- c. C 94 - Ready-Mix Concrete.
- d. F 567 - Standard Practice for Installation of Chain Link Fence.
- e. F 626 - Specification for Fence Fittings
- f. F 900 - Specification For Industrial And Commercial Swing Gates.
- g. F 1043 - Specification For Strength And Protective Coatings On Metal Industrial Chain Link Fence Framework.
- h. F1916 - Standard Specifications for Selecting Chain Link Barrier Systems with Coated Chain Link Fence Fabric and Round Posts for Detention Applications. (For grounding, reference only)

D-6.3 Material

- a. Strength requirements for posts shall conform to ASTM F 1043. The product of the yield strength and section modulus shall not be less than that for pipe conforming to ASTM F 1083.
- b. Products shall be new from recognized, reputable manufacturers. The manufacturers shall have a minimum of 2 years experience. Used, re-rolled or re-galvanized material is not acceptable.
- c. Welded Wire Fabric shall be fabricated from low carbon steel wire and electronically control welded, forming a specified mesh size.
 1. Manufacturers:
 - i. Riverdale Mills Corp., Northbridge, MA., Tel: 1-800-762-6374
 - ii. Engineer Approved Equal
- d. The wire shall conform to ASTM A 853 Grade AISI 1006, having a

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minimum tensile strength of 70,000 PSI (485 MPa.) After welding the fabric is hot-dipped, galvanized with a minimum 1.2 oz zinc/ft² followed by a 10 mil (0.25 mm) minimum PVC coating.

1. PVC coating shall be thermally fused and adhered to a primer, which is thermally cured onto the galvanized steel core wire.
2. PVC coating shall be applied in a continuous process.

Note: Welded mesh is measured wire center to wire center, whereas, chain link mesh openings are measured inside to inside of the diagonal wires with 1/8" (3 mm) tolerance. I.e. Welded mesh wires located 2¼ inches oc (57 mm) and compared to 2 inch (51 mm) chain link have the same mesh openings.

- e. Fabric Heights:
 1. Perimeter Fences typically 8-16 feet or as required single panel construction ½" x 3" X 10.5 gauge. (12.7 mm x 76 mm x 3.25 mm) panel size 7'-3" wide x required height (2.21m).
 2. If required, buried fabric separate piece ½" x 3" x 10.5 gage (12.7 mm x 76mm x 3.25mm) panel size 7' - 3" x 2' high (2.21m x 0.61m)
- f. Framework: Framework strength and coating shall be in accordance with ASTM F 1043.
 1. Grade A Pipe, hot-dipped galvanized Schedule 40 pipe conforming to ASTM F 1043 Group 1A.
 2. Grade B Pipe, Manufactured by cold rolling and radial frequency welding, the steel shall conform to ASTM F 1043 Group IC with a minimum yield strength of 50,000 PSI. (344.0 MPa.). Exterior and Interior coatings shall be in accordance with ASTM F 1043.
 3. "C" post, manufactured by cold forming shall conform to ASTM F 1043 Group II with minimum yield strength of 60, 000 PSI. (413.7MPa) "C" post size 3¼ "x 2½" x .130 wall. (83 mm x 64 mm x 3.3 mm)
 4. Wind loads: Post shall withstand 70 M.P.H. minimum wind load.
 5. Manufacturers:
 - a. Gregory Galvanizing, Canton, OH. Tel: 330-477-4800
 6. Post Sizes, determined in accordance with previous approved practices Line, terminal and gate post shall not be less than 95% of the

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nominal weight conforming to (ASTM F 1043 Group 1A, 1C, and 11.)

- a. "C" Post 3¼" x 2½x 0.160 wall are acceptable
"C" line post with flat attaching bars used to secure welded mesh to post. "C" post brackets spaced 15" o.c. also acceptable for attaching welded mesh to "C" line post. 4" diameter tubular post shall be used as terminal post, exceptions may apply to gate post. (See Section 3.1-K)
7. Rail Size:
 - b. 1-5/8" diameter rails located at the top and bottom of the fence.
 - c. "C" rails 1.625 x 1.25 x 0.80" wall are acceptable for top and bottom rail locations.
 - d. Secure welded mesh to rails with 9 gauge tie wires (Section 2.1G 5,6, and 7)
- g. Fittings and Accessories
 1. Post Tops: Pressed steel or malleable iron, designed as a weather tight enclosure for tubular post. Weather tight enclosures not required for "C" post. Provide one cap for each exposed tubular post end, unless equal protection is afforded by combining post top and barbed wire supporting arm if used. Post caps not required for "C" post.
 2. Preformed Power Twisted Ties: Fabric attachment to rails, 9 gauge ties for fabric sizes 10.5 gauge and larger. Ties shall be aluminized with a minimum coating of 0.40 oz. aluminum/ft² or galvanized.
 3. Tie Spacing for top rails are at intervals not exceeding 24", bottom rail tie spacing intervals not to exceed 12".
 4. Line Post and Terminal Post Brackets: Spacing for line and terminal posts are at intervals not exceeding 15" See drawing for bracket locations.

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D-6.4 Execution

- a. Installation of the Framework Components shall be in accordance with ASTM F 567 when applicable and as specified herein. Larger corner posts not required for welded mesh installations.
- b. Installation of Welded Wire Fabric components: follow the manufacturer's recommendations.
 1. Tolerance: Top to bottom of panel one inch post to panel misalignment tolerance. This tolerance covers those areas where minor grade change can be accommodated; panels are out of square, occasional workmen's oversight and post out of plumb.
- c. Site Preparation: Prior to the installation, all necessary grading and cleaning on both sides of fence shall be performed by the General Contractor or others responsible for site grading.
 1. Grading shall be done in such a manner as to provide a straight flat and level surface, Soil or stone fill shall be thoroughly compacted.
 2. All excavation shall be coordinated with respect to electrical and mechanical component installations. All existing utilities shall be located prior to starting excavation.
 3. Erect the fencing in straight lines between angle points. Erect framework in accordance with ASTM F 567 and as approved by shop drawings. All fencing shall be grounded as shown on the drawing and as specified herein. (3.1 M).

Note: Grounding in section (3.1 M) shall be completed by electrical contractor.
- d. Minimum Post Hole Diameters for 2.375" (60 mm) are 10.0" (254 mm), 2.875" (73 mm) are 12.0" (305 mm), 4.0" (102 mm) are 16" (406 mm), 6.625" (168 mm) are 24.0" (610 mm), and 8.625" (219 mm) are 32.0" (813 mm) (Table 1 for Post Hole Depth.).

Post Hole Depth Table 1

Exposed Of Fabric	Height	Line Post	Corner/End Post	Pull Setting Depth
6 1.8 m	ft.	2.375 60 mm	2.375 60 mm	30 762 mm
7 2.1 m	ft.	2.375 60 mm	2.375 60 mm	33 838 mm
8 2.4 m	ft.	2.375 60 mm	2.375 60 mm	36 914 mm

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9	ft.	2.875	2.875	39
2.7 m		73 mm	73 mm	990 mm
10	ft.	2.875	2.875	42
3 m		73 mm	73 mm	1066 mm
11	ft.	2.875	2.875	45
3.4 m		73 mm	73 mm	1143 mm
12	ft.	2.875	2.875	48
3.7 m		73 mm	73 mm	1219 mm
13	ft.	2.875	2.875	51
4 m		73 mm	73 mm	1295 mm
14	ft.	4.0	4.0	54
4.3 m		102 mm	102 mm	1372 mm
15	ft.	4.0	4.0	57
4.6 m		102 mm	102 mm	1447 mm
16	ft.	4.0	4.0	60
4.9 m		102 mm	102 mm	1524 mm

Note: Posts depths shall be a minimum of 24", (610 mm) plus 3" (76 mm) for each 1 - Ft. (.305 m) increase in the fence height over 4 ft. (1.2 m) (ASTM A 567)

- e. Post Holes in Solid Rock or Concrete: Drill holes into solid rock or concrete 1/2" (13 mm) wider than pipe diameter, and 18" (457 mm) deep for end, corner and gate posts and 12" (305 mm) deep for line post.

Half-fill the void with non-shrinkable grout and force the post to the bottom of the hole, leaving no voids. Crown the grout to shed water. The use of sleeves in new concrete is recommended.

- f. Concrete Mix: Shall be in accordance with ASTM C 94 with maximum 3/4" (19 mm) aggregate, and having a minimum compression strength of 3000 PSI (20.69 MPa.) at 28 days. Concrete shall be thoroughly worked into the post holes leaving no voids.
- g. Allow concrete to cure a minimum of (7 days) before installing fence fabric or fittings. The top surface of the post footing shall have a crown water shed finish.
- h. Post Spacing: Space post equal distance in the fence line to a maximum of 81' on center (2.4 m). No terminal posts larger than line post required, except for gate post; welded mesh requires no stretching.
- i. Ground Cover: After the filter fabric is installed cover zone between fences with a 5" (127 mm) depth of crushed stone, 1" (25.4 mm) - 1½" (38 mm) #2 aggregate. The filter fabric and stone should extend

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- 6" (152 mm) beyond the exterior fence and up to the interior fence.
- j. Rails: Install rails as called for on the drawings and in these Specifications. All rails shall be installed on the side of the fence which is being protected to provide the least access for climbing. No corner bracing required for welded wire fabric installations
1. Top rails, with the use of 7" (178 mm) sleeve, shall run continuously through the top caps or extension arms. Bottom rails shall be connected to the line and terminal post using boulevards or bands and rail ends. Attachment bolts for bands shall be 5/16" (7.9 mm) x 1 1/2" (38 mm) carriage bolts with nuts.
 2. Boulevard bolts shall be 3/8" (10 mm) minimum in diameter. Bottom rails locations shall correspond with this specification and drawings.
 3. Two way brace bands and rail ends may be used in place of boulevards.
- K. Welded Wire Fabric General: Welded wire panels are fabricated to correspond with the widths and heights specified. Welded mesh panels are attached with a combination of brackets and tie wire in accordance with the drawing. Option (1) Continuous flat bar drilled 12" (305 mm) o.c. running top to bottom of exposed fabric. Option 2 Preformed 1" (25.4 mm) x 10 gage (3.4 mm) thick two piece brackets, zinc coated are secured to the line post with 5/16" (7.9 mm) carriage bolts. Terminal post connections are comprised of tension bands. Band spacing shall not exceed 15" (381 mm) for terminal post. See corner connection detail for securing tension bands. Continuous punched "C" post and flat bar method preferred over round post.
- M. Grounding to the Earth: Grounding and bonding of the perimeter systems shall be in accordance with the N.E.C. (National Electric Code), N.E.S.C. (National Electric Safety Code) ASTM F 1916 and as specified herein.
1. Fences crossing power lines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet (46 m) on each side of crossing. Where electronic detection is an integral part of the fence, grounding electrodes shall be installed at 200' (61 m) intervals along the fence line (For additional information consult with the electronic system manufacturer.)
 2. The grounding electrodes shall be a minimum 3/4" (19 mm) diameter x 10' (3 m) long copper clad rod, driven into the

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earth until the top is 12 in (305 mm) below grade. Attach a No. 2 AWG bare stranded copper conductor by exothermically welding to the ground rods and extend underground in the immediate vicinity of the fence post. Secure the grounding conductor to the post with 5/16" (7.9 mm) self-tapping galvanized or stainless steel bolts and approved copper compression terminal ends or clamps.

3. After grounding connections have been completed, perform a ground resistance test in the presence of the Owner's Representative. The ground resistance shall not exceed 25 OHMS under normal dry conditions. Where resistance requirements cannot be attained, install additional rods no closer than 6'. (1.8 m) on center. Install no more than two additional rods at each location.

D-6.5 Cleaning

- a. Cleanup shall be completed to the satisfaction of the City.

D-6.6 Repair/Restoration

- a. Repair or replace any broken or bent components as directed by the City.

D-7 Concrete Noise Barrier/Screen Wall Fencing

D-7.1 Scope

- a. This specification covers fencing materials for a complete 10-foot high concrete noise barrier/screen wall system, including accessories and installation.

D-7.2 Reference ASTM Documents:

- a. National Building Code.

D-7.3 Materials

- a. Design wind load = 0.92 kPa (20.0 PSF).
- b. Minimum concrete strength at 28 days for: panels, posts, and beams = 28 MPa (4000 psi); foundations (post embedment) = 20 MPa (3000 psi)
- c. Concrete in panels and posts to incorporate a 5% microsilica additive if dry, or 10% if slurry, to be 970 S as manufactured by Elkem, Inc.,

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Alloy WV and distributed by Construction Concrete Supply or approved equal.

- d. All reinforcing steel to be epoxy coated deformed bars to C.S.A. G30.12, Grade 400 with minimum yield strength of 400 MPa (58 ksi), or conforming with ASTM A615, Grade 60, unless otherwise noted.
- e. The size and depth of foundations (post embedment) should be designed by a Professional Engineer certified in the State of Ohio.
- f. City to specify color and finish at time of work order.

D-7.4 Manufacturers

- a. Faddis Concrete Products, Hensian Series, 10 feet elevation.
- b. City approved equal.

D-7.5 Installation

- a. Installation shall be as approve by an engineer certified in the State of Ohio, and following manufacturer's recommendations.

D-8 Guard Rails

D-8.1 Guard rail shall meet all of the current materials and installation specifications of the Ohio Department of Transportation for Type IV Deep Beam guard rail with W6x9 galvanized steel posts (set in 12" x 44" deep concrete foundations) and standard flared end sections

D-8.2 Deep beam rail end sections and fastenings shall meet AASHTO M180, Class A, Type 2

D-8.3 Galvanized steel post shall conform to ASTM A36, galvanized in accordance with ASTM A123, set as 12'-6" centers.

D-8.4 Payment shall be made for installed and accepted Type IV guard rail, including all work, labor, tools, materials and incidentals.

D-8.4.1 Per linear foot for deep beam rail, measured center of end post to center of end post.

D-8.4.2 Per each for standard flared end sections and W6x9 galvanized steel posts (with concrete foundations).

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D-10 Black Vinyl Windscreen

D-9.1 Windscreen Material

Black vinyl windscreen material shall be 5.9 ounce per square yard in accordance with ASTM D-3776, with an air porosity of 90 cfm per ASTM D-737. Horizontal and vertical thread construction 30x13.

D-9.1.1 Yarn shall have a tensile strength (grab method) warp of 235 lbs. And fill 210 lbs per ASTM D-1682, with 95% shade-43419.

D-9.1.2 The elongation (grab method) shall have a warp of 16% and fill 14% in accordance with ASTM D-1682.

D-9.1.3 The black vinyl windscreen shall be provided in accordance with the following table;

	<u>Strength</u>	<u>Per</u>
Tear	Warp 130lbs., fill 80%	ASTM D-3261
Puncture	140 lbs.	ASTM C-3787
Burst	465 lbs./sq. in.	ASTM D-3786

D-10 Vertical Pivot Lift Gates

This work consists of all labor, materials and incidentals necessary to maintain, repair, furnish and/or install Vertical Pivot Lift (VPL-24) type gate systems.

Each VPL access gate system shall include the following features as a minimum:

D-10.1 The automatic security gate and operator system to be furnished shall be new and unused, of modern design and of the manufacturer's latest current ***UL-325 compliant*** production model. In general, unless otherwise specifically indicated, all requirements specified herein are minimum. However, variations of such minimums shall not be such as to create an unbalanced relation between or within the component parts of the equipment.

D-10.2 Adequate and conveniently located service facilities are important and may be considered in determining which is the lowest responsive and responsible bidder. The Contractor shall provide all warranties.

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D-10.3 DPU Divisions may reject or require the replacement of any equipment or any part thereof which fails to conform to the requirements of the specifications or any of the other contract documents.

D-10.4 The automatic security gate and operator to be furnished shall be a commercial, continuous duty unit, utilizing a 24-volt DC system that operates on a spring counter balance vertical pivot lift principle. There are NO hydraulics used in this unit.

D-10.5 Two 12-volt batteries shall be charged by the main operator circuit board, with a 120v AC main power supply (Marine).

D-10.6 The battery shall be enclosed in a vented enclosure.

D-10.7 The operator enclosure shall be constructed with an 11 ga. Tubular steel frame, 18 ga. Galvaneal outer skin, with the operator mounting pads and fasteners to be 3/8" - 304 Stainless Steel.

D-10.8 Gate system keys and switches shall be provided as follows:

- a. Cabinet Door, Chicago No. 2382
- b. Pushbutton Control Switch
- c. One Main DC Power Switch
- d. One Main AC Power Switch

D-10.9 All electrical controls shall be enclosed in a Nema 4X corrosion-resistant JIC box provided with a continuous hinged cover.

D-10.10

All exposed control wiring shall be contained in flexible, seal-tight conduit or enclosed in the operator cabinet.

D-10.11

The maximum operator size shall be 68" L x 51" H x 30" W.

D-10.12

The selection of paint color will be made at the time of the approval of the quotation, before the work begins, from the manufacturer's standard colors.

D-10.13

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The system shall provide for a Duty Cycle of not less than 1,000 cycles per day, with an open or close cycle time of 10 to 12 seconds.

D-10.14

A 1/3 HP, 24v DC gear motor with ball bearings, hardened steel metal gears and replaceable brushes shall be provided.

D-10.15

The gate operator shall have a Dual Drive Belt System. The main operator bullwheel and shaft shall be designed so that proper alignment with the drive sheave is maintained to prevent drive belts from slipping. The main operator bullwheel shall be supported with flanged sealed self-aligning bearings allowing belt replacement without loosening bearings.

D-10.16

The electronic board will have a 2-second electronic safety reverse feature and adjustable time delay closure from 0 to 35 seconds.

D-10.17

All safety control recommended components include:

- a. One (1) Reversing Loop Amplifier
- b. One (1) IFR (Infra-Red Reversing Beam)
- c. Two (2) 6' x 10' Preformed Loops with 50' Lead-In.

D-10.18

Access Controls to be determined and must be compatible with gate operator.

D-10.19

Emergency Entry to be determined by local Authorities and advised.

D-10.20

The manufacturer shall provide a three (3) year warranty from the date of acceptance. This warranty shall include the repair or replacement of all manufactured components proved to be defective by the manufacturer and include all component manufacturers' warranties on any purchased equipment.

D-11 Site Restoration

D-11.1 The Contractor shall restore the site(s) of their work, storage and access areas to an acceptable condition (compatible with adjacent areas) as an integral part of

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their work including all existing ground preparation, fertilizing and reseeding, prior to the acceptance, approval and payment for the ordered work.

D-11.2 All costs associated with restoring the site including all labor, materials, tools, equipment and incidentals, shall be included in the unit prices bid for the various items included in this contract.

No separate payment shall be made for site restoration.

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.

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-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 CWD;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
 - Date that work was performed / material delivered,
 - Location for each item of service performed / material delivered,
 - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
 - Quantity of items being invoiced under each Line Item,
 - Unit Cost of each Line Item,
 - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-1922166. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

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

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

B-22 EQUAL OPPORTUNITY.

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

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

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

B-23 DURATION OF CONTRACT.

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

B-24 REDUCTION IN PRICES.

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

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

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

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

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

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

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

B-26 LAWS, PERMITS, AND REGULATIONS

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

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

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

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

B-28 INDEMNITY

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

B-29 WARRANTY

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

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

B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

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

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

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

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

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

Rev 082312 jeh
Rev 1226/13rn

SUPPLEMENTAL
NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By: _____

Title: _____

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

Prevailing Wage Notification

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

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

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

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

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

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

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

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

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

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

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

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

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

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

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

Jeh120709



Department
of Commerce

Division of Industrial Compliance

PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

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

As of September 29, 2013:

“New” construction threshold level has been adjusted to :

- The previous threshold for this type of construction was \$200,000 from September 29, 2012 through September 28, 2013

\$250,000

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level has been adjusted to:

- The previous threshold for this type of reconstruction was \$60,000 from September 29, 2012 through September 28, 2013

\$75,000

As of January 1, 2014:

“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:

\$84,314

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:

\$25,261

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

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director
Office of Equal Opportunity



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

The Subcontractor Participation Goals for this contract are:

20% CSB Participation

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

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Oppportunity>

Click on [CSB/MBE/FBE Registry](#).

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."

**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

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

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/>.

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>

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/>.

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 shares 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.

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.

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>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/oeo>.

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

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

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

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
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

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?



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

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

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

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

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

Project Name:	
Bidder/Proposer Name:	

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



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

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.

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

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.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	