



City of Cleveland

Frank G. Jackson, Mayor

Department of Public Utilities
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com



April 24, 2015

Dear Invited Proposer:

The City of Cleveland (City), Division of Water (CWD), through its Director of Public Utilities, is soliciting proposals from qualified A/E firms interested in providing professional services for developing a capital improvements plan for the secondary sites in its distribution system (booster pump stations, tanks and towers).

The consultant is expected to inspect the facilities and prepare a detailed condition assessment report for each site. The work includes inspection and assessment of building and building systems, concrete and steel storage tanks plus towers and civil, electrical and mechanical installations. Pumps and piping evaluation may be needed at some locations. The consultant may also be asked to submit preliminary designs and scope definition for future improvements.

A pre-proposal conference will be held at 1201 Lakeside Ave, Cleveland Ohio 44114 on May 19, 2015 at 2:30 a.m., Eastern Daylight Time. Proposers are encouraged to attend the conference although attendance is not mandatory.

Should you have any questions regarding this solicitation please contact Simon Mastroianni at simon_mastroianni@clevelandwater.com or Tel: 216-664-2444, X-5630, Fax: 216-420-7995. The last date for sending questions is May 29, 2015.

If your firm is interested, please submit to the City no later than 12:00 noon, Eastern Time, on June 8, 2015, an original and ten (10) complete duplicates of your qualifications proposal and your fee proposal, in hard copy and an electronic copy on CD-ROM. Submit the qualifications proposal and the fee proposal in separate sealed envelopes, marked appropriately on the outside and inside.

Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: Facility Improvements Plan for Secondary Sites Proposal. Proposals may be hand delivered at the same address to Simon Mastroianni.

Simon Mastroianni
Department of Public Utilities
1201 Lakeside Ave
Cleveland, Ohio 44114

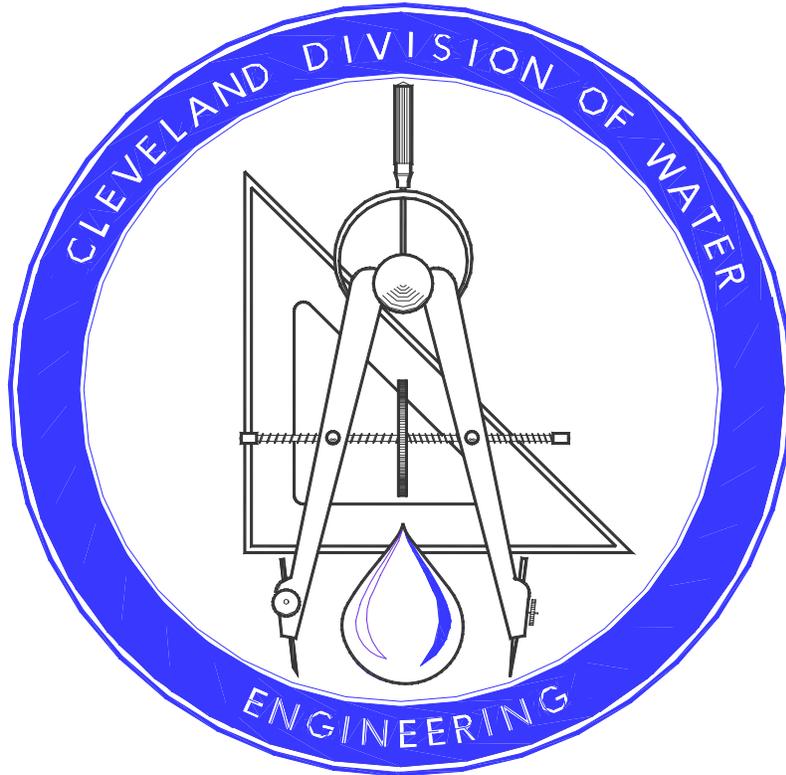
The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

Sincerely,



Jason Wood, Acting Director
Department of Public Utilities

**CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF WATER**



**FACILITY IMPROVEMENTS PLAN
for
SECONDARY SITES**

REQUEST FOR PROPOSAL

April 2015

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Attachment A: Sample Agreement

Attachment B: Fee Tables

- Fee Proposal - Hourly Breakdown (5 sheets)
- Project Fee Table Summary

Attachment C: Staff Proximity Table

Attachment D: Required City Forms

- The Office of Equal Opportunity Notice to Bidders and Schedules
- Federal Form W-9 including Taxpayer Identification Number
- Vendor Entry Form
- Non-Competitive Bid Contract Statement for Calendar Year 2015
- Northern Ireland Fair Employment Practices Disclosure

Attachment E: Reimbursables Policy

Attachment F: Ordinance No. 1554-13

Attachment G: Distribution System Schematic

LIST OF ABBREVIATIONS

| | |
|------|--|
| A/E | Architect/Engineer |
| BoD | Basis of Design |
| CTC | Conformed to Contract |
| CSB | Cleveland – area Small Business |
| CSI | Construction Specifications Institute |
| CWD | Cleveland Water Department (aka Division of Water) |
| DDM | Detailed Design Memorandum |
| EP | Engineering Professional firm or its representatives |
| EPU | Department of Public Utilities |
| EP | Engineering Professional |
| EEO | Equal Employment Opportunity |
| EV | Earned Value |
| FBE | Female Business Enterprise |
| HVAC | Heating, Ventilation, and Air Conditioning |
| MBE | Minority Business Enterprise |
| NTP | Notice to Proceed |
| OEO | Office of Equal Opportunity |
| RFI | Request for Information |
| RFP | Request for Proposal |
| TM | Technical Memorandum |
| TRFP | Task Request for Proposal |

(Refer to ATTACHMENT A, Sample Agreement for definition of specific contract-related terms.)

SECTION 1

Introduction and Background

The Cleveland Division of Water (CWD) is soliciting proposals from A/E firms to assist the Division in developing a capital improvements plan for renovation of the secondary sites in its distribution system (booster pump stations, tanks and towers). Extensive experience in the design of potable water distribution facilities is a requirement.

The consultant is expected to inspect the facilities and prepare a detailed condition assessment report for each site. The work includes inspection and assessment of building and building systems, concrete and steel storage tanks plus towers, and will require assistance from specialty firms (such as tank inspectors) and a multi-disciplinary engineering task force. Pump and piping evaluations may be needed at some locations. The consultant may also be asked to submit preliminary designs and scope of work for future improvements. A more detailed scope of work for the project is described in Section 2 of this document.

CWD is a major regional utility, which supplies water to more than 1.5 million residents in Cuyahoga, Medina, Summit, Geauga, and Lake Counties. CWD services approximately 400,000 retail accounts in the City and 67 suburbs. CWD sells water on a wholesale basis to six suburban communities on a continuous basis, and to four other communities on an emergency or temporary basis.

The water system consists of nine hydraulic districts that cover an area of 620 square miles and includes 4,600 miles of water mains. The Cuyahoga and Rocky Rivers flow through the area of the distribution system and form natural boundaries where water main ties across those rivers are limited. Each district operates under a different hydraulic grade. Within each district, pressure regulated sub-zones may exist. In addition, CWD has water service agreements to supply water to a new developing area to the South, which will require the creation of another new district.

The water system contains various treatment plants, primary and secondary pump stations, reservoirs, elevated towers, water mains, etc. The distribution system infrastructure details have been entered into a fully functional geographic information system. The pumping operations are controlled and monitored through SCADA and other control systems.

CWD purifies water at four treatment plants. Large finished water storage reservoirs exist at each plant. The primary pump stations of the system are located at or near the treatment plants and are part of the plant's operations. The treatment plants, Crown, Morgan, and Nottingham have their own pump stations. Baldwin utilizes the Fairmount and Kirtland pump stations.

CWD maintains and operates eleven (11) secondary pump stations and has nine (9) sites with water towers. The secondary pump stations are located throughout the distribution system. The secondary stations receive water either from First, Second, or Boosted Second High service and pump into higher hydraulic grades. The secondary stations are operated remotely via a SCADA telemetry system from the Parma Control Center. A new pump station, the Aurora Pump Station, is proposed to be built in Bedford Heights in 2016. It will serve in parallel with the existing Broadway pump station.

Your proposal must contain all of the information required by this RFP and shall include a Qualifications proposal and a Fee proposal. The Fee proposal must be submitted in a sealed, clearly identified package that is separate from the Qualifications proposal. Both are due at the same time.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

SECTION 2

SCOPE of SERVICES

A. GENERAL

This project, which comprises of the condition assessment of secondary pump stations and water tanks and towers, will require engineering services from several disciplines. The proposers are encouraged to visit some of the facilities listed below, but it is not mandatory to do so. Every site needs cathodic protection work. The pump stations need meters in the electrical switchgear for monitoring energy usage. Sump pump inspection and testing is required at all facilities. Site security assessments are not included in the scope of this RFP.

CWD SECONDARY SITE FACILITIES

BASSET TOWER

The tower is located at 1820 Basset Road, Westlake, OH and was built in 1947. It was rehabilitated in 2003, and has a capacity of 0.5MG. The tower will require exterior and interior inspection and the consultant may identify site / civil work. Electrical installation may need renovation. Basement and bypass and altitude valves need to be checked.

BLOSSOM TOWER

The Blossom Hill site has two towers – a 0.5 MG and a 3 MG tower – at 4200 Oakes Road, Brecksville, OH. The towers were built in 1947 and 1982 and re-painted in 2003. Work will include exterior and interior inspection of the towers and the site. There is visible paint damage. Basement, altitude valve, sump pumps and controls need to be checked.

BRECKSVILLE TOWER

The 0.75MG tower, built in 1954 and re-painted in 2003, is located at 9027 Highland Road, Brecksville, OH, will require interior and exterior inspection and identification of site / civil work.

DOVER TOWER

The 2MG Dover Tower was built in 1949 and re-painted in 2014. There is no work at this site at this time, except the electrical work described in this section of the RFP.

ENGLE PUMP STATION

The 30 MGD Engle Road Pump Station at 6800 Engle Road, Middleburgh Heights was built in 1997. The pumps are over-sized and the control system is not functional. The pump station requires a detailed inspection and a project definition report to renovate the pump station, including replacement with appropriately sized pumps and new

controls. The building and the site are believed to be in good condition, but an inspection of the roof and building systems is required.

INDEPENDENCE PUMP STATION

The 7.5 MGD pump station with a 3.4 MG steel tank is located at 6531 Brecksville Road, and was built in 1953, and the tank was re-painted in 2001. The pump station requires a detailed inspection with work definition for a complete renovation of the building, control system and pumps. The tank needs interior and exterior inspection.

KELLER TOWERS

The site located at 957 Pearl Road, Brunswick, OH has two one million gallon towers built in 1963 and 2012. Keller I was renovated in 2014. No work is required at this site.

KINSMAN TOWER

The 2 MG Kinsman Tower is located at 25100 Chagrin Blvd, Beachwood, OH. It was built in 1954 and re-painted in 1999. The tower requires interior and exterior inspection and a site inspection.

NORTH ROYALTON PUMP STATION

This dual pressure service (9.6 + 19.2 MGD) pump station was built in 2001, and is located at 15950 Ridge Road, North Royalton. The pump station is relatively new but inspection is required for pumps, electrical installations, paint, basement, HVAC, and control system.

PARMA RESERVOIR and PUMP STATION

The 23 MG reservoir is located at 5953 Deering Avenue, Parma, OH is an above ground concrete reservoir with a brick exterior, built in 1937, was rehabilitated in 2000. The reservoir needs an interior and exterior inspection.

The 100 MGD pump station was built in 1950s, and renovated in 1994. A thorough inspection of the pump station building and systems is required. Valves and switchgear needs a thorough inspection. Yard lighting, guard shack, locker rooms, windows, roof and drainage require improvements.

PEARL ROAD PUMP STATION and TANKS

The pearl tanks have a capacity of 10 and 5 MG each, and were built in 1964. The steel tanks were re-painted in 2004. The tanks require interior and exterior inspection and there may be site work.

The 14.6 MGD pump station was built in 1964 and requires a detailed inspection and work scope definition for a complete renovation, including the pumps and controls.

PLEASANT VALLEY RESERVOIR and PUMP STATION

The pump station located at 5711 West Pleasant Valley Road, Parma was built in 1956 and the concrete tank was renovated in 2010.

The tank needs no work. The pump station needs complete renovation, including electrical work, control system, pumps, basement, sump pumps and diesel tank. Site / civil work, waterproofing and new gates are also required.

STRONGSVILLE TOWER

This 1 MG tower located at 18788 Royalton Road in Strongsville was built in 1957 and renovated in 1997. The tower needs interior and exterior inspections, plus inspection of valves, building or vault and sump pumps.

BROADWAY PUMP STATION

This 23 MGD station was built in 1957 and is located at 1549 Broadway Road. This pump station has a diesel driven pump.

The pump station needs complete renovation, including electrical work, control system, pumps, basement and sump pumps and diesel tank. Site / civil work, waterproofing and new driveway are also required.

CEDAR WINCHESTER PUMP STATION

This 22 MGD pump station built in 1956 is located at 27149 Cedar Road, Lyndhurst. The biggest issues at this station are age and poor site access.

The pump station needs complete renovation, including electrical work, control system, pumps, basement, sump pumps and basement retaining wall. Site / civil work, waterproofing, new gates, drainage, new pavement and new fencing are also required.

DARROW TOWER AND PUMP STATION

Located at 9877 Darrow Road, Twinsburg, this 6 MGD pump station and 3 MG tower were built in 1999 and 1990 respectively. The tower was rehabilitated in 2010.

Tower paint needs visual exterior inspection. Pump station needs thorough inspection, especially the HVAC, electrical switchgear and valves.

LEDGE TOWER

This 0.5 MGD tower located at 233 Ledge Road, Northfield Village was built in 1963 was repainted in 1997. A complete site, exterior and interior inspection is required. Building needs to be extended. Vault needs modification. There is piping, fence, driveway and gate work.

SHEPARD PUMP STATION

This 4.4 MGD pump station located at 1044 Shepard Road, Macedonia, was built in 1966. The pump station needs complete renovation, including electrical work, roof and pumps. Site / civil work, waterproofing and driveway are also required.

GREEN ROAD PUMP STATION AND RESERVOIR

The pump station and two 10 MG tanks are located at 4095 Green Road. The pump station was re-built in 1988 and the steel tanks in 1950. The tanks need piping modification and interior and exterior paint and a baffling system. A report is available that may need updating. The pump station needs a thorough inspection of the structure and foundation, all building systems and electrical switchgear. Pumps, sump pumps and valves may need to be replaced or serviced.

SOUTH TWINSBURG TOWER

This 1 MG tower located at 8021 Bavaria Road, Twinsburg, was built in 1991 and repainted in 2010. The tower needs a visual exterior inspection. There is leakage in the vault. A new electrical distribution panel is needed and some electrical wiring may have to be changed.

PROPOSED AURORA ROAD PUMP STATION

Currently, Broadway Pump Station is the only source for Broadway and Shepard Third High pressure districts. A twelfth booster pump station will be added to run in parallel with the Broadway Pump Station. It will be known as the Aurora Road pump Station. Presently, there is no work included in this project from the upcoming Aurora pump station.

B. SCOPE OF WORK

The scope of work as described in this section provides planning level information, and is intended to provide information to the consultant for preparing an estimate for the engineering fee. The final deliverable is a detailed condition assessment of all sites, prioritization of the proposed improvements and detailed scopes of work (or conceptual design) for projects proposed in the near future.

Besides the routine project management activities (such as attending meetings, invoicing and reporting), the Base Work has been divided up in the following Tasks:

- 1) Task 1 Preliminary Inspection and Work Plan
- 2) Task 2 Detailed Site Inspections
- 3) Task 3 Reviews and Recommendations
- 4) Task 4 Preparation of Project Definition Reports
- 5) Task 5 Compilation of Final Report

The EP shall quote a fixed fee for Tasks 1, 2, 3 and 5 in the Fee table of Attachment B. **A fixed allowance of labor hours is assigned for Task 4, with exact fee and hours to be negotiated for each project definition report.**

PROJECT MEETINGS

Meetings are an integral part of the project and are used for communication, presentation, and discussion of all aspects of engineering work. EP's fee for attending and preparing for meetings throughout the life of the project shall be included in the EP's proposed fee for each base work task. The EP should include the cost of at least 30 meetings plus the kickoff meeting. If unplanned meetings are necessary, the EP will not demand extra payment besides the labor hours to be charged.

EP Project Manager shall attend as minimum, bi-weekly meetings with CWD staff. Attendance at meetings by other design team members (sub-consultants, discipline engineers, etc.) to discuss topics or issues may be necessary. The EP shall draft and distribute meeting minutes for all meetings in a format approved by the CWD project manager.

EP may be required to attend meetings with the Ohio Environmental Protection Agency, and other City or County authorities.

INVOICING

EP shall submit a progress invoice every month, and shall submit one original and a copy in the format required by CWD. A PDF copy of the invoice is also required for record keeping.

- 1) Typically, invoices are numbered sequentially, and include cover page, summary table, detailed invoice per task, summary table of labor costs, summary table of Other Direct Costs (Reimbursables), receipts, and other information deemed appropriate by CWD. Actual timesheet from the prime consultant or the sub-consultants shall be produced for auditing, if requested by CWD.
- 2) EP is responsible for including certification of payment made to its CSB sub-consultants in accordance with OEO requirements. Copies of actual checks paid to CSB sub-consultants, or approved alternative shall be included in the EP's invoice.

PROJECT REPORTING

The EP shall submit to CWD a monthly progress report no later than the 15th of the following month for which payment is requested. The EP shall submit one digital and one hard copy of the monthly report. The monthly report shall include, but not be limited to a brief narrative description of the project, activities and accomplishments for

the reported month, planned activities for the next month, identification of schedule concerns and variances, summary of budget status and variances, and key issues.

TASK 1 – PRELIMINARY INSPECTION and WORK PLAN

The purpose of Task 1 is to collect available data for the secondary sites (including record drawings and past reports), conduct a preliminary inspection of all sites and to draw up a cost loaded work plan that can be used for monthly payments and to monitor the EP's progress.

The EP shall be responsible for collecting all available information from CWD, including past inspection reports, record drawings and equipment history.

- a) The Engineering Professional (EP) shall assume full responsibility for itself and its sub-consultants. The EP is responsible for meeting the scope of services as described in this document. The EP shall communicate in all instances on behalf of its sub-consultants.
- b) The EP shall manage its own personnel and those of its sub-consultants with the common goal of fulfilling the needs of CWD and the requirements of the contract.
- c) The EP shall provide adequate staff, both technical and administrative, to fulfill the requirements of its contract and to produce the required deliverables per the defined schedule. Personnel with demonstrated knowledge and experience in defined scope of services shall be assigned throughout the work.
- d) The EP Project Manager shall be a Licensed Professional Engineer in the State of Ohio. The Project Manager shall be knowledgeable about and responsible for execution of the contract from start to finish. Project Manager shall have a minimum of fifteen (15) years related experience managing projects similar in size, scope, and complexity to this project.
- e) Dedicated project staff is a requirement, and change in personnel is not allowed without prior written permission of the CWD project manager. The EP shall assign a licensed Architect and Structural, Electrical, Civil and Mechanical engineers with ten years' experience to the project.
- f) The fee for Tasks 1 shall remain fixed, unless there is a major change in the scope of work. Compensation for meetings, reporting or invoice preparation and other such activities shall be included in the task fee and will not be treated as a separate item in the "schedule of values".

TASK 1 DELIVERABLES

The following submittals and presentations to CWD stake holders are required. Number of copies shall be determined by the CWD project manager, and printing expenses are compensable under the reimbursables.

- a) Within ten business days of notice to proceed, EP shall submit a preliminary inspection schedule for all sites to the CWD project manager. A period of two months shall be allowed for completion of Task 1.
- b) Upon completion of preliminary site inspections, EP shall provide a Work Plan for completion of the rest of the project (Tasks 2-5), and procure CWD approval.
- c) EP shall also prepare and procure CWD approval for a schedule of values for Tasks 2, 3 and 5. This schedule shall be based on the quoted fee for the tasks and will be used for monthly payments and to monitor the progress in work.
- d) The EP shall assemble a PDF version of all available record drawings, past inspection reports, O&M manuals and specifications and/or submittals.
- e) EP shall provide resumes for engineers to be for Tasks 2-5 and procure CWD approval.
- f) EP shall conduct a review meeting with CWD stakeholders to explain the project Work Plan.

TASK 2 – DETAILED SITE INSPECTIONS

The task scope covers field work for the project. It includes a detailed inspection by qualified professionals of all twenty sites to identify engineering, architectural, environmental, and regulatory compliance issues. The EP may need the services of specialty firms for some work, and these services can be charged as reimbursables. A detailed checklist is not being provided. However, the following notes are intended to provide additional information to the prospective EP. The proposer is encouraged to visit at least some of the sites.

- a) The EP shall check the status of all utilities, including telephone and other communications. Recommendation may be made on providing redundancy.
- b) The EP shall be required to check out the communication system. CWD currently uses a wireless 900 MHz system and a fiber optic network to communicate with its remotely located Parma Control Center that operates the booster pump stations.
- c) The EP shall inspect every site and determine and document any drainage, access, landscaping or parking issues.
- d) The environmental inspection shall be limited to a Phase I study. Any other necessary environmental investigations by the EP shall be included in the scope of

work. CWD can identify newer sites that do not require any attesting for contaminants.

- e) All roofs need to be inspected.
- f) Security equipment is not included in the scope but gates, doors and fences should be inspected.
- g) Pump curves shall be prepared for all pumps at all the pump stations (except for very old pumps that are recommended for replacement).
- h) Pumps shall be inspected at all facilities and recommendations made for servicing or replacing pumps, all piping and valves.
- i) Re-sizing of the pumps is not required except at Engle. The Engle Road Station pumps are oversized, and may need to be replaced. CWD owns a hydraulic model of the system, and the EP may request any studies or analyses to be done by CWD.
- j) EP shall conduct a thorough inspection of the interior and exterior of each storage tank and tower to identify maintenance. Tanks / towers inspected less than five years ago are excluded. The inspection will require the hiring of a specialty firm. The inspection shall include a structural inspection. Before an inspection is conducted, considerable effort may be required in arranging the emptying and cleaning of the tanks by CWD.
- k) The control system and all instrumentation shall be tested at each site. A detailed SCADA report prepared by CDM and MWH (2007-8) and B&V (2012-13) are available.
- l) All buildings and vaults shall be inspected for structural integrity, needed concrete and paint repairs and general required improvements, including recommendations for doors and windows.
- m) HVAC and plumbing systems shall be included.
- n) The electrical equipment is generally in poor condition at the older pump stations. The EP shall inspect the outlets, lighting, wiring, the main switchgear and distribution panels at each facility.
- o) Emergency power is needed at each site and there are small generators at a few pump stations. Upgrading recommendations of these local systems is included. Many sites also have large standby generators, and the inspection of these units is not included.
- p) The EP is required to provide specific recommendations to make the pump station buildings and sites "greener" in accordance with the City's sustainability policy. Sustainability should be kept in mind during the field inspection work.
- q) The inspection shall include lists of code and safety violations at the facilities, and require OEPA regulatory compliance recommendations, such as for air gaps and drainage.

ELECTRICAL WORK

- 1) ELECTRICAL WORK AT TOWERS: This refers to extra electrical work at tower sites (Basset, Blossom, Brecksville, Dover, Keller, Kinsman, Strongsville, Darrow, Ledge and South Twinsburg)
 - a) The EP is required to verify existing electrical one line drawings and submit AutoCad versions.
 - b) The EP shall perform short circuit and arc flash studies and provide arc flash labels for the electrical panels on the sites.
 - c) The EP shall hire a reputable third party (like GE or Eaton) to inspect, clean and test the electrical panels, and establish ownership of the substations if any.

- 2) ELECTRICAL WORK AT NORTH ROYALTON PUMP STATION
This pump station was commissioned in 2001. The scope of work is the same as for tower sites above, except that short circuit and arc flash studies are available in the SKM software. These studies need to be revised.

TASK 2 DELIVERABLES

- 1) Hard and digital copies of pump curves for all pumps.
- 2) Inspection and condition assessment report for all facilities. The format for the report shall be dictated by the project manager. Cost of reproduction may be charged as a reimbursable expense.
- 3) Digital and hard copies of electrical one line drawings and electrical studies as described in this section.

TASK 3 – REVIEWS and RECOMMENDATIONS

Unlike the field work in Task 2, this task covers all the office activities for the project, such as project meetings, progress reporting invoicing, review meeting submittals and stakeholder meetings, technical memoranda, recommendations for engineering and architectural improvements at all sites and prioritization of capital improvement projects.

Task 3 also includes an ENERGY USAGE TABULATION for all sites.

REVIEW MEETINGS and INTERMEDIATE SUBMITTALS

EP shall conduct three review submittals for CWD stakeholders. The timing of the meetings shall be dictated by the CWD project manager. The purpose of these meetings is to obtain the input and buy-in of CWD stakeholders. The EP is expected to provide up to date copies of the Tasks 2 and 3 reports at each stage per the

instructions of the CWD project manager. Reproduction costs for printed drafts or sketches shall be covered as a reimbursable expense. A Power Point presentation is expected at each review meeting.

TECHNICAL MEMORANDA

The EP is responsible for conducting technical evaluations of issues and alternatives and for presenting its evaluation and recommendations in Technical Memoranda (TM) throughout the project for each discipline. TMs should include a discussion of life-cycle costs (capital and operations and maintenance). The EP should present evaluations in sufficient detail along with recommendations that represent the most technically and fiscally desirable solution.

Technical Memoranda shall be developed as appropriate and whenever requested by CWD to make decisions.

RECOMMENDATIONS for IMPROVEMENTS at FACILITIES

As the inspection work progresses in the field, the EP shall start compiling the lists of proposed improvements or necessary renovations. These shall be presented in the 30%, 60% and 90% review meetings and shall be incorporated in the final conditions assessment report. Detailed descriptions and cost estimates shall be provided for each suggested improvement, repair or modification. The CWD shall determine the 30%, 60% and 90% stages of the project.

CAPITAL PROJECT PRIORITIZATION

The improvements/renovations for each site shall be packaged into proposed construction projects, after discussions with the CWD project manager and stakeholders. Priorities shall be assigned to each project according to the criticality and availability of CWD funds. Cost estimates shall be required for each project. The projects shall be characterized as early action projects, priority projects and future projects.

ENERGY USAGE TABULATION

A detailed energy usage tabulation at all twenty sites is included in the scope of this work. Energy bills can be procured from CWD for gas and electricity. The audit shall cover lighting, HVAC and pumping energy usage. EP shall make recommendations for conserving energy and making "green improvements". EP should also recommend metering devices to be added to electrical switchgear for power and energy consumption monitoring.

TASK 3 DELIVERABLES

- 1) Three review meetings with CWD stakeholders.
- 2) Technical Memoranda and Decisions Matrices as required.

- 3) Recommendations and project prioritization report with descriptions and cost estimates.
- 4) Energy usage tabulation report for all sites with recommendations.

TASK 4 – PROJECT DEFINITION REPORTS

A project definition report is defined as a detailed scope of work for a capital improvements' project together with a conceptual design. The number of such reports to be prepared cannot be determined at this time. So, a fee allowance has been assigned to this task in the Fee Table of Attachment B. The fee for each individual job to be included in this task shall be negotiated with the EP at the appropriate time. Labor rates shall remain the same as for the rest of the project.

It is intended that descriptions of projects selected under this task shall contain such level of detail, which can be used for defining the scope for an engineering design firm and a conceptual engineering design. The project definition report shall typically include text and sketches. The report for each selected project shall include the capacity and sizes of major equipment being added or replaced, preliminary process and instrumentation diagrams, hydraulic profile (if applicable), layouts of major structures, roadways and yard piping, major changes to electrical and HVAC systems and floor plans. Construction cost estimates are required. The report shall identify equipment and systems that require standardization across facilities.

TASK 4 DELIVERABLES

Project definition reports in format dictated by CWD project manager. Reproduction costs to be charged as a reimbursable expense.

TASK 5 – COMPILATION of FINAL REPORT

The deliverable for this task is a complete, consolidated report for each site, together with the energy audit report, a comprehensive list of proposed improvements, modifications and renovations, and any selected project definition report from Task 4. Construction cost estimates and priorities are required for all improvements. The report must include an 'executive' summary, and a ten year CIP plan.

OPTIONAL WORK

EP may be asked to perform optional tasks other than the work identified in Section 2. The optional work may be a study or extra design work related to the project, such as the design of a re-chlorination system at Darrow Tower.

The optional work shall be authorized by CWD in writing as a change order.

Should the EP be requested to perform an Optional Task, the staff hours shall be negotiated with the EP. The Optional Tasks item in the Fee table of Attachment B may be exercised, deleted, revised, reduced, or substituted at the discretion of CWD.

SECTION 3

Project Schedules and Deliverables

PROJECT SCHEDULE

CWD expects to sign a contract with the selected firm around the middle of 2015. The contract duration is expected to be approximately **12 months**.

The following are proposed project milestones with tentative dates:

| | |
|-------------------------|----------|
| Notice to Proceed | 09/28/15 |
| Project Kickoff Meeting | 10/05/15 |
| Data Collection Report | 01/15/16 |
| Work Plan Finalization | 02/30/16 |
| 30% Completion | 04/31/16 |
| 60% Completion | 07/30/16 |
| 90% Completion | 09/30/16 |
| 100% Report | 10/28/16 |

Should at any time during the Project, CWD determine that the EP's progress is unsatisfactory towards meeting project goals, CWD may require the EP to submit a detailed recovery schedule and narrative description at no additional cost to the City. The recovery schedule shall address EP actions required to meet project terms and conditions which may be determined to be in jeopardy.

DELIVERABLES

- 1) Data Collection Report
- 2) Detailed Work Plan with Schedule of Values for Review
- 3) Detailed Project Schedule
- 4) 30% Completion Report for Review
- 5) 60% Completion Report for Review
- 6) 90 % Completion Report for Review
- 7) Energy Usage Report
- 8) 100% Project Report

Items 2) to 7) will include review meetings with CWD stakeholders. A review meeting is usually followed by a "decisions' matrix" prepared by the consultant listing all options and recommendations. The CWD project manager provides guidance to the EP on the decisions after consultation with CWD stakeholders.

Every deliverable shall require CWD approval, and shall be deemed to be completed after such approval has been formally obtained.

Section 4

Proposal Requirements

4.1 Project Staff

Staffing the project is the responsibility of the Engineering Professional (EP) and shall start immediately upon receiving Notice to Proceed (NTP) from CWD. All staff assigned to the project will require CWD approval.

The EP is required to maintain continuity with regard to the management and technical staff assigned to the Project. CWD reserves the right to disallow any changes in the Project Manager and key staff, including sub-consultant personnel assigned to the project. EP shall submit to CWD in writing any proposed change. CWD shall approve any change in key staff **prior** to change being made.

Any change in key staff, especially the Project Manager, requires prior CWD approval.

Should the EP change its Project Manager and key staff, including subconsultant personnel at any time during the project, CWD reserves the right to withhold compensation for the labor cost associated with inefficiencies and with travel or relocation expenses associated with the transition of the new Project Manager or key staff.

4.2 Local Office

The EP is encouraged to maintain an adequately furnished and sufficiently equipped local office. A local presence of the EP in the greater Cleveland area will be considered in Proposal evaluations.

The local office is **not** a dedicated Project Office as described in Attachment B, Reimbursable Policy. The cost associated with establishing and maintaining this local office is **not** an eligible reimbursable expense.

CWD desires the EP's Project Manager and/or key staff to be based in Cleveland area and to be available to meet with CWD as required.

4.3 Compensation

Compensation amount shall be determined as defined in this RFP and as determined during contract negotiation. Compensation shall be based on the actual level of effort; the salary hourly rates and multipliers for individuals assigned to the project, plus approved other direct costs (or reimbursables).

Besides the reimbursable expenses, fee shall be distributed on the basis of the following five labor tasks:

- Task 1 Preliminary Inspection and Work Plan
- Task 2 Detailed Site Inspections
- Task 3 Reviews and Recommendations
- Task 4 Preparation of Project Definition Reports
- Task 5 Compilation of Final Report

EP shall quote a **not-to-exceed** fee for each task except Task 4. The Not-to-Exceed quoted fee shall remain fixed and cannot be changed without prior written approval from CWD. **An allowance amount has been assigned for Task 4 and shall be negotiated and formalized before work is started on Task 4. An allowance amount has also been assigned to the proposed optional work.**

After the notice to proceed (NTP) the EP shall submit the following:

- a) a Staffing Profile by Task, which reflects hours and associated cost required to complete each Task, and
- b) a list of its project team personnel together with the job classification and each person's actual hourly rate with the firm's multiplier (that covers overhead). Rates and hours for subconsultants are also required.

Potential **Optional Work** is defined in Section 2, Scope of Services. CWD may elect to delete, substitute, reduce, or redefine the Optional Work as needed. **The fee for Optional Work has been pre-defined and shall not affect the cost competitiveness of the proposal.** If CWD chooses to exercise an Optional Task, the staff hours and fee shall be negotiated using the EP's actual hourly rates and multiplier identified in the Agreement.

The EP shall be compensated for approved **Reimbursable Expenses** incurred in the interest of the project, in accordance with the CWD Reimbursables Policy (attached). **An allowance for reimbursable expenses has been included in the Fee table of Attachment B.** No markup is permitted on reimbursable expenses. Expenses for individual items above \$10,000 require CWD approval in writing. Invoices are required for reimbursement.

4.4 Miscellaneous Requirements

A. The City's Rights and Requirements

- i. The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's

designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

ii. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

iii. **Proposal as a Public Record.**

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

iv. **CLEVELAND AREA BUSINESS CODE**

Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;

- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply. When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain

the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- d. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: 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.

- e. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

v. **Term of Proposal's Effectiveness.**

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

vi **Execution of a Contract.**

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

vii. **"Short-listing".**

The City reserves the right to select a limited number (a "short list") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

viii. **Proposer's Familiarity with RFP; Responsibility for Proposal**

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

B. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

The prospective EP agrees, by responding to this Request for Proposals that the City is not liable for any costs incurred by the prospective EP in the preparation of its proposal or presentation and during its contract negotiations with CWD.

CWD reserves the right to award this contract excluding any Task, Reimbursable expense, or any or all Optional Tasks.

Immediately following EP approval by the City's Board of Control (contract award), the EP shall diligently pursue subcontracts with CSB team members. Subcontracts for CSB firms shall be submitted to OEO for review prior to CWD issuing Notice to Proceed. Failure to submit CSB subcontracts in a timely manner WILL delay Notice to Proceed.

4.5 Contract Agreement

Attachment A, Sample Agreement is provided as a preview of general contract conditions and requirements that will be required of the selected EP. It is intended that the specific conditions and requirements in substantially the same form as set forth in

Attachment A will be incorporated into the final Contract Agreement and, along with this RFP and the proposal submitted by the EP (fee proposal, schedule, forms, etc.) shall become the contract between the City and EP.

SECTION 5

Qualifications for Proposal

- A. The prime proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. The Proposer must provide evidence that it has a minimum of TEN years of experience of providing engineering services to the water and wastewater industry. The prime firm should have worked on water / wastewater related projects, and earned a fee of at least \$5 million in the last ten years on these projects. The prime must also furnish evidence of having worked on water / wastewater pump stations and storage tanks in the last five years. In its qualification proposal, the proposer must list the relevant projects from the last ten years together with dates, dollar value of participation and reference contact information for verification.

The experience requirements do not apply to CSB consulting firms, unless they propose as a prime.

- B. **Insurance:** The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
- i. Professional liability insurance with limits of not less than \$2,000,000 for the prime (and \$ 1,000,000 for each sub-consultant) for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
 - ii. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.

- iii. Statutory unemployment insurance protection for all of its employees.

SECTION 6

Proposal Content

The proposal shall consist of two parts – the qualifications proposal and the fee proposal. The qualifications proposal which shall be no longer than a total of **50 printed pages**. Page size shall be 8.5 x 11 inches (11x17 inch pages may be utilized for graphical representations but each will be counted as two pages). Font size shall be no less than 12 pt. Tabs and dividers are excluded from the page count. A single sheet which is printed on both sides will be counted as two printed pages. There is no limit on the page count for the fee proposal, which shall be provided in a separate sealed envelope.

It is requested that proposals be in flat bound form to facilitate filing. Please do not submit proposals in loose-leaf binders.

Submit one (1) original and ten (10) copies of the Technical Proposal, along with two (2) electronic CD copies of the Technical Proposal in PDF form. PDF file shall contain book marks to each major section at a minimum.

Each proposal shall include the following parts tabs.

- A. **Cover Letter:** The cover letter shall identify and introduce the Proposer and provide other general information
- B. **Executive Summary:** The Executive Summary should provide a concise summary of Proposer's level of expertise and relevant experience and ability to meet the requirements of this RFP. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.
- C. **Exceptions:** Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page
- D. **Qualifications:** In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Please provide a brief description of three recent projects and three verifiable references.

- E. **Staffing:** Must include an organizational chart for the project, and brief resumes of key personnel. Company affiliation and should location of individual should be clearly denoted.
- F. **Local Office:** Local presence is valued by CWD. Please describe the strengths of the firm's local office and provide the staff proximity table in Attachment C as the last page in your qualifications proposal.
- G. **Work Plan:** This section is included to provide the engineering firm an opportunity to elaborate on its understanding of the project, and briefly describe its design and quality control methods.

Environmental Sustainability: Provide some options for environmental sustainability in the project.

- H. **Fee Proposal:** Proposer should submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Itemize the fee by project phase or other divisible unit completed, in dollars and percentage, or by deliverable. Proposer shall provide its best estimate of expenses including but not limited to travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

Ten (10) copies of the fee proposal are to be submitted in a separate sealed envelope.

The fee proposal shall consist of the fee tables (Attachment B) and the following forms included in Attachment C:

1. The Office of Equal Opportunity (OEO) Schedules 1 to 4
2. Federal FORM W-9 including Taxpayer Identification Number
3. Vendor Entry From
4. Non-competitive Bid Contract Statement for calendar Year 2015
5. Northern Ireland Fair Employment Practices Disclosure

- I. **Financial Information:** This information is **not** required with the proposal. However, CWD reserves the right to request financial information from short listed firms. This may include (but not be limited to) balance sheet and income statements for two fiscal years, prepared in accordance with generally accepted accounting principles.

SECTION 7

Proposal Evaluation and Selection Criteria

- A. **Evaluation Methodology.** The proposals shall be evaluated by the Department of Utilities. The Department will present its recommendations to the City Board of Control (BOC). The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.
- B. **Scoring of Proposals.** The proposals shall be scored for
- i. Work Plan
 - ii. Organizational Chart and Staff Resumes
 - iii. CSB Participation
 - iv. Experience
 - v. If a firm is a registered LPE/CSB with the City of Cleveland, extra points may be awarded as described in Attachment D.

The ratings are not intended or to be interpreted as a reflection of a proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP for comparison purposes.

- C. **Disqualification of a Proposer/Proposal:** The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it

will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

ATTACHMENT A

SAMPLE AGREEMENT

AGREEMENT

Between

THE CITY OF CLEVELAND

And

THIS AGREEMENT for professional services is made this ____ day of _____, 2001, between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of Public Utilities ("Director"), pursuant to the authority of Ordinance No. 1540--09, passed by the Council of the City of Cleveland on November 23, and Resolution No. xxxx adopted by the Board of Control of the City on xxxx, and xxxxx Corporation, ("Consultant") an Ohio corporation, located at xxxxxxxxxxxxxxxx through its duly authorized officer.

RECITALS

1. The City desires to supplement the regularly employed staff of the several departments of the City in order to obtain professional services necessary to provide design engineering services for the Aurora Road Pump Station project ("The Project") for the City of Cleveland, Department of Public Utilities, Division of Water.
2. Consultant, in response to the City's Request for Proposal dated November, 2013 and any amendments thereto ("RFP"), has submitted a proposal dated January, 2014, ("Consultant's Proposal") to furnish such professional services.
3. The City finds Consultant's Proposal acceptable and desires to hire and engage Consultant to supplement the staff of the several departments of the City and to furnish the services necessary, in accordance with the RFP, Consultant's Proposal and the terms, conditions and provisions contained herein.

In consideration of the foregoing, the payments and the mutual agreements contained herein, the parties agree as follows:

SECTION I. DEFINITIONS

- A. "City" means the City of Cleveland.
- B. "Director" means the director of the City's Department of Public Utilities.

- C. "Commissioner" means the City's Commissioner of Water and such other duly authorized representatives as the Commissioner may designate.
- D. "Consultant" means XXXXXXXXX.
- E. "Sub-consultants" means firms approved by the City's Board of Control to work on the prime consultant's team on the project.
- F. "Project" means services to be performed by Consultant under this Agreement.

SECTION II SERVICES OF CONSULTANT

A. General

By execution of this Agreement, the City accepts and Consultant agrees to be bound by this Agreement, the RFP (Exhibit "A"), and the Consultant's Proposal (Exhibit "B"). Consultant further agrees to provide to the City all services necessary and required for the proper completion of the Project, including those identified or reasonably implied in the main body of this Agreement and Exhibits "A" and "B" that are attached to this Agreement and are made a part hereof as if fully rewritten herein, except as changed or modified by any provision of this Agreement.

B. Scope of Work

Consultant shall perform all comprehensive engineering services necessary and required for the project, including but not limited to preliminary design, detailed design, bidding and award support, construction administration support, resident support, and design closeout for the City's Division of Water, hereinafter referred to as the ("work"). Consultant shall perform all necessary, required and reasonably implied tasks described in Exhibit "A" and Exhibit "B." The work shall not be considered to be completed until each task has been fully performed by Consultant and all deliverables have been delivered to and reviewed and approved by the City.

C. Term

Consultant shall not perform any work hereunder until receipt of Notice to Proceed from the Director. The term of this Agreement shall begin upon commencement of performance and shall, unless extended by the City or unless

sooner canceled or terminated pursuant to the provisions hereof, expire after successful completion, and approval by the Director, of the work to be performed hereunder.

D. Schedule

The completion of the work in a timely manner is essential. Consultant's Project Schedule is attached as Exhibit "C". Consultant shall perform all work and submit all deliverables required by this Agreement within the times stipulated in the Project Schedule and City's Request for Proposals.

SECTION III. ASSISTANCE OF THE CITY

The City and PMC shall assist Consultant to the extent possible as necessary during the term of this Agreement. The City shall provide access to and copies of all known documents related to the Project at no cost to Consultant. However, the City does not guarantee the accuracy of any information contained in such documents, and Consultant shall make no claim against the City if the information contained in such documents shall be discovered to be incorrect or not in conformance with actual conditions.

The Consultant shall use reasonable engineering judgment and practices to screen and verify the accuracy of any known documents of information provided to the Consultant by the City or the PMC. The Consultant shall immediately bring to the attention of the City or the PMC any discrepancies, problems, or concerns discovered during the reasonable investigation. The City and PMC will endeavor to resolve any identified problems or concerns, which may negatively impact the Consultant's efforts to continue or complete the intended scope of services.

SECTION IV. PAYMENTS

A. Amount

1. The City shall pay consultant for the accomplishment of all work required an amount not to exceed XXXXXXXX Dollars (\$xxxxxxxx).

2. The work is divided into five (5) tasks. The fees for each task shall be based upon actual audited hourly rates and the total figure shown for each task is a not-to-exceed figure. Fees shall be based upon Consultant's direct reimbursable costs and on actual hours expended in completing the work.

Consultant's fees shall be subject to earned value analysis and Consultant shall not be compensated for any labor costs expended by Consultant in excess of the not to-exceed figure to complete any given task. At the Director's discretion, the scope of any given task may be modified, in which case sums may be shifted from one task to another, but only with the prior written authorization of the Director. Completion of a given task for an amount less than the not-to-exceed figure shall not entitle Consultant to shift the remaining fee amount to another task that is likely to exceed the not-to-exceed figure.

The total compensation to Consultant, including not-to exceed figures for each task and not-to-exceed reimbursable expenses allowance, shall not exceed the following:

| | |
|---|-------------------|
| *Base Work Labor plus Reimbursable Expenses | \$xxxxxxxx |
| Optional Tasks | \$xxxxxxx |
| TOTAL NOT-TO-EXCEED CONTRACT PRICE | \$xxxxxxxx |

*BASE WORK includes Task 1 Preliminary Inspection and Work Plan
 Task 2 Detailed Site Inspections
 Task 3 Management Tasks, Reviews and Recommendations
 Task 4 Preparation of Project Definition Reports
 Task 5 Compilation of Final Report

B. Labor Fees

1. Fee Exhibit: Attached as Exhibit "D" is the Staffing and Fee Table(s). This exhibit includes the following information:

- a. List of personnel and/or classification to be used on this Project, and
- b. A Fee summary for the project.

2. Hourly Base Rates: Consultant's Hourly Base Rates are based on average hourly rates quoted by the Consultant with its proposal. Consultant may change the hourly base rates with prior approval from the City. However, there shall be no increase in the not-to-exceed total contract price.

3. Personnel Changes: No changes, substitutions, or replacements to personnel, their assignments or classifications shall be made without prior review and written approval by the City. The City expects no change to the staffing of the position of Project Manager at any time during this Project.

4. Level of Effort Tasks:

- a. All tasks shall be defined as a Level of Effort Tasks.
 - Consultant shall be compensated for each task based on the actual cost incurred by the Consultant.
- b. Each level of effort task shall have an associated not-to-exceed fee, that is negotiated after the preliminary site inspections.
- c. Consultant is expected to complete its base scope of work without exceeding the not-to-exceed fee.

C. Reimbursable Expenses

Reimbursable expenses are not in addition to, but are included in the total compensation stated in Section IV, paragraph A, to be paid to Consultant. Consultant shall be compensated for out-of-pocket, reimbursable expenses incurred in the furtherance of the work only in conformance with the Division of Water's Reimbursable Expense Policy and no others, unless authorized by the City in writing. There shall be no consultant markup on reimbursable expenses.

D. Additional Services

If the Consultant performs additional services which are not required by this Agreement, the City shall not be obligated to pay for such services until the following conditions have been satisfied:

1. Submittal by Consultant to the Director of written notice prior to the initiation of such additional services, including an estimate of cost (labor and reimbursables) and schedule implications and a detailed scope of such services;

3. Prior approval by the City's Board of Control of the modifications of this Agreement by the addition of such services and additional compensation, if any. If the additional services increase the total compensation under this Agreement, certification of such additional cost by the City's Department of Finance;

4. Written modification to the within Agreement; and

5. Written notification to Consultant from the Director directing the Consultant to perform such additional services prior to commencement of the additional services.

E. Payment

1. The City shall pay the Consultant after submission to and review by the CWD and approval by the Director of a monthly verified invoice itemizing the percentage of completion or earned value and actual costs of the tasks, subtasks, and milestones set forth above, plus authorized reimbursable expenses, to the date of the invoice, less any prior payments. If the invoice is not acceptable, the City shall pay any portion of the invoice not questioned nor in dispute or will return the invoice to Consultant and inform Consultant as to the corrective actions necessary, if any, to qualify the remainder of the invoice for approval.

2. For all Tasks, payment shall be made for actual hours expended, times the approved hourly base rates less any payments made to Consultant. In the event of a dispute, the City shall determine the approved fee due. Consultant shall bill each month based on the actual hours expended in the furtherance of the work, but cumulative payment for each level of effort task shall not be greater than the not-to-exceed fee for each task, once it has been fixed.

F. Invoices

Consultant shall submit a separate invoice each month. Each invoice shall be delivered to the City within thirty (30) calendar days after the month for which Consultant's services are being billed. Invoices shall be in a format approved by the City, and shall, at a minimum, include the following:

1. For each task, a list of all persons who worked on that task

for that month, the hours expended, each person's approved hourly base rate and multiplier, and the total dollar amount attributable to each person.

2. Approved copies of Consultant's and its sub-consultants' current month's time report for each person working on the project that month. Absence of time reports will be sufficient reason for the City to withhold payment

3. A report, with backup documentation, of all payments received from the City and all payments made to sub-consultants.

A summary and backup documentation of all reimbursable expenses incurred by Consultant on behalf of the City. There is no markup allowed by Consultant on reimbursable expenses.

4. Consultant shall prepare and submit a revised cash flow schedule on a quarterly basis to reflect actual. and projected payments to itself and its sub-consultants.

5. Because approved modifications to the Agreement have an associated not-to-exceed value, each approved modification shall be separately itemized in the invoice to track expenditures against its approved value.

G. Acceptance

No approval given or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory work.

H. Delay or Suspension of Services

If the progress of the services to be performed hereunder is delayed in whole or in part, the extent of the services herein required may be altered in such manner as may, in the opinion of the Director, be reasonable, but no additional compensation shall be allowed Consultant because of any delay in completion of such services.

I. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

J. Responsibility for Others

Consultant shall be responsible to City for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by City nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

SECTION V. CANCELLATION

This Agreement may be canceled by the City at any time for cause upon written notice to Consultant of such intent when either the progress or results achieved under this Agreement are unacceptable to the City.

If this Agreement is canceled by the City prior to completion, Consultant, within ten (10) days of such cancellation, shall submit a certified final progress report of the percentage of work completed pursuant to Section IV, Payments, by the date of cancellation. The City shall pay Consultant for the work completed as certified in this statement and as approved by the Director. Notwithstanding any other provision of this Agreement, including Exhibit "A

" and Exhibit "B," all records, documents, materials, equipment and working papers prepared or purchased as part of the work under this Agreement shall become and remain the property of the City, and upon any such cancellation, Consultant shall turn over to the City all records, documents, working papers, equipment, and other materials which would be necessary, in the opinion of the City, to maintain continuity in progress of the work by another consultant. The City acknowledges that the records, documents, working papers and other materials turned-over by Consultant upon cancellation of this Agreement may be incomplete and any use of these documents by the City will be at its own risk.

SECTION VI. ASSIGNMENT PROHIBITED: SUBCONSULTANTS

Consultant may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part thereof, or any right or privilege created by this Agreement, nor shall any sub-consultant commence performance of any part of the services included in this Agreement, without first obtaining written consent of

the City, as expressed by resolution of its Board of Control. Upon any attempt. by Consultant to do otherwise, this Agreement shall immediately terminate. The

At the City's option, Consultant shall defend or reimburse the City in any litigation and pay on behalf of the City all sums that the City shall become legally obligated to pay as a result of any litigation or claims incurred in connection therewith and satisfy and cause to be discharged such judgments that may be obtained against the City, its officers, agents, and employees to the extent of Consultant's indemnification obligations as set forth above.

Section VIII, Indemnity and Section IX, Insurance Requirement shall survive the completion of the work to be performed hereunder and the termination of this Agreement.

SECTION IX. INSURANCE REQUIREMENT

Consultant shall, at its expense and at all times during the performance of services hereunder, maintain commercial general and professional liability insurance insuring themselves against the indemnification Obligations undertaken in Section VIII, Indemnity above. Consultant shall require its Sub-consultants to obtain insurance and shall its Sub-consultant's obligation to obtain insurance, at limits appropriate to the exposures of the Sub-consultant's work to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The commercial general liability insurance policy shall: be occurrence type; name the City as an additional insured; have limits of not less than Two Million Dollars (\$2,000,000.00) for any one incident; and be primary with respect to Consultant's general liability, notwithstanding any other insurance covering the City. Consultant's insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars (\$100,000.00). The professional liability insurance shall have limits of not less than Two Million Dollars (\$2,000,000.00) and \$1,000,000 for sub-consultants. for any one incident. If not written on an occurrence basis, shall be maintained for a period of not less than one years following the completion of the Work.

A. Notice of Cancellation

The insurance policy or policies provided hereunder shall provide as

follows: "The Company agrees that ten (10) days prior to cancellation, or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice

will be sent by certified mail to the
Director of Law of the City of
Cleveland."

In addition to the notification required of Consultant's insurance company, Consultant shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

B. . Copy of Insurance Policy

Upon the request of the Director of law of the City of Cleveland, Consultant shall forthwith provide the Director of Law with an exact copy of the insurance policy or policies required hereunder. If requested by Consultant, the City agrees to enter into an appropriate confidentiality agreement with respect to the information contained in said insurance policy(ies).

C. Certificate of Insurance

Upon execution of this Agreement Consultant shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) shall contain the notification provision set forth in paragraph "A" above. If the additional insured endorsement required above is not available at the Agreement execution date, Consultant shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement. Consultant shall also provide a copy of the endorsement naming the City as an additional insured under Consultant's commercial general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof.

D. Policy

The policy or policies, certificate(s), Binder or Advice required in paragraphs B and C above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the previously approved coverage or carrier on any policy becomes insufficient as determined by the Director of Law, or if the minimum limits become impaired by claims so that the amounts available is under the minimum amounts required by this Agreement, the

Director of Law may require that Consultant shall, forthwith provide a new policy meeting the requirements of the Director of Law. **limit of Liability**

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Section VIII, Indemnity above.

SECTION X. STATE INDUSTRIALCOMPENSATION

Consultant shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to save the City harmless from any and all liability from or under said act. It shall also furnish, at the time of delivery of the Agreement and at such other times as may be requested by the City, a copy of the official certificate or receipt showing the payments referred to above. .

SECTION XI. SOCIAL SECURITY ACT

Consultant shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement as may be now or hereafter imposed under any state or federal law, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said

Consultant also agrees to indemnify and save harmless the City of Cleveland and PMC from any such contributions or taxes or liability therefor.

SECTION XII. INTEREST OF CONSULTANT

Consultant covenants that its principals have made no contributions to the Mayor of the City which would cause Consultant to be ineligible for the award of a non-competitively bid contract under division (I) or (J) of Section 3517.13 of the Ohio Revised Code, and that it has executed and submitted to the City an affidavit to such effect, which affidavit is attached as Exhibit "G."

Consultant further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

SECTION XIII. DEFAULT AND REMEDIES

A. Default

Consultant shall be in default of this Agreement upon the happening of any of the following events:

1. If Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it under the terms of this Agreement and such failure continues for a period of (5) days after Consultant's receipt of written notice thereof from the City;
2. The filing, execution or occurrence of: (a) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation, (b) a petition in bankruptcy by Consultant; (c) an adjudication of Consultant as bankrupt or insolvent; (d) an assignment or petition for assignment for the benefit of creditors; or
3. If Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control.

B. Remedies

Upon the happening of any one or more of the events as set forth in paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Without waiving such default, to pay any sum required to be paid by
2. Consultant to others than the City and which Consultant has failed to pay under the terms and conditions of this Agreement. Consultant shall

repay to the City, on demand, any amount so paid by the City, with interest thereon at eight percent (8%) per annum from the date of such payment and all expenses connected therewith including all costs;

2. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions of this Agreement,

3. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance of this Agreement, all without terminating this Agreement; and/or

4. Terminate this Agreement.

C. Rights and Remedies Not Exclusive

All rights and remedies granted to the City herein and any other rights and remedies which the City may have at law and/or in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights to later terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

SECTION XIV. EQUAL OPPORTUNITY

This Agreement is a "contract", and Consultant is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976.

During the term, Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.11 C.O., attached as Exhibit "H" and made a part of this Agreement. A copy of such Clause shall be made a part of every subcontract or agreement entered

into for goods or services, and shall be binding on all persons, firms and corporations with whom Consultant may deal.

SECTION XV MISCELLANEOUS

A. Consultant agrees that no representation or warranties of any type shall be binding upon the City and PMC, unless expressly authorized in writing herein.

B. Nothing contained in this Agreement shall be deemed to constitute the City, PMC, and Consultant as partners in a partnership or joint venture for any purpose whatsoever.

C. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.

D. . . The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

E. In the event that any term(s) or provision(s) of this Agreement shall be held invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such invalidity, illegality or unenforceability should not affect any other term or provision of this Agreement and this Agreement shall be interpreted and construed as if such term(s) or provision(s) had never been contained herein, to the extent the same has been held to be invalid, illegal or unenforceable.

F. This Agreement may be executed in any number of counterparts; each of which, when so executed and delivered, shall be deemed an original but such counterpart together shall constitute but one and the same instrument.

G. In the event of any conflict between the provisions of this Agreement and its Exhibits, these documents shall be given priority in the following order: (1) the main body of this Agreement; (2) the exhibits to this Agreement other than the RFP and Consultant's Proposal; (3) the RFP; and (4) Consultant's Proposal.

The following attached documents are incorporated with and made a part of this Agreement:

1. Exhibit "A" - City's Request for Proposal
2. Exhibit "B" - Consultant's Proposal and Clarification Responses
3. Exhibit "C" - Project Schedule
4. Exhibit "D" - Staffing and Fee Table

5. Exhibit "E" - Reimbursable Cost Distribution Table
6. Exhibit "F" - Division of Water's Reimbursable Expense Policy
7. Exhibit "G" - Non-Competitive Contract Bid Statement for
Calendar Year 2013
8. Ordinance No. 1540-09
9. Board of Control Resolution No.

ATTACHMENT B

FEE TABLE

Facility Plan for Secondary Sites PROJECT FEE TABLE

| | Prime/ CSB/Non- CSB | Task 1 Preliminary Inspection & Work Plan | | Task 2 Detailed Site Inspections | | Task 3 Reviews & Recommendations | | Task 5 Compilation of Final Report | | TOTAL FEE (Tasks 1,2,3 & 5) |
|---|---------------------------|--|-------------|--|-------------|--|-------------|---------------------------------------|-------------|------------------------------------|
| | | Hours | Labor Fee | Hours | Labor Fee | Hours | Labor Fee | Hours | Labor Fee | |
| Prime Consultant [insert name] | Prime | | \$ - | | \$ - | | \$ - | | \$ - | |
| Subconsultant 1 [insert name] | CSB | | \$ - | | \$ - | | \$ - | | \$ - | |
| Subconsultant 2 [insert name] | CSB | | \$ - | | \$ - | | \$ - | | \$ - | |
| Subconsultant 3 [insert name] | Non-CSB | | \$ - | | \$ - | | \$ - | | \$ - | |
| Subconsultant 4 [insert name] | | | \$ - | | \$ - | | \$ - | | \$ - | |
| [additional names as needed] | | | | | | | | | | |
| TOTAL | | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | |
| TASK 4 (Project Definition Reports) ALLOWANCE | | | | | | | | | | |
| \$250,000 | | | | | | | | | | |
| OPTIONAL WORK ALLOWANCE | | | | | | | | | | |
| \$150,000 | | | | | | | | | | |
| REIMBURSABLES ALLOWANCE | | | | | | | | | | |
| \$100,000 | | | | | | | | | | |
| GRAND TOTAL | | | | | | | | | | |

Authorized Signature:

Date:

ATTACHMENT C

STAFF PROXIMITY TABLE

Please fill out and attach this table as the last page in your qualifications' proposal.

Staff Proximity Table

| | Name/Description of office | Address and Distance from CWD* | Number of Engineers | | Non-engineering Staff | |
|---|--|--------------------------------|---------------------|--------------|-----------------------|--------------|
| | | | Prime | Rest of Team | Prime | Rest of Team |
| 1 | Metro-Cleveland Office | | | | | |
| 2 | Closest Office Outside Metro Cleveland | | | | | |
| 3 | Nearest Regional Office | | | | | |

*Refers to CWD office located at 1201 Lakeside. Cleveland, OH 44114. Addresses are required for offices of the PRIME only.

ATTACHMENT D
REQUIRED CITY FORMS



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

SUBCONTRACTOR PARTICIPATION GOAL

PROFESSIONAL SERVICES CONTRACT

The Subcontractor Participation (Utilization) Goal for this contract is:

10% CSB Participation

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

<http://cleveland.diversitycompliance.com>

On the website, click on [CSB/MBE/FBE Registry](#).



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director
Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

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

**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 1 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/o eo>.

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: | |



SCHEDULE 4
CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

REASONS FOR MBE/FBE SUBCONTRACTOR UNAVAILABILITY

Instructions:

You may insert in Schedule 4, under the column *Reasons for Unavailability*, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

- A. Subcontractor did not respond to the Bidder's request for a quotation.
- B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
- C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
- D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
- E. Subcontractor stated it had insufficient time or information on which to prepare a bid.
- F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
- G. Other. (Explain in detail)

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/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | 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 the "Name" line 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 | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

| 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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see 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 payee has otherwise become a U.S. resident alien for tax purposes.

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See 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.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

Part II. Certification

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

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

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

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor [*] |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. 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 |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

REMITTING ADDRESS INFORMATION

| | | | |
|-----------------------|--------|---------------|--------------------|
| Address: | | | |
| City: | | State: | Zip: |
| Phone: | () | Ext.: | Fax: () |
| Contact: | | | |
| Payment Name*: | | | |

**If payment name is different from business name, please attach a detailed explanation.*

BANK INFORMATION

IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION

| | | | |
|----------------------|--------|-----------------------|--|
| Bank Name: | | Account #: | |
| Bank Contact: | | ABA/Routing #: | |
| Phone: | () | | |

Other questions or issues concerning this form may be addressed to:

TO BE COMPLETED BY THE CITY OF CLEVELAND PLEASE DO NOT WRITE IN THIS SECTION

| | | |
|--|---|---|
| Business Classification: | Female Business Enterprise <input type="checkbox"/> YES <input type="checkbox"/> NO | Minority Business Enterprise <input type="checkbox"/> YES <input type="checkbox"/> NO |
| City of Cleveland Certification Number: | | |
| FOB Point: | | Payment Terms: |
| Discount Payment Terms: | | Order Minimum: |
| Are Price Breaks Available? | | Line Minimum: |
| Standard Lead Time: | | |
| Standard Shipping Method: | | |
| Price Catalogue on disk/CD: | | |

Approved by Commissioner of Accounts _____

Date _____



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2015
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: _____

Entity's Mailing Address: _____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the %Mayor+ and %Mayor's Committee+ means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

_____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

_____ SOLE PROPRIETORSHIP

_____ TRUST

_____ INCORPORATED PROFESSIONAL ASSOCIATION

_____ ESTATE

_____ UNINCORPORATED ASSOCIATION

_____ PARTNERSHIP

_____ LIMITED LIABILITY COMPANY

_____ JOINT VENTURE

For purposes of Section II, a %principal+ means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION
_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a principal means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2013 and December 31, 2014.
- _____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____
 Signature _____ Date _____
 Telephone No. _____
 (Area Code) _____

STATE OF _____)
) SS:
 COUNTY OF _____)

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

Notary Public _____
 Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
 _____ INELIGIBLE _____
 DATE _____

**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.

CHEC 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.

ATTACHMENT E
REIMBURSABLES POLICY

**City of Cleveland
Professional Services Contracts
Reimbursables Policy
01/01/2014**

The following constitutes the City of Cleveland's Reimbursables policies to be used in the City's Professional Services Contracts.

1. Direct Labor vs. Reimbursables

All expenditures in Professional Service Contracts shall fall into one of two categories: Direct Labor, and Reimbursables. Direct Labor shall mean the hourly work (billed by the appropriate hourly rates and multipliers) of the Prime Consultant and all identified Professional Subconsultants. Any expenditure that is not the Direct Labor of the Prime Consultant nor the Subconsultants shall be considered a Reimbursable expenditure.

2. Labor Multipliers

In order to be considered responsive, the Prime Consultant and each Subconsultant shall submit with its proposal the labor multipliers to be used on this project. Each Prime Consultant and Subconsultant shall acknowledge that the following items are included in their multipliers:

| | |
|--------------------------------|----------------|
| <u>2.1 Direct Labor</u> | <u>100.00%</u> |
|--------------------------------|----------------|

2.2 Fringe Benefits:

Vacation
Holiday
Sick Time
Career Development
Incentive Compensation
Cap Contribution
Social Security Taxes
State Unemployment
Federal Unemployment
Health & Dental Insurance
Worker's Compensation
Retirement

2.3 Overhead Salaries

Admin. & Office General
Committees & Societies
Bids & Proposals
Technical Research
Marketing
Strategic Programs

2.4 Overhead Expenses

Admin & Office General Travel
Committees and Societies
Bid & Proposal Costs
Technical Research
Marketing
Strategic Programs
* Rent Expense
* Telephone & Telegraph
* Engineering & Office Supplies
* Engineering & Office Printing
Depreciation
* Furniture & Equipment Rental
Subscriptions
Dues to Professional Societies
Repairs
* Postage
Library
* Lease Car
Temporary Help
Recruiting
* Computer Expense
Audit & General Legal
Consulting Fees
General Insurance
Professional Liability Insurance
Misc. & Other
Legal Expenses
Home Office Allocations
Real Estate/Property Tax
Fringe Benefits on Overhead Salaries
Profit

The portions of the items designated by an asterisk (*) above that are not dedicated to this project shall be included in the Consultant's multipliers. The Project portion of the asterisked items (*) shall be subject to the other conditions enumerated in this policy. The Consultant shall ensure that all portions of all other items listed above are included in its multipliers, and not include portions in the reimbursables submittal. The Consultant shall also ensure that all of the following indirect labor is included in the multiplier and not in the direct labor fees: executives; business development staff; accountants; overtime, except where required by law; and time devoted to contract preparation.

3. Reimbursables List

The Consultant shall submit with its Proposal an extensive and detailed list of all expected reimbursable items, with estimated cost. This list shall be finalized, in a format approved by the City, during contract negotiation. No other reimbursable expenses will be allowed on the project, unless pre-authorized by the City in writing.

Each quarter, the Consultant shall submit, for the City's review and approval, an updated projection of the reimbursables list. This projection shall indicate each item in the reimbursables list, and for each item, the original budget amount, the most recently approved budget amount, the amount spent to date, the estimated amount still needing to be expended, and the new, requested budget amount, if needed. The Consultant will be allowed to recommend moving funds between items, but the City must grant such approval in writing. The Consultant shall not be allowed to expend funds on any line item in excess of the approved budget amount for that line item, until the City approves a modification to the budget amounts that would allow for such expenditures.

4. Invoicing

The Consultant shall submit monthly a separate invoice for reimbursable expenditures. Each invoice shall be delivered to the City in less than 30 calendar days after the end of the month being billed for, and normally with the monthly labor invoice. Such reimbursable invoices shall be in a format approved by the City, and shall include all necessary supporting documentation as called for elsewhere in this policy. Such supporting documents shall be properly dated, legible and reproducible.

5. General Qualifications for Reimbursables

In general, items procured that are not Direct Labor must be devoted at least 50% of the time to the project during the duration of the project in order to be considered for direct cost reimbursement. Expenses on items (including Class 2 travel) devoted more than 50% but less than 100% to this project shall be pro-rated, with only that portion devoted to the project being billed for. Items devoted less than 50% to this project shall be included in the Consultant's multiplier. Use of items previously owned or leased by the Consultant (such as computer or CAD workstations), regardless of how much devoted to this project, shall be included in the multiplier and not be billed as a direct cost reimbursable. Assets purchased as a reimbursable for this project shall be turned over to the City when the Consultant no longer has need for them on this project. All reimbursables shall be paid on actual costs, supported by actual receipts, unless otherwise indicated. **Direct cost reimbursable items shall have no markup or multiplier applied to them.**

No expenditures for individual reimbursable items over \$10,000 shall be made without prior written approval of the City. The City reserves the right to direct the Consultant to terminate making reimbursable expenditures on any and all categories and expenses.

6. Office Expenses

In some cases the City will allow and even expects the Consultant to establish a Project Office dedicated solely to a project and from which no other business shall be conducted. In such cases, the Consultant can include the following expenses generated by the Project Office either in the multipliers, or in the reimbursables provided actual invoices are submitted:

- Equipment maintenance
- Recurring communication expenses (including leased lines, cellular phones, pagers, telephones)
- Office Supplies
- External reproduction/binding
- Film developing
- Postage
- Office rent

It must be clear in the Consultant's proposal whether all such and similar expenses are accounted for in the reimbursables or in the multipliers.

For a Consultant with a dedicated Project Office, those office expenses generated by other offices (the Prime's other offices, Subconsultants' offices) can be paid as a direct cost reimbursable only if the item is 100% devoted to this project (e.g. postage and long distance phone calls made on behalf of this project), and only if backed up by actual invoices. Otherwise, all non-Project Office expenses (e.g. rent for other offices) must be included in the Consultant's or Subconsultants' multipliers.

For projects in which there is no dedicated Project Office, the Consultant can include as reimbursables only those office expenses devoted 100% to this project (like postage and long distance calls made on behalf of this project,) and only when supported by actual invoices. Office expenses less than 100% devoted to this project (like rent, utilities, use of Consultant's computer workstations) must be included in the Consultant's multiplier. Smaller items, such as office supplies and hand calculators, even if 100% dedicated to the project, shall be included in the Consultant's multiplier.

It is anticipated that any necessary trailer space for the Consultant at the project/construction site will be provided by the construction contractor.

7. Equipment

Equipment to be purchased or leased that will be at least 50% dedicated to this project, and meeting the other qualifications above, including computer hardware and software, fax machines, copying equipment, plotters, printers, communication equipment, cameras/camcorders, overhead projectors, and warlike talkies, can be included with the direct cost reimbursables for this project. It is expected that virtually all equipment needing to be acquired, especially computer hardware, shall be leased as opposed to purchased. Only in special cases (such as specialty software like Primavera)

and only with the prior approval of the City, shall a Consultant be allowed to purchase equipment for this project. The Consultant shall provide copies of the lease agreements and shall include with its invoices copies of its invoices from the supplying vendor.

8. Vehicles and Local Travel

In some cases the City will allow the Consultant to obtain Project Vehicles, dedicated solely to this project. Project Vehicles shall be leased only, not purchased. Copies of the leasing agreement and vendor invoices must be submitted for direct cost reimbursement. Related Project Vehicle costs, such as fuel, parking, maintenance, and insurance shall be included in direct cost reimbursables, and shall be paid on actual costs, supported by actual invoices.

For the use of personal (i.e. non-Project) vehicles, the Consultant shall be paid at the per mile rate (\$0.565 per mile as of January 1, 2013) that the City pays internally to its staff for mileage. For such vehicle use, the Consultant shall be paid out of direct cost reimbursables, but only if the travel is work related, outside of the Division of Water's Service area, and non-routine. Only that portion of the trip that is outside of the Division of Water's Service Area shall be eligible for reimbursement. The Consultant shall submit to the City an approved mileage log with its monthly invoices. Expenses related to all other use of personal vehicles (travel within the Division of Water's Service Area, parking, tolls, etc.) shall be included in the Consultant's multipliers.

9. Markup on Subconsultants

Indirect costs related to the Subconsultants, like the liability/risk of hiring Subconsultants, Subconsultant oversight, cost of negotiations/business procurement, and interest on cash flow, shall be included in the Consultant's multipliers. Any other actual direct cost shall be billed as a reimbursable expense supported by actual invoices. Effort expended on managing Subconsultants shall be billed as a direct labor charge. **The Consultant shall not include in the direct cost reimbursables any indirect costs or markups on Subconsultants' labor or reimbursables.**

10. Special Services

Special Services, used solely for the benefit of this project and not performed by the Prime Consultant or by the Subconsultants, such as electrical testing, hazardous material testing, training, deliveries, diving services, office and field office setups and maintenance, and telephone and network installations and maintenance, shall be included in the direct cost reimbursables. All such services must receive prior written permission from the City. **No markups or other indirect handling costs on these Special Services shall be included in the direct cost reimbursables.** The Consultant shall include any such indirect costs or markups in its multipliers. Any direct labor involvement by the Prime Consultant or Subconsultants in managing these services shall be billed in the labor charges.

11. Personal Allowances

Reimbursement on all items in this category shall be from the direct cost reimbursables, supported by actual receipts and invoices, except as noted. All regulations in this category shall apply to the Prime Consultant, all Subconsultants, and Special Services staff. Consultant's staff shall be classified into four classes:

Class 1. Staff Already Living in the Greater Cleveland Area.

Class 2. Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice To Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.

Class 3. Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.

Class 4. Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.

- **11.1 Class 1:** Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.
- **11.2 Class 2: Travel:** Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable.
- **11.3 Class 2: Per Diem Expenses:** Class 2 daily expenses for meals, telephone, etc. shall be paid out of direct cost reimbursables, based on actual costs, with actual receipts submitted with invoices. Reimbursement shall not be made for alcohol, private phone calls, nor for meals for guests or associates of Class 2 staff. Gratuities of up to 15% on meals shall be allowed, but no other gratuity of any type shall be allowed. If a weekend or other non-workday occurs in the middle (but not at either end) of a Class 2 person's stay, that person shall be entitled to per diem and lodging expenses for those non-work days. For days worked in the Cleveland office, Class 2 daily expenses for meals, telephone, etc. shall not exceed \$40.00/day to cover all travel and living expenses other than airfare (actual receipts are required); actual expenses for airfare will be reimbursed when travel takes place and must be submitted with supporting receipts, with travel to/and from the airport in Cleveland covered at actual cost, with receipts required. Travel to the airport from home, and travel from the airport back home is not a reimbursable expense.

- **11.4 Class 2 Lodgings and Related Services:** Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.
- **11.5 Class 2 Commute Time:** Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.
- **11.6 Class 3 Travel:** Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursables.
- **11.7 Class 3 Per Diem Expenses:** Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursables. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed \$40.00/day per individual in the Cleveland area. This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are required. Travel to/and from the airport in Cleveland is covered at actual cost, with receipts required.
- **11.8 Class 3 Lodgings:** Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for weekend and other non-working days shall be reimbursable. In no case shall rent exceed a cap of \$1,000/month per person.
- **11.9 Class 3 Inflation:** Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.

- **11.10 Class 4 Relocation Expenses:** Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualify for relocation expenses. Class 4 staff qualify for relocation expenses, but for no other Personal Allowance expenses.
- **11.11 Travel to a Work Site Other than Cleveland:** Travel to a site outside of Cuyahoga County and outside of the Division of Water's Service Area that is for a project related purpose (such as witnessing a pump test) shall be allowed. Consultants shall propose such travel in their project proposal. Each specific trip must be approved in advance by the City. Class 2 regulations as listed above shall govern this type of travel. The time spent traveling, and the time spent at the alternate site, are billable as a labor expense, provided such time occurs during normal business hours.

12. Taxes

Purchases for this project are exempt from state and local sales taxes. The Consultant shall use the City's tax exempt number (available as necessary) for such purposes.

City of Cleveland Project Reimbursables

Department of Public Utilities

Division of Water

Project: Facility Improvements Plan for Secondary Sites

Date: November 2014

This project will allow (but not exceed):

Personal Allowances:

Class 2 Allowance \$ 10,000

Class 3 Allowance \$ 10,000

Class 4 Allowance \$ 10,000

Other:

of Project Vehicles Allowed None

A Project Office Shall Be X Disallowed

 Allowed

 Required

ATTACHMENT F
AUTHORIZING ORDINANCE

Ord. No. 1554-13.

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

An emergency ordinance determining the method of making the public improvement of maintaining and improving the interior and exterior of various buildings, sites, and related systems; authorizing the Director of Public Utilities to enter into one or more public improvement contracts for the making of the improvement; and authorizing the Director to employ one or more professional consultants to design the improvements, for a period up to two years.

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

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

Section 1. That, under Section 167 of the Charter of the City of Cleveland, this Council determines to make the public improvement of maintaining and improving the interior and exterior of various buildings, sites, and related systems, including but not limited to, design elements, structural layouts, and for roof, civil, mechanical, electrical, site and building systems and related work, for the various divisions of the Department of

Public Utilities, by one or more contracts duly let to the lowest responsible bidder or bidders after competitive bidding for a gross price for the improvement.

Section 2. That the Director of Public Utilities is authorized until December 31, 2016, to enter into one or more contracts for the making of the public improvement with the lowest responsible bidder or bidders after competitive bidding for a gross price for the improvement, provided, however, that each separate trade and each distinct component part of the improvement may be treated as a separate improvement, and each, or any combination, of the trades or components may be the subject of a separate contract for a gross price. On request of the director, the contractor shall furnish a correct schedule of unit prices, including profit and overhead, for all items constituting units of the improvement.

Section 3. That the Director of Public Utilities is authorized to apply and pay for permits, licenses, or other authorizations required by any regulatory agency or public authority to permit performance of the work authorized by this ordinance.

Section 4. That the Director of Public Utilities is authorized to employ by contract or contracts one or more consultants or one or more firms of consultants for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland to provide professional services necessary to design the improvements necessary to effectuate this ordinance. The selection of the consultants for the services shall be made by the Board of Control on the nomination of the Director of Public Utilities from a list of qualified consultants available for employment as may be determined after a full and complete canvass by the Director of Public Utilities for the purpose of compiling a list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Law, approved by the Director of Public Utilities, and certified by the Director of Finance.

Section 5. That the cost of the improvement contract or contracts and other expenditures authorized shall be paid from Fund Nos. 52 SF 001, 52 SF 245, 54 SF 001, 58 SF 001, and 58 SF 230, Request No. RQS 2002, RL 2013-151.

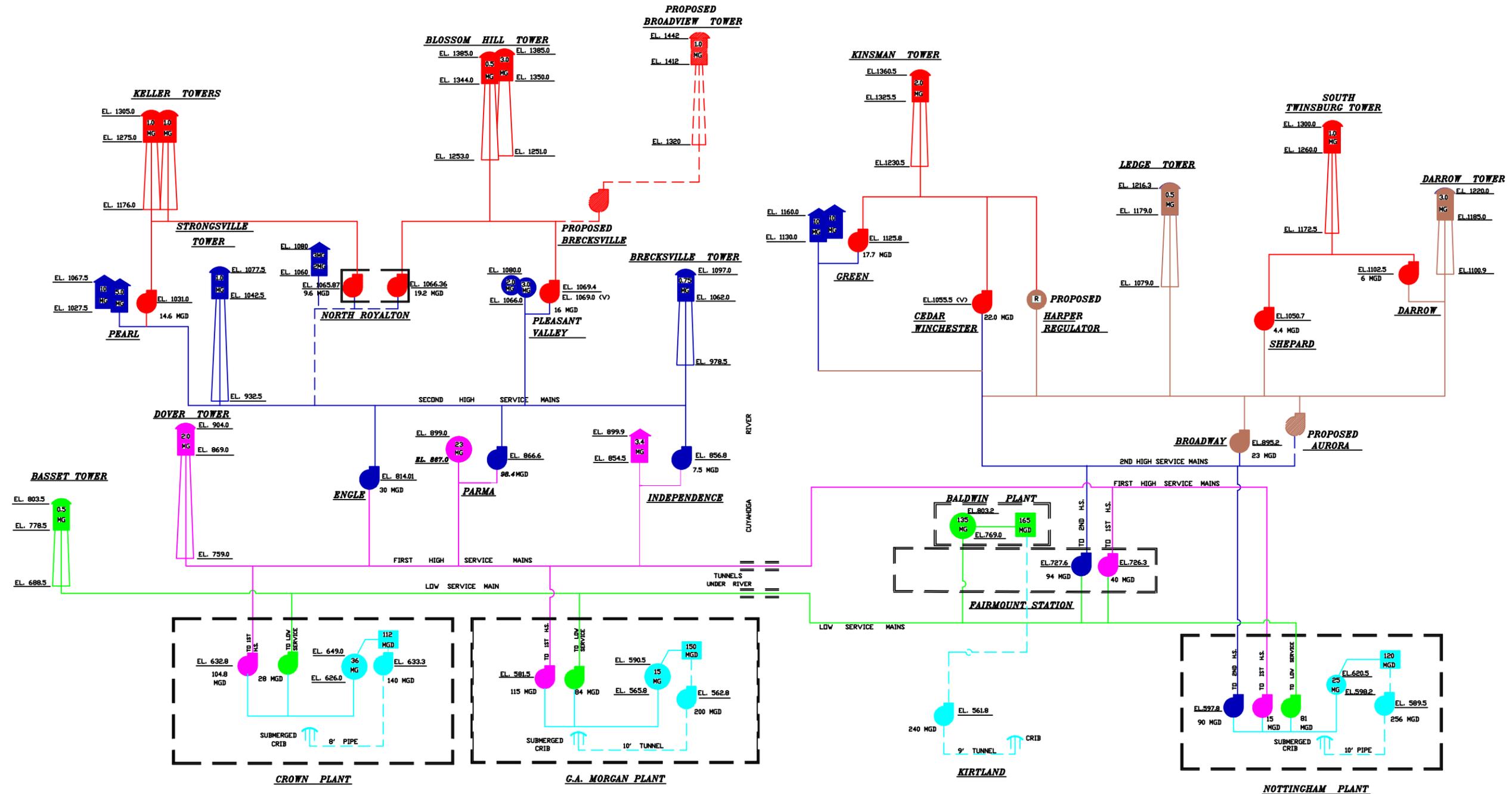
Section 6. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed February 10, 2014.

Effective February 11, 2014.

ATTACHMENT G

**DISTRIBUTION SYSTEM
SCHEMATIC**



| LEGEND | |
|----------|---|
| [Symbol] | FILTRATION PLANT |
| [Symbol] | OVERFLOW ELEV. |
| [Symbol] | BOTTOM ELEV. |
| [Symbol] | OVERFLOW ELEV. |
| [Symbol] | BOTTOM ELEV. |
| [Symbol] | PIER ELEV. |
| [Symbol] | OVERFLOW ELEV. |
| [Symbol] | BOTTOM ELEV. |
| [Symbol] | PUMP ELEV. |
| [Symbol] | RATED CAPACITY |
| [Symbol] | SUBMERGED CRIB AND ABOVE WATER CRIB |
| [Symbol] | RAW WATER MAINS |
| [Symbol] | RESERVOIR |
| [Symbol] | WATER SERVICE MAINS |
| [Symbol] | MG—MILLION GALLONS |
| [Symbol] | ELEVATED |
| [Symbol] | MGD—MILLION GALLONS PER DAY |
| [Symbol] | TANK |
| [Symbol] | (V)—DENOTES VERTICAL PUMP (ELEV. MEASURED FROM ϕ DISCHARGE HEAD) |
| [Symbol] | PUMP |

| WEST SYSTEM | | |
|--------------------------------|-------------------------------|-----------------|
| BASSETT TOWER | 1820 BASSETT RD. | WESTLAKE |
| BLOSSOM HILL TOWER | 4200 OAKES RD. | BRECKSVILLE |
| BRECKSVILLE TOWER | 9027 HIGHLAND RD. | BRECKSVILLE |
| CROWN PLANT | 955 CLAGUE RD. | WESTLAKE |
| G.A. MORGAN PLANT | 1245 WEST 45TH ST. | CLEVELAND |
| DOVER TOWER | 4930 DOVER CTR. RD. | NORTH OLMS TED |
| ENGLE STATION | 6800 ENGLE RD. | MIDDLEBURG HTS. |
| INDEPENDENCE STATION | 6531 BRECKSVILLE RD. | INDEPENDENCE |
| KELLER TOWER | 957 PEARL RD. | BRUNSWICK |
| PARMA RESERVOIR & STATION | 5953 DEERING AVE. | PARMA HTS. |
| PEARL STATION & TANK | 18640 PEARL RD. | STRONGSVILLE |
| PLEASANT VALLEY RES. & STATION | 5711 WEST PLEASANT VALLEY RD. | PARMA |
| STRONGSVILLE TOWER | 18778 ROYALTON RD. | STRONGSVILLE |
| NORTH ROYALTON | 15950 RIDGE RD | NORTH ROYALTON |

| EAST SYSTEM | | |
|------------------------------------|-------------------------|-----------------|
| BALDWIN PLANT | 11216 FAIRHILL RD. | CLEVELAND |
| BROADWAY STATION | 1549 BROADWAY RD. | BEDFORD |
| CEDAR-WINCHESTER STATION | 27149 CEDAR RD. | LYNDHURST |
| DARROW TOWER AND STATION | 9877 DARROW RD. | TWINSBURG |
| FAIRMOUNT STATION | 2316 WOODHILL RD. | CLEVELAND |
| KINSMAN TOWER | 25100 CHAGRIN BLVD | BEACHWOOD |
| KIRTLAND STATION | 4901 SOUTH MARGINAL RD. | CLEVELAND |
| LEDGE TOWER | 238 LEDGE RD. | NORTHFIELD VILL |
| NOTTINGHAM PLANT | 1230 CHARDON RD. | EUCLID |
| SHEPARD STATION | 1044 SHEPARD RD. | MACEDONIA |
| WARRENSVILLE RESERVOIR AND STATION | 4095 GREEN RD. | BEACHWOOD |
| SOUTH TWINSBURG TOWER | 8021 BAVARIA RD. | TWINSBURG TOWP. |

| REVISIONS | | | | | |
|-----------|----------|------|-----|------|----|
| NO. | DATE | BY | NO. | DATE | BY |
| 1 | 10/06/00 | W.M. | | | |
| 2 | 04/30/03 | W.M. | | | |
| 3 | 05/05/03 | W.M. | | | |
| 4 | 11/10/03 | W.M. | | | |
| 5 | 06/03/04 | W.M. | | | |
| 6 | 04/07/05 | W.M. | | | |
| 7 | 07/06/13 | W.M. | | | |
| 8 | 09/20/14 | W.M. | | | |
| 9 | 08/20/14 | B.P. | | | |

CITY OF CLEVELAND

DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF WATER
CLEVELAND, OHIO

SUBJECT: CLEVELAND DISTRIBUTION SYSTEM
SCHEMATIC DRAWING

| | |
|--------------------|-----------|
| DRAWN BY W.MOSELEY | SCALE N/A |
| DESIGNED BY | 10/3/97 |
| CHECK BY | No. 1339B |