



INVITATION TO BID

(This is not an order.)

CITY OF CLEVELAND

Division of Purchases & Supplies
 601 Lakeside Avenue
 Room 128
 Cleveland, OH 44114

Buyer: Gregory Hart
 216-664-7076
 ghart@clevelandohio.gov

Requestor: Richard Switalski
 216-664-2390
 rswitalski@city.cleveland.oh.us

Procurement Folder	RFB No.	RFB Description	
151934	RFB 0103 202500000000100	SIDEWALK REPAIR	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
March 28, 2025 3:00 PM		0103	March 28, 2025 3:00 PM

SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Sidewalk, Remove & replace		From To	

PLEASE SEE ATTACHED PDF FOR ADDITIONAL INFORMATION AND SPECS

WARD 1 AND 2

Ship To:
Engineering and Const. - Admin Engineering and Const. - Admin 601 Lakeside Ave, Room 518 Cleveland, OH 44114

Vendor Response		
	Contract Amount	
	\$	

Vendor Response	Vendor Total Amount for Items	Vendor Total Amount for Services	Payment Discount Offer	
	\$	\$	%	Day(s)

TERMS OF DELIVERY

- Price quoted shall be F.O.B. delivered to the place designated on purchase order. No other terms will be acceptable.
- Delivery quoted must be stated in terms of work days after receipt of the order.
- All charges for shipping must be included within the Unit Price for each item quote unless otherwise designated by a separate line with a specified dollar amount inclusive of all shipping charges.
- No freight charges will be considered nor processed for payment unless apart of the original quote submitted prior to bid award.

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

Shipping/Freight Charges

ALL CHARGES FOR SHIPPING MUST BE INCLUDED WITHIN THE UNIT PRICE OF EACH QUOTE UNLESS OTHERWISE DESIGNATED BY A SEPARATE LINE ITEM WITH A SPECIFIED DOLLAR AMOUNT INCLUSIVE OF ALL SHIPPING CHARGES.

NO FREIGHT CHARGES WILL BE CONSIDERED NOR PROCESSED FOR PAYMENT UNLESS APART OF THE ORIGINAL QUOTE SUBMITTED PRIOR TO BID AWARD.

Call Buyer Only

Bidders must address all questions to the Buyer (See Above.) Do NOT contact the "Requestor." Contract only the Buyer listed above.

No Price increase

This Purchase Order does not permit price increases.



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Missing information

It is each bidder's individual responsibility to determine for themselves, in advance of bid submission, the accuracy and completeness of any and all information in an RFB. If a potential bidder does not notify the Division of Purchases and Supplies in advance of the bid opening date of any possible discrepancy then any such discrepancy or erratum cannot be the basis for a protest of award. Contact the Buyer immediately if there is a question of accuracy or completeness in these bid documents.

BIDDER MUST COMPLETE & SIGN BELOW

NAME OF THE FIRM:		
STREET ADDRESS:		
CITY:	STATE:	ZIP CODE:
FED ID # / SSN #:		
PHONE NO.:	FAX NO.:	
EMAIL ADDRESS:		
PLEASE PRINT CONTACT NAME:		
AUTHORIZED SIGNATURE:	DATE:	

All bids and related documents must be enclosed in a sealed envelope and marked with the RFB number.

RETURN BID TO: Division of Purchases & Supplies
601 Lakeside Ave
Room 128, City Hall
Cleveland, OH 44114

Effective Immediately: In accordance with Codified Ordinance 181.13 (I) the City shall receive competitive sealed bids through email. All City of Cleveland bids estimated to be less than 50K in value will be submitted and received electronically via email. All bids must be emailed to CityofClevelandbids@clevelandohio.gov. Upon receipt of your bid, you will receive a reply indicating your bid has been received.

Bidder's Instructions

See enclosed Terms & Conditions. Read and follow all terms and conditions of the bid.

Bids must be submitted to CityofClevelandbids@clevelandohio.gov, the Document ID Number and Buyer's Name must be identified in the email subject line. Also clearly state the Document ID Number, Bid Description, Buyer's Name and Closing Date.

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

Northern Ireland Affidavit must be completed, signed and included with each bid.

The bid must be submitted to: CityofClevelandbids@Clevelandohio.Gov

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

The bid documents must include:

- The Document ID Number and Buyers Name in email subject line
- PDF File of Request For Bid Form
- Terms & Conditions.
- Northern Ireland Affidavit.

Contact the Buyer immediately at the number on the Bid Form if you do not have all the required documents.

TERMS AND CONDITIONS

1. **Acceptance of Purchase Order.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Cleveland any of the goods ordered herein or renders for the City any of the services ordered herein. If this Purchase Order has been issued by the City in response to an offer, then the issuance of this Purchase Order by the City shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the City and shall not be binding upon the City unless specifically accepted by the City in writing.
2. **Entire Agreement.** This order, the instructions to bidders, the Request for Bid, the Bid Schedule of Items, and any specification and/or other attachments, if any, incorporated hereby by reference, constitute the entire agreement between the parties and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such matter.
3. **Indemnification.** Seller shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, demands, liabilities, losses, suits, cause of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from the personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission of Seller or its agents, employees, subSellers or suppliers, in the furnishing of the goods covered by this PO, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report or other technical bulletin as is furnished or used by the City, or because of the failure of such goods to be produced in compliance with the requirements of this PO.
4. **Limit of Liability.** In no event shall the City be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The City's liability on any claim arising out of or connected with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
5. **Remedies.** The city's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
6. **Default.** Payment or acceptance of any items after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries. The City reserves the right to reasonable testing and inspection before payment or acceptance. The City's failure to inspect and accept or reject goods, materials, or articles shall not relieve Seller from liability for tender or delivery of nonconforming goods nor constitute a waiver of any of the City's rights or remedies for breach of contract. The City reserves the right to reject any or all items not in conformity with the specifications noted within this purchase order in any respect.
7. **F.O.B. Destination.** Freight terms are F.O.B. Destination, Freight Prepaid, unless otherwise approved in writing by the Commissioner of Purchases and Supplies.
8. **Non-Assignment.** Neither this contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the City.
9. **Patent, Trademark or Copyright Infringement.** Seller agrees to defend, entirely at its own expense, all claims, demands, and actions that may be asserted against the City for all alleged patent, trademark, and/or copyright infringement resulting from the use or resale of goods covered by the PO, and to indemnify and hold the City harmless against all costs, expenses, legal fees, and judgments related to such claims, demands, and actions.
10. **Timing.** Time is of the essence in this contract. Failure to deliver within the time specified shall entitle the City, in addition to any other rights or remedies, to cancel this order and purchase the goods elsewhere, in which event the Seller shall be responsible for any increase in cost.
11. **Implied Warranty.** In addition to its standard warranty, Seller warrants that all goods supplied will be free and clear of all liens and encumbrances, good and merchantable title being in the Seller. Upon receipt by Seller of payment, good and merchantable title will vest in the City. All goods will be free from any defects in design, materials or workmanship and will be of good and merchantable quality. All goods will conform to the City's specifications or the approved sample as the case may be, and will be fit for the known purposes for which purchased, and that Seller will not substitute anything without the City's written consent.
12. **Change Orders.** No changes in the PO, its prices, terms, conditions, length, or attachments are permitted, without the City's prior written approval.
13. **Cancellation.** The City shall have the right to cancel this order, or any undelivered portion of this order, without cause, and its liability for such cancellation shall be limited to Seller's actual cost for work and materials applicable solely to this order that have been expected when Seller receives notice of cancellation. The City may, at its option, cancel this order without liability to Seller (except for conforming shipments the City previously accepted) if Seller (a) ceases to exist, (b) becomes insolvent, (c) becomes the subject of bankruptcy or insolvency proceedings, or (d) commits a breach in the performance of any obligation under this agreement or of any other written agreement with the City of Cleveland.
14. **Compliance with Laws.** Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the goods and performance of the services. Seller shall defend and hold the City harmless from any losses, damages, or costs arising from or caused in any way by Seller's actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation.
15. **Access to Records.** Seller shall provide access to pertinent records relative to this contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.
16. **Material Safety Data Sheets:** Any substance delivered as a part of this order must be properly labeled in accordance with all applicable regulations and must be accompanied by a Material Safety Data sheet (MSDS).
17. **Venue.** Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in Cuyahoga County in the State of Ohio. Pending settlement on final decision of any dispute, Seller shall proceed diligently with the performance of this order in accordance with the City's direction. The Charter and Ordinance of the City of Cleveland shall govern.
18. **Tax.** Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials, without the prior issuance of a signed Tax Exemption Certificate. A Tax Exemption Certificate is available upon written request.
19. **Documentation.** Seller shall clearly mark all documentation with the applicable valid PO number.
20. **Payment Terms.** Payment will be made in accordance with the terms on the face of this contract, or the Seller's invoice, whichever are more favorable to the City and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the City. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the city. Unless otherwise stated in the PO, the terms of payment shall be net 30 days from the receipt of a proper invoice. It shall be understood that the cash discount period, if any, to the City will date from receipt by the City of acceptable goods and invoice and not from date of invoice.
21. **Insurance.** Unless otherwise stated in the specifications, whenever labor is involved, the Seller shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the services, materials, equipment and/or supplies provided to the City. The insurer(s) must be licensed for business in the State of Ohio and maintain an A.M.Best rating of no less than A: VII or be an insurer approved by the City. The Seller shall submit all required insurance certificates to the City before commencing work. The City is to be added to each policy as an additional insured. The Seller shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from the carrier of any cancellation or reduction of the coverage or policy. Seller must demonstrate the following minimum insurance coverage in accordance with the estimated value limits: 1) **Purchases less than \$50,000:** General Liability Insurance, with a \$500,000 combined single limit. 2) **Purchases \$50,000 and over:** General Liability Insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. Automobile Liability Insurance must be in effect for any owned, hired and non-owned vehicle used in the performance of the work, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage. The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Seller. The Seller's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Seller.
22. **Workman's Compensation:** Whenever labor is involved, the Seller shall subscribe to and comply with the Workmen's Compensation Laws of the State of Ohio and pay such premiums as may be required there under and to save the City harmless from any and all liability arising from or under said act. He shall also furnish a copy of the official certificate or receipt showing the payments herein referred to before commencing any work.
23. **Authority to Bind.** All parties to this order agrees that the representatives named herein, including in all attachments, possess full and complete authority to bind said parties.
24. **Inspection and Acceptance.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without written authorization from the Commissioner of Purchases and Supplies. Such return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
25. **Non-appropriation of Funds.** As with any other public entity, an Agreement, Contract, or issuance of Purchase Order by the City is contingent upon the legal availability of funding and the allocation of said funds. The City reserves the right to cancel any ongoing Agreement, Contract, or Purchase Order immediately, by giving written notice to the Seller, in the case of a failure by the appropriating body to appropriate funds or funding for the specific project, commodity or service.
26. **Equal Opportunity.** This Agreement is a "contract", and the Seller is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term of this Purchase Order, the Seller shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., and herein made a part of this Agreement by reference. A complete copy of the Equal Opportunity Clause is available at the City of Cleveland website.

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor
By: _____
Title: _____

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



WAGE THEFT AND PAYROLL FRAUD DISCLOSURE

SUMMARY:

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

INSTRUCTIONS:

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

DEFINITIONS:

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported



payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

“Service Contract” means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

“Wage Theft” means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

CHECK WHICHEVER IS APPLICABLE:

(A) () The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B) () The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: _____

Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Date: _____



**City of Cleveland
Mayor's Office of Capital Projects
Division of Engineering and Construction**

Contract and Specifications

**For
50/50 Sidewalk Residential Replacement Program
Ward 1 & 2**

March 2025

Table of Contents:
2025 50/50 Sidewalk Residential Replacement Project

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10 *	Bidders Checklist	5

Items with asterisk (*) shall be completed and/or signed as part of the bid package

All pages and paragraphs of the specifications are numbered. It is the responsibility of each bidder to insure that the errors or omissions are called to the attention of the Division of Purchases and Supplies and to request a correct copy of these specifications

Ordinance No. 1025-2023

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

An emergency ordinance determining the method of making the public improvement of repairing, constructing, or installing various roadway and bridge improvements, including but not limited to, asphalt resurfacing, concrete repairs, bus pads, sidewalks, driveways, curbs, brick streets, ADA-compliant curb ramps, minor bridge repairs and crack sealing; authorizing the Director of Capital Projects to enter into one or more public improvement requirement contracts for the making of the improvement; authorizing the director to apply for and accept any gifts or grants; and authorizing any agreements, for a period not to exceed two years.

Approved by the Directors of Capital Projects; City Planning Commission; Finance; and Law; Committees on Municipal Services and Properties; and Finance, Diversity, Equity and Inclusion.

Motion by Council Member Jones to suspend the rules, Charter, and statutory provisions and place on final passage. Seconded by Council Member Slife.

The rules were suspended. Yeas 14. Nays 0.

Read third time in full.

Passed. Yeas 14. Nays 0.

Voting Yea: Bishop, Conwell, Gray, Hairston, Harsh, Howse-Jones, Jones, Kazy, Kelly, Maurer, McCormack, Polensek, Santana, Slife.

Voting Nay: None.

Absent: Griffin, Spencer, Starr.

Notice to Bidders

1. The Contract work shall be performed during the period of 12 months starting from the date of the Notice to Proceed. The Contractor shall complete the work required in full compliance with the specifications and shall be acceptable to the City Engineer or designated person.
2. The safety requirements of the State of Ohio, Ohio Administrative Code, and Chapter 4, 121:1-3 will be enforced during the contract term. The Ohio Bureau of Workers Compensation, Division of Safety and Hygiene book, "Specific Safety Requirements of the Ohio Bureau of Workers Compensation Relating to Construction", is hereby incorporated into these specifications.
3. An optional pre-bid conference for this project has been scheduled on **Wednesday March 19, 2025 at 1:00 pm.** It will be a recorded virtual Microsoft Teams meeting, which can be accessed by any of the methods described below:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 228 476 611 833

Passcode: u898Mv

Dial in by phone

[+1 216-306-2628,559053380#](tel:+12163062628559053380) United States,
Cleveland [Find a local number](#)

Phone conference ID: 559 053 380#

4. **Questions will no longer be accepted after March 21, 2025.**
5. **Bids will be opened on Friday, March 28, 2025 at 3 pm**
6. **The commencement of construction is anticipated to begin in April 2025.**
7. To support the participation of small businesses, this contract will be offered as a contract valued at under \$50,000.
8. **EVIDENCE OF ABILITY TO DO WORK.** - Bidders are required to complete and submit Exhibit A, the "Bidders Questionnaire," along with their bid. This document will confirm their competence and that they possess the necessary facilities and financial resources to deliver the materials and perform the work satisfactorily within the specified timeframe. This document will be taken into account when awarding the contract.

PART D – DETAIL SPECIFICATIONS

D-01 PROJECT SCOPE

The Contractor shall perform only such work under this Contract as the Administrative Manager of the Division of Engineering & Construction, or the Manager's designee, orders by signed work with, when necessary, one or more plan attachments.

The Division intends to utilize all unit items listed in this Contract on an "as needed" basis for existing and new construction ordered.

The Contract is subject to having at least two (2) separate crews. The City reserves the right to require additional crews as needed to complete the work. A crew will consist of all equipment and manpower required to complete the work within the allocated time as determined by the City.

D-02 SEASONAL SUSPENSION OF WORK

Prior to the seasonal suspension of work the Contractor all areas and locations disturbed by the contractor's operation must be restored to a safe and passable condition for pedestrian and vehicular access as determined by the Engineer.

Temporary sidewalk installation, if necessary, shall be constructed as per ODOT Item 608 concrete walk. Temporary street installation, if necessary, shall be constructed using 12" of ODOT Item 304 aggregate base per ODOT CMS with the dimensions for same to be approved by the Engineer.

Temporary work due to seasonal suspension of work will be maintained for the duration of the suspension and at the Contractors expense. All temporary work will be removed and replaced with permanent construction materials at the resumption of Contractor operations, weather permitting.

D-03 CONTRACTOR OVERTIME

Unless the requirement is specifically replaced in the City specifications, the Contractor shall pay for any overtime which requires City inspection. Prior to the commencement of construction the Contractor shall deposit a minimum of \$1,000 with the Division of Accounts to cover the City inspector's overtime costs.

Any remaining balance will be returned to the Contractor after the project has been completed. No additional compensation shall be given for such expense. If the deposit is exhausted before the end of the project, another minimal deposit of \$1,000 will be required before any additional overtime work is authorized. The estimated overtime rate for inspection shall be the current billing rate established by the City of Cleveland.

PART D – DETAIL SPECIFICATIONS

D-04 MOBILIZATION AND MAINTENANCE OF TRAFFIC (ITEM SPECIAL)

This work shall consist of Mobilization and Maintenance of Traffic for Work assigned.

The unit item cost shall include work and all incidentals necessary to mobilize onsite and maintain vehicular and pedestrian traffic with the exception of advance parking notice signage, the MOT plan, and detour routes, which shall be provided by the Division of Traffic Engineering through the Engineer. Law enforcement officers shall be provided through the Cleveland Police Department unless otherwise indicated under a separate bid item. The contractor shall furnish and maintain all necessary safeguards as detailed in ODOT Item 614 Maintaining Traffic so as to avoid damage and/or injury to vehicles and persons using the roadway during construction.

Examples of incidentals for mobilization include, but are not limited to, fuel costs, hourly equipment costs, and all labor, operator, supervisor, or administration costs for same. Examples of incidentals for maintenance of traffic include, but are not limited to, traffic compacted surface (Type A or B), temporary asphalt concrete walk, temporary ramping of driveways and/or castings, work zone pavement markings and signage, plastic drums, Type III barricades, lighting, flaggers, and administrative costs for same.

Unless directed by the Engineer, safe and satisfactory access for abutting properties and adjacent streets shall be maintained AT ALL TIMES by the Contractor through the use of partial width construction.

The contractor shall divert traffic from normal channels through the use of plastic drums, traffic signs, and pavement markings as per the work MOT plan. All construction traffic control devices used shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) for streets and shall be furnished, erected, maintained, and removed by the Contractor with the exception of the advance parking notice signage.

All existing lanes shall be open to traffic between November 15 and March 15.

Two-way traffic shall be maintained at all times on the side streets adjacent to the roadway location listed in the work and is incidental to the maintenance of traffic work.

The Contractor shall furnish and supply water for dust control as directed by the City at no cost to the City.

The construction drums and signage which become damaged by traffic for reasons beyond the control of the contractor shall be replaced in kind at no cost to the City when ordered by the City.

The acceptance and payment of the maintenance of traffic is subject to the Contractor setting a proper zone for the work as per the OMUTCD. At the acceptance of the work completion, all maintenance of traffic items shall be removed at no cost to the City when ordered by the City. In no case shall maintenance of traffic items be stored or remain in the right-of-way for more than thirty days.

PART D – DETAIL SPECIFICATIONS

D-05 MAINTAINING PEDESTRIAN ACCESS

Pedestrian Access to all property owners, including residences and businesses, shall be made available at all times during construction. The contractor shall make available during the construction, steel plates, bridges, or other means approved by the engineer to bridge across open excavations to provide pedestrian access full time (24 hr – 7 days a week) to abutting properties at locations determined by the Superintendent of Sidewalks. A minimum of 72 hours prior to starting the removal of any paved surface the contractor shall inform the residents by letter approved by the Superintendent of Sidewalks stating the extent of work, start of work date and a 24 hour phone number in which the contractor can be reached in case of emergency.

D-06 COMPLETE IN PLACE ITEMS

Items labeled “COMPLETE IN PLACE” in their item description shall include all the work necessary to accomplish the job; the work may include but not restricted to the following: saw-cut, removal, disposal, minor excavation, sub-grade compaction, furnishing and providing required sub-grade, dowelling holes, dowels, reinforcement, all form and material to build the structure, providing or cutting joints, joint fillers, joint sealers, curing agents, surface treatments, all surrounding disturbed area restoration and other relevant work which is necessary but not being paid separately.

D-07 CONSTRUCTION SCHEDULE

This specification replaces Part C-9 Contractor Schedule in the Supplemental Conditions.

For each work, the Contractor shall provide, at a minimum, a completion date for the work for each location. The Contractor shall also furnish weekly schedule updates during active construction seasons.

If requested by the City, the Contractor shall provide two (2) copies of the current construction schedule. This schedule must be provided within five (5) days of receipt of each work. The failure to providing a schedule in the allocated time will be considered a delay in the completion of the work.

The schedule duration for most local street resurfacing is expected to be no more than three weeks after the beginning of milling operations. The schedule will also include the clean-up and restoration of the work site work which will occur within fourteen (14) days after the completion of the work work along with removal of all forms, pins, and any other items brought to the site by the Contractor.

An excusable delay in the completion of the work work is defined in Part B-6 of the General Conditions. An extension of time to the work schedule will be granted for reasons as stated in Part B-6 and as determined by the City. No other compensation will be provided for delays in the completion of the work.

PART D – DETAIL SPECIFICATIONS

D-08 CONTRACTOR WORK HOURS AND NOISE CONTROL

The default Contractor work hours shall be an eight-hour day, five days a week for a maximum of 40 hours, unless a different work schedule has been submitted by the Contractor and approved by the City.

The Contractor shall restrict his working hours to those permitted by local or other applicable ordinance, laws and regulations unless a written variance has been accepted from the appropriate governing authorities.

The noise level resulting from Contractor operations shall be within the limits specified by local ordinances and OSHA regulations.

D-09 RESTORATION OF ROADWAYS, DRIVEWAYS, SIDEWALKS, CURBING, AND TREELAWNS

The Contractor shall properly and promptly restore all roadways, driveways, sidewalks, curbing, and treelawns not designated on the plans that have been damaged or disturbed during construction or due to Contractor negligence at no cost to the City.

The areas for restoration also include behind the sidewalk and the Right-of-Way line.

Partial restoration will be permitted only if approved by the City and granted by the Engineer.

D-10 INCONVENIENCE TO THE PUBLIC

The construction work shall be done in a timely and efficient manner to minimize the inconvenience to the general public. With the exception of the seasonal suspension of work, the Contractor shall submit bi-weekly updated construction schedules to the Engineer prior to construction progress meetings and as part of the invoice submittal process to ensure the work is occurring in a timely and efficient manner. The schedule submittal shall be done at the Contractor's expense and at no cost to the City.

PART D – DETAIL SPECIFICATIONS

D-11 WORK PERMITS AND FEES

The Contractor shall obtain all work permits and pay all applicable fees to the respective municipalities, regional agencies, and the City of Cleveland for project construction work. Fees include cost for plan reviews, utility field inspection, and utility connection fees. The cost for said fees shall be included in the applicable unit prices bid by the Contractor and the City will not reimburse the Contractor for fees incurred during construction unless otherwise noted in the plans or supplemental specifications.

D-12 WATER SUPPLY

Water will be supplied to the Contractor at the nearest hydrant. The cost of the water supply and permit fees for same shall be paid by the Contractor. The Contractor shall obtain the necessary permit from the City of Cleveland Water Department.

The Contractor will be required to provide approved standard tight hose and fittings with which to make connections to hydrants and outlets. No improper, wasteful, or undue use of water will be permitted.

Payment for the waste management plan is considered incidental to site mobilization and demobilization and will not be paid for separately.

D-13 REDUCTION/ELIMINATION OF WORK AND/OR INCREASE IN WORK

The City of Cleveland reserves the right to reduce or eliminate portions of work or items of work. If the project is over budget, work will be eliminated and quantities will be adjusted accordingly.

A revised schedule of items will be prepared using the reduced quantities and the bid unit prices and submitted to the Contractor and other vested agencies for review and approval for the adjusted work total.

D-14 MATERIAL DISPOSAL

The Contractor shall institute a waste management plan detailing the procedures for disposal and/or recycling of construction materials for the project. Included in the plan will be the identification of project waste, disposal sites, and the handling of said materials. Payment for the waste management plan is considered incidental to site mobilization and demobilization and will not be paid for separately.

PART D – DETAIL SPECIFICATIONS

The Contractor shall not dispose of any construction materials or implement the waste management plan prior to the written approval of the waste management plan by the Director of the Mayor's Office of Capital Projects or duly appointed representative.

Payment for the waste management plan is considered incidental to site mobilization and demobilization and will not be paid for separately.

D-15 EROSION CONTROL (SWPP)

All of the work performed under this contract shall be in compliance with all the pertinent plan specifications and/or details, local regulations, State agencies (i.e. Ohio Environmental Protection Agency), and Federal regulatory agencies regulating the control of erosion and sediment.

At the pre-construction meeting, the Contractor shall submit their SWPP for the erosion and sediment control measures, within the construction limits, for review and acceptance by the City for compliance with all applicable regulations.

Construction shall not begin until all sediment and erosion control measures have been installed and approved by the Engineer.

The City's acceptance does not relieve the Contractor from full compliance with erosion and sediment controls required by the above agencies. It is the Contractor's responsibility to control any sediment or erosion produced by the Contractor's activities.

Sediment controls shall be installed as a first order of work. Sediment controls shall remain in place until the project is completed and disturbed areas are restored.

All devices are to be maintained and kept in good condition. Any additional sediment control devices as directed by the Engineer shall be placed at no additional cost to the City.

After construction of the project, all disturbed areas are to be restored as provided in these specifications and/or plans. Upon approval of the Engineer, the Contractor shall remove all sediment control devices and insure that the project site and structures are in reasonably clean condition. If sediment and erosion control devices fail, the contractor shall clean the site of sediment including all structures and conduits within the project limits at no additional cost to the City.

Those areas outside that are affected by such failure shall also be cleaned at no additional cost to the City.

PART D – DETAIL SPECIFICATIONS

If no unit bid item is provided in the contract, erosion and sediment control shall be considered incidental to the Project/Bid Items. If erosion and sediment control Unit Bid Items are provided, payment will be made under those bid items.

D-16 CONCRETE PAVEMENT (ODOT ITEMS 305, 451, & 452)

DESCRIPTION - This item shall conform to ODOT Items 305,451, & 452 with the following exceptions:

GENERAL - The Contractor under this section of the specifications shall construct a concrete pavement, sidewalk, driveway aprons, curb, curb and gutter sections, handicap ramps, and integral radius curb and walk on prepared base. This includes the restoration of all adjacent surfaces which are disturbed by this construction and not scheduled to be restored under a separate item of payment.

MATERIALS - The concrete used shall be the concrete design mix as per D-17, as appropriate, of these specifications unless otherwise authorized in the detailed specifications by the Division of Engineering and Construction. The cement, water, aggregate, preformed filler, joint sealer, curing materials, reinforcing steel, dowel bars and basket assemblies, and all other materials necessary to construct the concrete shall be included in the bid unit price.

GRADING AND EXCAVATION

1. Grading: Grading shall include all excavation, fill, and embankment required to permit the construction of the proposed pavement, sidewalk, driveway aprons, and curb to the designated lines and grades.
2. Excavation: Except as otherwise ordered, excavation at the elevation of the finished grade of the construction shall extend one (1) foot beyond each edge and then on a slope of one (1) vertical to one and one-half (1-1/2) horizontal and shall be paid for as excavation at the price per cubic yard for such work as it appears on the price sheet of the contract.
3. The Contractor shall use extreme care in the removal of pavement, sidewalk, driveway aprons, and curb, to ensure that no adjacent slabs beyond those marked for removal by the City Inspector will be disturbed, removed or damaged. If damaged, either in whole or in part, other than that which is marked for removal by the City Inspector, the Contractor shall remove and replace said damaged

PART D – DETAIL SPECIFICATIONS

slabs without cost to the City.

FILL OR EMBANKMENT

Fill or embankment shall be ODOT Item 203-Embankment as per plan notes and meet the following requirements:

1. It shall be substantially free from vegetable or organic matter and shall contain not more than ten (10) percent of loam or clay.
2. It shall weight not less than ninety (90) pounds per cubic foot, dry compacted weight.
3. The upper six (6) inches of embankment outside of the edge of the sidewalk, driveway apron or curb shall be topsoil or excavated material approved by the engineer (No sand).
4. Fill shall extend at least one and one-half (1-1/2) feet beyond each side of the construction unless otherwise ordered or permitted. Side slopes shall be trimmed to a slop of one (1) vertical to one and one-half (1- 1/2) horizontal, except as otherwise ordered by the City.
5. The fill material shall be thoroughly compacted by tamping or rolling, or both, so as to produce a solid dense sub-grade.

DELIVERABLES

All concrete delivered shall be subjected to any or all tests described in the project specifications. All concrete failing any of these tests shall be removed and replaced as many times as necessary, until it passes all required tests. The removal and replacement shall be at no cost to the City.

1. Rejected Trucks and Loads - Any truck and its load of concrete rejected for failure to meet all the requirements of herein as stated above shall also be banned from all construction sites covered by this section of the specifications.
2. All of the various types of pavement, sidewalk, driveway aprons, curb or any combination thereof shall be constructed as per these specifications, plans, and the details as shown on the respective Standard Construction Drawings except as otherwise directed by the Construction Section Chief.

PART D – DETAIL SPECIFICATIONS

3. The thickness of the pavement, shall be increased as indicated on the plans or as directed by the Engineer.
4. It shall be the Contractor's responsibility to raise all municipally owned utility castings to finished grade of new work. Adjusting these castings to new grade shall constitute a separate item of work and payment.
5. Non-municipally owned castings are the responsibility of their respective owners to adjust to the proper grade, but coordinating the work is the responsibility of the Contractor. Adjusting these castings to the new grade shall not be paid for under this contract.

PLACING CONCRETE

1. No concrete shall be poured until the inspector has approved the preparation of the foundation bed.
2. If any concrete is poured without the observation by the inspector or without the prior approval of the foundation bed, the concrete poured shall not be accepted and may be removed/replaced at no cost to the City.
3. No concrete showing segregation or clumps of material shall be deposited in the work.
4. Immediately prior to the finishing of the surface, the concrete shall be cut into slabs not longer than six feet (6') on any one side for walks and driveways. Pavements shall be cut as per plan details and Standard Construction Drawings. The joints shall be formed by a cutting tool or some other means satisfactory to the City and shall not be less than one-quarter (1/4) of the depth of the slab. All edges shall be rounded, with an approved edging tool, to a radius of one-quarter inch (1/4").

SURFACE FINISH

The finishing of the concrete shall immediately follow the placing and compacting of the concrete. Unless otherwise ordered, a broom finish shall be required. Rubbing with floats or other acceptable method shall be done only at the direction of the Engineer. All concrete slabs shall be edged around the entire perimeter unless otherwise directed by the Engineer. The surface shall be free from depressions and inequalities.

PART D – DETAIL SPECIFICATIONS

The application of dry cement or a finishing agent is prohibited.

EXPANSION JOINTS

1. Prepared strips of approved QPL preformed expansion joint material meeting the requirements of 705.03 of the ODOT Construction and Material Specifications shall be one-half inch (1/2") in thickness and of sufficient width to extend the entire depth of the concrete. They shall be placed in such a manner that the joint will be filled to within one-half inch (1/2") of the finished surface of the walk. Joints shall be constructed at intervals no greater than fifty feet (50') in all sidewalks, driveway aprons, curb and gutter section, cast-in-place curb and integral curb and walk unless otherwise ordered. Pavement expansion joints shall be placed as per plan details.
2. Preformed expansion joint filler shall be one-half inch (1/2") in thickness and meet the requirements of the ODOT CMS 705.03, the producer shall be included on the ODOT QPL list. Construct expansion joints according to the standard construction drawings. All joints shall be sealed according to ODOT 451.16.
3. Joints shall be placed where the walk abuts curbing or other lateral walks and along the building line where the walk is placed full width from the curb to the building or other structures or as otherwise directed by the Inspector in the field. The edges of all joints so placed shall be rounded as herein before specified. The cost for expansion joints shall be included in the unit price bid for the respective items of work.
4. Where new concrete curb or the curb portion of integral concrete radius curb and walk abuts existing pavement, a three-quarter inch (3/4") thick preformed expansion strip as called for in 705.03 of the ODOT Construction and Material Specifications shall be placed to separate the pavement and curb. The upper one-half inch (1/2") of the joint shall be hot sealed as per 705.04 of the ODOT Construction and Material Specifications.

PART D – DETAIL SPECIFICATIONS

CONTRACTION JOINTS

All concrete for ADA ramps, sidewalks, and driveways shall have retraced picture frame tooled edge joints.

ODOT Item 305 – Portland Cement Concrete Base shall meet all requirements for Item 452 – Non-Reinforced Portland Cement Concrete Pavement. All jointing and transfer devices are to be installed. The concrete shall have a broom finish.

HOT AND COLD WEATHER WORK

Hot and cold weather protection (Blankets, heaters, ice, etc.) shall be included in the unit bid price.

MEASUREMENT & PAYMENT

The quantity as provided shall be paid for at the applicable contract price per unit of measurement, which price and payment shall be full compensation for all materials, labor, equipment, tools, power, transport, delivery, disposal, and any incidentals necessary to complete the work required by this section of the specifications.

D-17 CONCRETE DESIGN MIX

DESCRIPTION - This work shall include furnishing and installing cast in place concrete pavements, curbs, walks, ramps, foundations, structures, walls, etc., and any other appurtenances needed to complete the work per ODOT C&MS Item 499 Concrete – General, other relevant sections of the ODOT C&MS, and as shown in the plans and herein specified.

SUBMITTALS - The contractor shall submit all current, ODOT approved, Job Mix Formulas (JMFs) proposed for the work for review and approval. Submittal of each JMF shall include the ODOT approval documentation. The contractor shall provide batch plant tickets per ODOT C&MS 499.07 and the ODOT Construction Administration Manual of Procedures (MOP).

MATERIALS - All applicable cast-in-place concrete work items specified herein shall be bid and supplied using materials and the concrete mix design specified in this section and per ODOT C&MS 499.

PART D – DETAIL SPECIFICATIONS

Concrete mix designs shall be as specified for the individual items, and shall be as per Ohio DOT Class QC according to the following:

1. Pavement shall be Class QC1 or Class QC1P
2. Medium-Fast Set shall be Class MS
3. Fast Set shall be Class FS
4. Substructure shall be Class QC1
5. Superstructure shall be Class QC2
6. Mass Concrete shall be Class QC4
7. Drilled Shaft shall be Class QC5

JMFs proposed by the contractor shall be as appropriate for the classes above per the ODOT C&MS. Only approved JMFs shall be used where designated.

EXECUTION - The contractor shall furnish and prepare concrete ready for placing in accordance with ODOT C&MS 499 and the ODOT MOP.

Cast in place concrete shall be placed and cured on or in properly prepared bases, forms, etc. per the relevant sections of the ODOT C&MS and MOP.

LIMITATIONS

For work items other than structural items (500 series), the following limitations apply without exception:

1. Admixtures containing chlorides shall not be used except for Type C accelerating admixtures or calcium chloride for QC-FS only. Chloride containing concrete, other than QC-FS, shall be grounds for rejection and replacement by the Contractor at no cost to the City.
2. Class MS or Class FS concrete shall not be substituted for standard concrete without prior written approval of the City Engineer and clear location demarcation submitted prior to placing such concrete. Substitution without written approval shall be cause for rejection and replacement by the Contractor at no cost to the City.

For structural work items (500 series), the following limitations apply without exception:

1. Admixtures containing chlorides shall not be used.
2. Class MS or Class FS concrete shall not be used.

PART D – DETAIL SPECIFICATIONS

D-18 ADJUSTING CASTINGS (ODOT ITEM 611)

- 1) DESCRIPTION: All manholes, catch basins, water meter manholes, valve boxes and Cleveland Public Power castings shall be brought to proper grade by the contractor by adjusting said castings with mortar, brick, or stone masonry as may be directed by the Engineer. No adjusting rings or bands will be permitted.
- 2) CONSTRUCTION: The Contractor shall use extreme care in the removal and adjustment of the castings. The Contractor shall remove existing pavement as required to adjust the casting and shall replace same with approved concrete mix design described in D-17

Unless otherwise directed by the Engineer, all castings shall be brought to grade after the binder or leveling course is placed and before the wearing course is placed.

Castings belonging to private utilities shall be adjusted to grade by utility owner and do not constitute a part of the Contractor's obligations. However, the Contractor is responsible to coordinate this work. The price paid for bringing each street casting to line and grade shall be the Contractor's bid unit price for each and shall include all labor and material necessary for this work.

Care shall be exercised in moving the castings so as not to damage the casting or the structure. Damaged castings or structures shall be repaired or replaced at the Contractor's expense.

- 3) MEASUREMENT & PAYEMENT: Items outlined shall be paid for under ODOT Item 611-Adjusting Street Castings to Grade.

D-19 TREE PRUNING

- 1) DESCRIPTION: The following information and instruction as per City of Cleveland Urban Forestry tree pruning specifications below.
- 2) QUALIFICATIONS: In general, trees are to be pruned in accordance with the International Society of Arboriculture best practices, by a skilled tree care professional approved by Urban Forestry. See pruning specification #15.
- 3) EXECUTION: Under the "No Fee" permit, which the Contractor must obtain from the Urban Forestry Manager 72 hours in advance of starting construction, the contractor

PART D – DETAIL SPECIFICATIONS

shall prune every tree to be saved to forestall damage by construction equipment. See tree pruning specifications below; specifically, #5 and #6. The Contractor shall also remove all debris resulting from the pruning, which has accumulated within the area's limits.

TREE PRUNING SPECIFICATIONS

For tree pruning operations, ANSI A300 Pruning Standards shall be followed.

- 1) Maintain house and/or structure clearance of fifteen feet
- 2) Clear branches from any and all objects as directed by Urban Forestry
- 3) Remove all dead limbs four inches or greater in diameter
- 4) Remove broken and/or hanging limbs four inches or greater in diameter
- 5) Maintain street side overhead clearance of fourteen feet
- 6) Maintain sidewalk overhead clearance of eight feet
- 7) Do not climb a tree to be pruned with tree climbing spikes or spurs except in the case of emergency to rescue an injured climber.
- 8) Do not remove more than twenty-five percent of the tree canopy in a single year.
- 9) Do not use wound paint unless directed by Urban Forestry (as in oak tree pruning from April through October).
- 10) Pruning cuts shall be made with sharp pruning tools.
- 11) Shall not top or lions-tail trees.
- 12) Shall not cut off the branch collar (no flush cuts).
- 13) Do not use equipment or practices that would damage bark or cambium beyond the scope of work.
- 14) Pruning operations shall be performed by an ISA Certified Arborist or under the on-site supervision of an ISA Certified Arborist.

The Contractor shall carefully protect against damage to all existing trees and turf and other features designated to remain. The Contractor shall be liable for any and all damage to such vegetation, features and other real property and vehicles, caused by their work. Damage to trees are subject to penalties under §509.99. The Contractor shall be responsible for restoring or replacing to their original condition, and to the satisfaction of the Urban Forestry Manager or their designee, any and all of these items damaged during the performance for this work.

The Project Arborist shall perform inspections of pruned trees to ensure ANSI A300 standards & City specifications are followed.

- 4) **MEASUREMENT & PAYMENT:** This item shall be considered incidental to the bid items.

PART D – DETAIL SPECIFICATIONS

D-20 TREE PRESERVATION AND PROTECTION

- 1) DESCRIPTION: The Project Arborist shall be responsible for identifying and enforcing Tree Protection Zones (TPZ). The tree protection requirements begin prior to construction and are enforced for the entire construction contract period.
- 2) EXECUTION: The Project Arborist should ensure the tree protection zone considers:
 - 1) Grading and storage of soil
 - 2) Construction access, including entry and exit
 - 3) Vehicle parking – construction vehicle and worker
 - 4) Space for operation and maintenance of construction equipment
 - 5) Utility and drainage corridors including storm water management systems
 - 6) Grade changes and excavations
 - 7) Above ground vertical space for aerial equipment activity
 - 8) Space for temporary construction buildings
 - 9) Intrusion into undisturbed areas by the future landscape
 - 10) Material storage and staging
 - 11) Fueling and mixing area (keep slope in mind in case of spill)
 - 12) Washout for concrete trucks
 - 13) Debris piles
 - 14) Tree Protection Zone (TPZ) fencing
 - 15) Sediment control barriers

The Project Arborist determines the tree protection zone (TPZ) for each site. The TPZs shall be established before any site work begins. Trees on adjacent properties may also need to have TPZ established if they are close to construction activities.

The table on page 24 provides recommended minimum tree protection zones based on the diameter of the trees to be preserved. The Project Arborist should consult this table for best practices when determining the size of individual tree protection zones. Depending on the tree and the surrounding environment, larger tree protection zones may be required by the Project Arborist or Urban Forestry Manager to realistically protect the trees.

Once all tree and site protection measures have been installed the contractor shall notify the Project Arborist or the Urban Forestry Manager to arrange for an inspection of the sites and approvals of the tree protection measures.

The tree protection barriers must remain in effective condition until all site activities including landscaping are complete. Tree protection signage on page 2 shall be attached to the fencing and visible to vehicle and pedestrian traffic.

Any work that has to be done within the Tree Protection Zone (TPZ) must have

PART D – DETAIL SPECIFICATIONS

approval from the Urban Forestry Manager, or their designee, prior to the start of the project

The contractor must provide written notice to the Project Arborist or the Urban Forestry Manager prior to the removal of the tree protection barriers.

Tree Protection Zone fencing shall be installed around the perimeter of the TPZ. Fencing shall be sturdy and highly visible to discourage entrance and disturbance of the area within the TPZ. The fencing shall be 4 to 6 feet tall or higher and solidly anchored into the ground. Plywood hoarding may be required by the Project Arborist or Urban Forestry Manager to adequately preserve a mature tree with a high ecological and aesthetic value. See Detail TP-1.

When trees are within a few feet of construction activities that the trunk may be mechanically damaged, those parts shall be protected. This shall be done by installing 2x4 wood planks around the trunk on a closed cell foam pad or atop a triple layer of burlap wrap. Tether straps or wire shall be used to bind the planks in place. NO fasteners shall be driven into the tree. Trunk protection should be adjusted to allow growth if it is in place for a period longer than one year. See Detail TP-4.

The following is a chart showing minimum recommended distances for determining a Tree Protection Zone (TPZ) for City-owned trees located on a City street or in City parks. Some trees and some site conditions may require a larger TPZ as determined by the Project Arborist. See Detail TP-2.

Tree Protection Zones: Trunk Diameter (DBH) *	Minimum Protection Distances Recommended City-owned Trees (3 to 5 times trunk diameter)**	Minimum Protection Distances Required for Trees in Park Areas
< 4 in	1- 2 feet	The drip line or 2.0 ft.
4 - 11 in	1 - 5 feet	The drip line or 5.0 ft.
12 - 16 in	3 - 6 feet	The drip line or 7.0 ft.
17 - 20 in	4 - 8 feet	The drip line or 8.0 ft.
21 - 24 in	5 - 10 feet	The drip line or 10.0 ft.
25 - 28 in	6 - 11 feet	The drip line or 11.0 ft.
29 - 32 in	7 - 13 feet	The drip line or 13.0 ft.
33 - 36 in	8 - 15 feet	The drip line or 15.0 ft.
37 - 40 in	9 - 16 feet	The drip line or 16.0 ft.
> 40 in	17 + feet	17 + feet

Diameter at breast height (DBH) = measurement of the tree trunk taken at 4 feet, 6

PART D – DETAIL SPECIFICATIONS

inches above the ground.

**Smaller tree protection zones may need to be used during construction due to limitations of working in the right-of-way.

1. Tree Protection Zone distances shall be measured from the outside edge of the tree base.
2. The general guideline for tree protection barriers is equal to the distance of three to five times the trunk diameter. The project Arborist may recommend greater tree protection barriers in the tree preservation plan.

Within a TPZ there shall be:

1. No construction
2. No altering of grade by adding fill, excavating, trenching, scraping, dumping or disturbance of any kind.
3. No storage of construction materials, equipment, soil, construction waste or debris.
4. No disposal of any liquids e.g. concrete sludge, gas, oil, paint.
5. No movement of vehicles, equipment or pedestrians.
6. No parking of vehicles or machinery.

Any roots or branches that extend beyond the TPZ which may require pruning, shall be pruned by an ISA Certified Arborist or qualified tree professional under supervision of the Project Arborist. All pruning of tree roots shall be in accordance with the Root Pruning Specification D-15.

A sign that is similar to the illustration below is required to be mounted on two sides of a tree protection barrier for trees protected by plywood hoarding. The sign should be a minimum of 8 ½" x 11" and made of white gator board or equivalent weather resistant material.

PART D – DETAIL SPECIFICATIONS

TREE PROTECTION ZONE (TPZ)

No grade change, storage of materials or equipment is permitted within this TPZ. Tree protection barrier must not be removed without the written authorization of City of Cleveland, Urban Forestry Section.

For information call the Urban Forestry Section at:
(216) 664-3104

- 3) MEASUREMENT & PAYMENT: This item shall be considered incidental to the Project/Bid Items.
-

D-21 PAVEMENT AND/OR BASE REMOVED (ODOT ITEM 202)

The item shall consist of the removal of existing brick, grout, granite, sandstone block, and concrete to the top of the existing cushion/base course. The limits for removal shall be indicated on the plans and/or as directed by the Engineer.

The cost of removing and disposing of items pursuant to ODOT Item 202.05, including but not limited to sidewalk, driveways, and pipe shall include the cost for full depth saw cutting.

The quantity as provided shall be paid for at the applicable contract price per unit

D-22 FEES

- 1) DESCRIPTION: The following cost is added to the bid Schedule of Items for payment to the contractor:
- 2) MEASUREMENT & PAYMENT: The Contractors cost for the fees associated with the procurement of the project construction bond shall be included as part of the bid for cost not to exceed 1% of the total construction cost. Payment to the contractor for said costs will be performed with the City's receipt of the construction bond fees payable to the surety.

END

2025 - 50.50 RESIDENTIAL SIDEWALK REPAIR PROGRAM**Contract #4****SCHEDULE OF ITEMS - WARDS 1,& 2**

BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL (\$)
1	Item 202 - Pavement Removed (Sidewalk), as per D-21	2850	FOOT		\$ -
2	Item 608.1 - 4" Concrete sidewalk complete in place, as per D-16 & D-17	2250	SQ. FT.		\$ -
3	Item 608.2 - 6" Concrete sidewalk, driveway aprons complete in place, as per D-16 & D-17	600	SQ. FT.		\$ -
4	Item 609 - Concrete Type 6 curb cast in place, including removal and disposal of existing curb, complete in place, as per D-16 & DS-17	25	SQ. FT.		\$ -
5	Item Special - Integral concrete curb and sidewalk cast in place, including removal and disposal of existing curb and sidewalk, complete in place, as per D-16 and DS-17	108	FOOT		\$ -
6	Item 604 – Existing water stop box adjusted to grade, in sidewalk/driveway, as per D-18	1	EACH		\$ -
7	Item 604 – Existing water meter manhole adjusted to grade as per D-18	1	SQ. FT.		\$ -
8	Existing Valve Box Adjusted to grade as per D-18	1	SQ. FT.		\$ -
9	Mobilization & Maintenance of Traffic per D-4	1	LS	\$ 5,000.00	\$ 5,000.00
10	Fees per D-22	1	LS	\$ 500.00	\$ 500.00
11	Contingency	1	LS	\$ 5,000.00	\$ 5,000.00
SUBTOTAL (\$)					\$ 10,500.00
GRAND TOTAL (\$)					\$ -



CITY OF CLEVELAND
Mayor Justin M. Bibb

Requested By: _____
(Department/Office)

NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2025
(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 Justin Bibb, the Neighbors for Justin Bibb Committee, or any similar campaign committee of Justin Bibb, 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 2025 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, 2023 and December 31, 2024 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, 2023 and December 31, 2024 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, and a "principal" also means any partner, shareholder, administrator, executor, or trustee or the spouse of any of them.

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 2025 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, 2023 and December 31, 2024.

_____ (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, 2023 and December 31, 2024 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, 2023 and December 31, 2024 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 _____)
COUNTY OF _____) SS:

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 _____

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor
By: _____
Title: _____

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

Exhibit A
BIDDER'S QUALIFICATION
QUESTIONNAIRE

The Bidder guarantees the accuracy of all statements and answers below. (Please print in ink or type - attach additional sheets, if required.)

1. How many years has your firm been in business as a Contractor placing sidewalks, aprons and curbs?

2. List three (3) projects of this nature that you have completed in the last five (5) years, and give the name, address and telephone number of a reference from each. Also give the completion date and the completed cost of each project listed.

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage of completion of the contract.

4. Provide the resume of the Superintendent you plan to assign to this Contract relative to his/hers experience with placing sidewalks, aprons and curbs

5. Have you ever failed to complete work awarded to you? If so, state where and why.

6. Do you plan to sublet any part of this work? If so, give details as to the scope of work to be sublet.

7. What equipment do you own that is available for placing sidewalks, aprons and curbs?

8. What equipment do you plan to rent or purchase for placing sidewalks, aprons and curbs?

9. Give the name, address and telephone number of an individual(s) who represents each of the following and whom the the City of Cleveland may contact to investigate your financial responsibility: a surety, a bank and a major supplier

10. Give a summary of your financial statement (list assets and liabilities, using an insert sheet if necessary.)

11. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a Partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. If a joint venture, state the names of all participants and provide like information for all joint ventures).

Correct Name of Bidder

(a) The Business is a _____

(b) The address of principal place of business is _____

The names of the corporate officers, or partners, or individuals doing business under a trade name or joint venture are as follows:

Upon request, the bidder shall furnish all additional information requested to clarify or supplement the foregoing statements as necessary to satisfy the District concerning the Bidder's ability to successfully perform the Work.

Signed this _____ day of _____ 20__.

Bidder

(Signature of individual, partner or officer signing the Bid)

Title

LISTING OF PROPOSED SUBCONTRACTORS

Set forth below are the name, location of principal place of business, proposed amount of subcontract and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the Bidder under the Contract Documents for which this Bid Booklet is submitted, where the portion of the work which will be performed by each subcontractor is in excess of the amount specified in the Instructions to Bidders.

The Bidder understands that if it fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion with its own forces.

Portion of Work Proposed Subcontractor Dollar Value of Subcontractor

Portion of Work	Proposed Subcontractor	Dollar Value of Subcontractor

City of Cleveland

DEPARTMENT OF FINANCE
PAUL C. BARRETT
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY JOHNSON
COMMISSIONER

BIDDER'S CHECK LIST

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

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

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

B. Northern Ireland Fair Employment Practices Disclosure

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

C. Contractor Qualifications

- 1. Is all the required information given from Exhibit A "Bidders Qualifications"?

D. Additional Information:

- 1. **2025 Non Comp form**
Is the form signed and returned?

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

An optional pre-bidders meeting will be held on 3/19/2025 at 1:00pm. Attendance to this meeting is optional for interested bidders but is an opportunity to learn more about the Mayor's Office of Capital Projects 50/50 Sidewalk Residential Replacement Projects and ask questions.

Microsoft Teams meeting

[Join the meeting now](#)

Meeting ID: 298 476 611 833

Passcode: u898mv

Dial in by phone

1-216-306-2628,,559053380#

Phone conference ID: 559 053 380#

PLEASE CHECK BACK ON MARCH 20TH TO SEE IF ANY CHANGES OR REVISIONS HAVE BEEN MADE TO SPECS