



CITY OF CLEVELAND
Mayor Justin M. Bibb

Request for Proposal

For Surveying, Landscape Architecture,
Public Engagement, and Engineering
Services for

CANAL BASIN PARK

May 19, 2023
*City of Cleveland-Mayor's Office of
Capital Projects- Division of Architecture
and Site Development
601 Lakeside Avenue Room 517A
Cleveland, Ohio 44114*

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Exhibit I: Towpath Trailhead 2021 Layout Plan

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Due to the large file size, Exhibit K is not included in this pdf. It is available at the following location:

<https://tinyurl.com/4s6fkfnm>

Overview

Introduction

The City of Cleveland (“the City”) is seeking qualified firms (“the Consultant”) to provide professional consulting services for Surveying, Landscape Architecture and Engineering in support of the implementation of improvements to Canal Basin Park. The project development will be administered by the Mayor’s Office of Capital Projects (MOCAP), Division of Architecture and Site Development (DASD). MOCAP is responsible for administering the City’s Capital Improvement Plan (CIP) for all City-owned facilities, outdoor spaces, and infrastructure through its three divisions: Division of Architecture & Site Development, Division of Engineering & Construction, and Division of Real Estate. The mission statement for MOCAP is:

To provide for the planning, designing, construction, and preservation of the City of Cleveland's facilities and infrastructure through collaborative and comprehensive planning, leadership in management, excellence in sustainable design and technical expertise, and quality construction based on integrity and professionalism.

Description of Need

Canal Basin is a significant historical site in the Flats in downtown Cleveland. In the early eighteen hundred’s it was the center of commerce as the terminus of the Ohio Erie Canal and the gateway to the Great Lakes. As time passed, and the Canal Basin was filled and repurposed with railroad and later automobile parking. In 2021, the completion of the Towpath Trail into downtown Cleveland, provides the catalyst for the transformation of the site into a multi-acre Park space.

Prior to the Trail’s completion the City Planning Commission developed a Framework Plan in 2013 for the area. The plan proved to be prohibitively expensive but it did validate key principles for the District – Transportation, Industry, and Environment which remain important to recognize..

In 2015 an initial greening effort was led by Metroparks on the west side of West Street south of Merwin St. A former industrial warehouse was acquired, demolished and transformed into a two acre greenspace.

In 2019 a Concept Plan for the Park was developed by the Mayor’s Office of Capital Projects’ Division of Architecture and Site Development. The Concept Plan incorporates the guiding principles from the Framework Plan and lays out a vision for the City owned land from Settler’s Landing to Columbus Road, including the West Street and Merwin Avenue right of ways. Exhibit G.

In 2022, the City together with Canalway Partners, Cleveland Metroparks, and the Ohio Department of Transportation completed the Towpath Trailhead utilizing CMAC funding implemented phase 1 of the Park. The trailhead removed an acre of underutilized parking lots and created a passive greenspace with seating areas and an information kiosk. Exhibit I & J.

In 2022, the City also participated in the effort led by Ohio City Inc and LAND Studio to develop Design Guidelines for Flats waterfront parcels. It provides a material and furnishing palette recommended for use in the district. Exhibit K

The City is now soliciting assistance in refining the Concept Plan. Scope of Services requested include: Field Surveying, parcel consolidation, Design Development documents for the park design including Public Engagement and Engineering support to inventory existing utilities in the Merwin, James and West Streets Right of Ways and determine what utilizes need to be

maintained and what can be eliminated, consolidated, or buried underground. See Survey Limits Exhibit H.

Scope of Services

Objective

The scope of work includes.

1. **Field Surveying-** Survey all city owned parcels and right of ways within the park boundary- Exhibit H.
 - a. General requirements:
 - i. Contours at 1'-0" interval.
 - ii. Property lines and corners.
 - iii. Locations and spot elevations for all edges of walks/pavements, top/bottom of curbs, top/bottom of steps, fencing and guardrails, poles ,posts, benches, backstops, bike racks, and play and swing structures within the project limits.
 - iv. Utilities (above and below grade) on property and in adjacent rights of way.
 - v. Locations and rim elevations for all utility structures including inverts for all storm and sanitary structures.
 - vi. Building corners and entrances.
 - vii. Spot grades on a 30' grid, translated to 1' contours.
 - viii. Locate all trees greater than 6" caliper and vegetation. Identify trunk size and/or limits of mass groupings of vegetation.
 - ix. Site ownership of adjacent parcels.
 - x. All easements on or crossing property.
 - xi. Lot area calculations.
 - xii. Horizontal and vertical benchmarks. Provide datum and projection for horizontal positioning and elevations of survey.
 - xiii. Provide and identify a minimum of three benchmarks, including northings and eastings.
 - b. Digital Requirements:
 - i. AutoCAD 2013 or later Drawing file.
 - ii. Standard layers per City of Cleveland.
 - iii. Complete point data in Autodesk-compatible format.
 - iv. List of pen weights or ACAD .ctb file and layer key.
 - v. Min. text height of 1/8" text, when plotted at the survey's scale.
 - vi. All text and/or shape files.
 - vii. Provide surveyor's titleblock, including:
 1. Surveyor's company name, address, and phone number.
 2. Project name and address.
 3. Legend/key for all symbols used on plan.
 4. Registered surveyor's seal and signature, certifying the survey.
 - c. City shall provide:
 - i. AutoCAD title block with embedded standard layers.
2. **Public Engagement:** Create and administer a framework to guide public engagement. The framework should confirm the level of public engagement needed, based on the International Association for Public Participation (IAP2) Spectrum of Public Participation including:
 - a. **Inform:** Provide information about the project to the public
 - b. **Consult:** Solicit public to provide feedback on provided information

- c. **Involve:** Engage with public to fully understand their viewpoint
- d. **Collaborate:** Partner with public to allow involvement in the project
- e. **Empower:** Enable public to make decisions about the project
- f. **Project Website:** Develop a website specifically for the Canal Basin Park.
- g. **Social Media:** Integrate social media opportunities into the public engagement strategy to gain input on the park programs.
- h. **Public Meetings:** Provide a series of engagement opportunities with the public and stakeholders to gain input on and validation of proposed plan.

Consultant is encouraged to refer to the City's ARPICES report ("Analysis and Recommendations for Park Investment Community Engagement Strategies") provided in Exhibit K for additional engagement tool ideas in addition to their own resources.

- i. **Public Comment Management:** Outline accurately and comprehensively document all received public comments for the project.
 - j. **Press Release Assistance:** Prepare bullet points to be used by the Mayor's Office of Communications to create press releases about the project's public engagement. The bullet points should highlight the need, purpose, and benefits of a project.
3. **Landscape Architecture:** Design Development level verified by community engagement effort. Refine the concept plan into a digital based plan drawing with three-dimensional renderings of the Park. Include precedent images and a material palette consistent with the Flats Design Guidelines. Prepare a Design Development unit cost estimate.
 4. **Engineering:** Evaluate existing utilities in existing public right of ways. Contact all utility providers to determine current and future needs based upon adjacent uses and park design requirements. Design utility systems consistent with park programming goals:
 - A. Bury overhead power and communications lines.
 - B. Maintain sewer and water lines.
 - C. Provide Design Development level engineering to accommodate future restrooms, lighting requirements, vertical circulation on Detroit Superior bridge and splash pad.
 - D. Determine strategy to maintain systems via public right of ways vs. vacating and establishing easements.
 5. **Environmental Engineering:** Phase 1 Environmental Study: for Site areas included in the Field Surveying description.

Proposal Schedule

Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held at Cleveland City Hall at 601 Lakeside Avenue E. in Room 517A on **Wednesday, May 31, 2023 at 11:00 AM Local Time, followed by a site visit at 1:00.**

Questions

The deadline for any and all questions, including if this RFP should contain any discrepancies or commissions, or if the intended meaning of any part of this RFP is unclear or in doubt, shall be **Wednesday, June 7, 2023 at 12:00PM Noon Local Time.** Questions should be directed/addressed via e-mail to the following:

James McKnight, ASLA
Section Chief Site Development, MoCAP
jmcknight@clevelandohio.gov

Mr. Carter Edman
Manager Division of Architecture and Site Development, MoCAP
cedman@clevelandohio.gov

Email subject line shall be:
Canal Basin Park Design Services RFP Questions

Deadline

Proposals must be received no later than **Wednesday, June 14, 2023 at 12:00PM Noon Local Time.** Proposals will NOT be accepted after that time unless the City has extended the deadline by a written addendum. The City reserves the right to refuse any submission not delivered by the deadline.

**PROPOSALS OR UNSOLICITED AMENDMENTS TO PROPOSALS
ARRIVING AFTER THE CLOSING WILL NOT BE ACCEPTED**

All proposals shall be submitted electronically via email to the following:

James McKnight, ASLA
Section Chief Site Development, MoCAP
jmcknight@clevelandohio.gov

Mr. Carter Edman
Manager DASD, MoCAP
cedman@clevelandohio.gov

Email subject line shall be:
Canal Basin Park Design Services PROPOSAL

Proposal documents shall in in pdf format. Proposal documents may be sent as attachments or via embedded link in the email, depending on file size. If sending a link, provide any necessary downloading instructions.

Submit Services Proposal and Fee Proposal as described in the "Proposal Submission Requirements" section of this RFP. Fee Proposals shall be a separate pdf file from the Services

Proposal. File names must clearly identify the firm's name and which file is the Services Proposal and which is the Fee Proposal.

Proposal Submission Requirements Components

Each Consultant that wishes to be considered for selection to perform the Scope of Services described in this RFP shall electronically submit to MOCAP two separate, non-editable pdf files, one labelled Services Proposal, and one labeled Fee Proposal.

1. Services Proposal:

- B. Cover Letter (One page):** Clearly indicate contact information, including phone and e-mail, for project primary contact individual.
- C. Organization of the Firm (One page):** Include a description of the Consultant Firm including information regarding its primary business, its background and history, its organizational structure, QA/QC program, the number of employees, and commitment to diversity. This section should contain any additional information about the firm that the firm feels will assist in understanding the qualifications of the firm. It is highly desirable that there be a local component to the Consultant Team to facilitate response time to matters that require on-site reviews.
- D. Project Team (One Page):** Organizational chart showing project team members, roles, and relationships, including subconsultants.
- E. Project Team Resumes (One Page Each):** Professional resume for each team member shown on the organizational chart, including relevant licenses and qualifications and list of significant projects.
- F. Project Approach:** The Consultant shall include a description how they plan to achieve the goals of this project, with specific descriptions of information gathering, evaluation, prioritization design, and documentation, and of their management, technical, and QA/QC approach taking into account the unique project goals and constraints. Include a specific and complete list of proposed deliverables.
- G. Relevant Project Experience (One Page Each):** Project sheets for completed relevant projects demonstrating ability to successfully lead and execute the type of work required for this project.
- H. Capacity to Perform Work (One Page):** Provide a description of the Consultant's capacity to perform work requested by describing the Team's current workload, including consideration for current City project workload, and the availability of the staff to meet required schedules. Identify all City projects currently being worked on and stage of development. Describe the methods utilized to track work progress, budgets, and deadlines. Describe any support personnel or technical resources the Consultant plans to use to assist in performing work as required on schedule, and within budget.
- I. Special Commendations (Optional):** The Consultant shall provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required Professional Services in a manner not detailed previously within this RFP.

- J. Proposed Project Schedule:** Provide a conceptual Project Schedule indicating a proposed timeline for the performances of all Professional Services as detailed in the “Scope of Services” section starting on page 3 of this RFP. The Consultant must be prepared to commence work immediately after the execution of a Contract for Professional Services.
- K. Compliance Affidavit (Exhibit A):** Non-Competitive Bid Contract Statement for Calendar Year 2023 is enclosed as Exhibit A for use with contracts to be awarded in 2023. All Consultants submitting proposals for contracts awarded on or after January 1, 2023 must initially submit a notarized 2023 affidavit. If award of contract extends into 2024, then an updated form shall be required. Submit the 2023 Statement in the separate sealed envelope that contains the fee proposal.
- L. Northern Ireland Fair Employment Practices Disclosure (Exhibit B):** Interested Consultants shall complete and submit the Northern Ireland Fair Employment Practices Disclosure form as part of their proposal. Refer to Exhibit B.
- M. Certificate of Insurance:** Submit a Certificate of Insurance form indicating limits of professional services (errors and omissions) and general liability coverage as a separate attachment to their Proposal, and shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage:
- a. The insurance company or companies 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.
 - b. Professional liability insurance with limits of not less than \$200,000.00 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.
 - c. Workers’ compensation and employer’s general liability insurance as provided under the laws of the State of Ohio.
 - d. Statutory unemployment insurance protection for all of its employees.
 - e. Such other insurance coverage(s) as the City may reasonably require.
 - f. Certificate of Authorization or Certificate of Exemption: Submit a current “Certificate of Authorization” or a “Certificate of Exemption” to practice as a Professional in the State of Ohio issued by the State of Ohio, for each specified discipline: Architecture, Structural Engineering, Electrical Engineering, Mechanical Engineering, Civil Engineering and Landscape

Architecture. Submit any other certifications, licenses, etc. to confirm professional competency in related services noted.

2. Fee Proposal:

A. Compensation: The Consultant’s proposal shall indicate the proposed fee for each Component of service as defined previously, shall include an appropriate amount for reimbursable expenses in each Component, and shall indicate a total Lump Sum Fee broken down by Component as follows:

Field Surveying	\$
Landscape Architecture	\$
Public Engagement	\$
Engineering- Civil, Electrical, Mechanical	\$
Environmental Engineering	\$
Total Services Fee:	\$
Reimbursable Allowance (for all Phases):	\$
<u>Total Compensation (Services + Reimbursable)</u>	<u>\$</u>
<u>Contingency (10% of Total Base Compensation)</u>	<u>\$</u>
Total Contract Amount	
<u>(Total Base Compensation + Contingency)\$</u>	

a. Contingency: The Contingency is eligible for use in performing Professional Services necessary to complete the project as contemplated in this RFP but are unforeseen at the time of issuance of this RFP. Any change in Professional Services to be paid from this Contingency shall be preceded by a Clarification, an itemized scope and fee breakdown provided by the Consultant, and a written determination by the Director’s designee, and approved by the Director, that the change qualifies for payment at rates specified in this RFP and does not exceed the available Contingency amount. The Consultant’s cost for overhead, profit and other expenses contemplated for assessment against the Contingency are to be included in the Lump Sum Fee and not in the Contingency.

b. Reimbursable Expenses: Reimbursable expenses shall be accounted for and reimbursed according to the City of Cleveland Professional Services Contracts Reimbursable Policy included in Exhibit E of this RFP. The Consultant shall identify all items along with estimated costs for any reimbursable expenses required to complete for each Component of the project. This shall include, but is not limited to: deliveries, postage, printing, reproduction, geotechnical services, surveys, testing, fees, plan review fees, permits, special inspection fees and any other approved expenses

usually associated with this type of project. Reimbursable expenses, including subconsultant fees, shall be billed at cost invoiced, without any mark-up. Costs for mileage, travel, parking, tolls, lodging, meals and dues/membership fees to professional societies/organizations are NOT eligible for reimbursement and will not be considered. No qualification of the financial offer will be accepted. Reimbursable Expense Allowance amounts not expended in a previous Component may only be carried over to subsequent Components after written approval.

- B. Professional Services Fee Proposal:** The Fee Proposal shall indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses based upon the total estimated hours to be spent to provide the services.

In addition to the Lump Sum Fee broken down as described above, shall be a separate breakdown of the Consultant Team's Hourly Rates based upon discipline(s), classification(s) and staffing. Hourly Rates for the following classifications shall be included in the Proposal:

Principal: \$ _____ per hour.

Primary Staff: \$ _____ per hour.

Administrative Support: \$ _____ per hour.

Although Consultants' proposed fees are not the deciding factor in the selection of the Consultant, it will be evaluated with other criteria herein and submitted with the proposal.

- C. Equal Opportunity Documentation (Exhibit C):** Enclosed is the Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & Schedules – Exhibit C. The Consultant must complete and sign each of the Schedules 1 through 4 as per the instructions.

The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, is incorporated in and made part of the RFP, and any resulting contract by this reference, as fully as if attached. Refer to Exhibits. This document is also available at ClevelandOhio.gov/oeo.

- a. 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. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:
- i.** Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;

- ii. Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- iii. 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
- iv. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department's director(s) at key intervals during performance of the contract services.

b. Compliance Requirements:

- i. 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.
- ii. The standard sub-contracting goal for professional services for this contract 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 Cleveland – area Small Businesses (CSB) firms, consistent with the subcontracting goal(s) applicable to this RFP.
- iii. 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 who do not make a good faith effort to meet the participation goal mentioned previously will not be considered "responsive."

- iv. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at ClevelandOhio.Gov/oeo. On the Office of Equal Opportunity page, you will find a selection in the right-hand column for "B2Gnow Certification Registry."
- v. 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.
- vi. 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.

c. Failure to Comply:

- i. 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.

Organization of Proposal

The Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

Marketing documents, such as brochures, advertisements, etc. shall not be permitted.

The City's Right and Requirements

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.

Furthermore, the City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interests of the City.

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 interests.

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.

Other Conditions and Information

Formats for Deliverables

All deliverables for all Components shall be submitted in native software formats (e.g.: “~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND “~.shp” ESRI® Shapefiles AND “~.gdb” ESRI® Geodatabases AND “~.mxd” and/or “~.aprx” ESRI® maps/projects AND Microsoft Word® “~.doc” for Specification files and Meeting Minutes; “~.pdf” AND Microsoft Project® for Project Schedules; “~.pdf” AND “~.xls” for cost estimates) via electronic download at the end of each Component as Record Deliverables. Files may be compressed in a “~.zip” file format.

Meeting Minutes

The Consultant shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Consultant to all attendees.

Project Schedule

The Consultant shall submit within ten (10) calendar days after the award and/or execution of the Contract a Project Schedule which shall include:

1. Proposed duration of each Component.
2. Milestone dates including review submittals.
3. Allowance for reasonable time required for all reviews/approvals by all authorities.

The Consultant shall produce, maintain, update biweekly, and submit the Project Schedule at each Component of the project, or as requested by the City.

Professional Services Payments

Payments for Professional Services shall be made in accordance with the Consultant’s Proposed Fee. Consultant shall be responsible for management of the Professional Services Fee as follows:

1. Requests for Payment, to include (provide sample for City approval):
 - A. Fee Breakdown by Component per Proposal.
 - B. Percent Complete, Amount Earned, Previous Fee Billing, and Current Billing by Component.
 - C. Reimbursable Expenses by Component, broken down by Current, Prior, and Billed-to-Date.
 - D. Staff logs/hours expended and reimbursable receipts for each Request for Payment.
2. Requests for Payment shall be submitted on a monthly basis not to exceed the amounts stipulated in the Fee, including reimbursable expenses, for each Component.
3. Payments may not exceed 90% of each Component until the Component is satisfactorily completed and accepted by the City.
4. Final payment will be made only when all record and project close-out documents have been accepted by the City as complete.

5. Any portions of Fees or Reimbursable Allowances not utilized for any Component may only be utilized in later Components with prior written authorization by the City.

Composition of Consultant Team

While it is the responsibility of the proposers to determine the composition of their consultant team, it is anticipated that the consultant team may include:

1. Professional Surveyor registered in State of Ohio
2. Landscape Architect registered in State of Ohio
3. Public engagement Specialist
4. Professional Engineer registered in State of Ohio – Civil, Electrical and Mechanical
5. Environmental Engineering

Proposal Acceptance

The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at his sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. The Director of the Department of Public Works, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for 180 days after submission.

Costs Incurred

The City is not liable for any costs incurred by any responding firms before execution of a contract and issuance of written Notice to Proceed.

Economy of Preparation

Proposals should be prepared simply and economically in 8-1/2" x 11" vertical format, providing straightforward, concise descriptions and information. Company brochures and marketing materials will not be accepted.

Agreement

The successful Consultant Team shall be required to execute an agreement substantially in the form of the Sample Professional Services Agreement attached as Exhibit E as amended to incorporate the full range of services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Consultant Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Professional Services Contract.

Mailing List and Notifications

Exhibit F – Mailing List is NOT exclusive. Qualified firms not on the list are encouraged to submit proposals for consideration and/or participate as team members. To assure that all modifications, notices and addenda are received, all interested firms that are included and not included on the list are required to notify Mr. Carter Edman, AIA, Manager, Division of Architecture and Site Development, in writing (via e-mail to cedman@clevelandohio.gov) of their interest in the project. Said modifications, notices and addenda will be issued to those firms that have made their interest

known. Firms that fail to confirm their interest risk not receiving important information regarding the project. The City will require the selected Consultant Team to abide by this RFP and any subsequent modifications, notices and addenda.

Proposal Selection Criteria

Quality of Proposal (15 points)

Quality of Proposal includes Organization of the Firm, Specific Approach to this Project, Ability to Perform the Scope of Services, Capacity to Perform Work, including consideration for current City project workload, and Special Commendations as defined in the “Proposal Submission Requirements” section of this RFP.

Credentials of Key Personnel (25 points)

Credentials of Key Personnel includes Qualifications of the Project Team and Project Team as defined in the “Proposal Submission Requirements” section of this RFP, particularly the project manager who will be the lead person on this project, and their prior experience and demonstrated ability to perform the scope of work.

Demonstrated Ability (20 points)

Proposed Schedule to complete the work and demonstrated ability to meet proposed schedules and budgets.

Compensation / Fee (10 points)

This item will be reviewed after the evaluations of qualifications have been completed.

Compliance with Cleveland Small Business (“CSB”) Participation and Evaluation Credits (20 points)

In Accordance with the City’s goal of increasing the level of CSB participation in City contracts, the Consultant shall strive to meet the City’s goal of 10% CSB participation of the total contract amount (including subsidiary agreements). See Exhibits C and D.

IMPORTANT NOTE: Submissions evaluated as “non-responsive” and/or “not making a good faith effort” will be eliminated from further consideration.

1. CSB, MBE, or FBE Proposals for Professional Services Contracts:

A. Definitions: Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.

- a. “City of Cleveland Small Business” or “CCSB.”
- b. “Cleveland Area Small Business” or “CSB.”
- c. “Cleveland Area Business Code” or “CAB Code.”
- d. “Female Business Enterprise” or “FBE.”
- e. “Minority Business Enterprise” or “MBE.”
- f. “Office of Equal Opportunity” or “OEO.”
- g. “Proposal” means an offer to contract with the City in response to this solicitation of proposals (whether called a “Request for Proposals,”

“Request for Quotes,” or otherwise) for a personal (“professional”) services Contract.

- h. “Proposer” means a Person submitting a Proposal to the City.
- i. “Regional Cleveland Area Small Business” or “RCSB.”

B. Evaluation Credit: For the purpose of comparing competing Proposals only, the City’s contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE. The contracting department shall apply evaluation credit according to the following criteria:

- a. Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department may apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.
- b. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department may apply evaluation credit to the proposal of any CSB(s) where the CSB has its principal office physically located within Cleveland’s municipal boundaries (a “CCSB”). If it does, no other proposer shall receive such evaluation credit.
- c. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland’s municipal boundaries but within Cuyahoga County’s boundaries (a “RCSB”).

C. Procedure: The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which proposal to recommend for a contract award. The City may use the evaluation of a proposal determined after applying evaluation credit to approve that proposal for a contract award. The application of evaluation credits shall not alter the contract amount of a proposal submitted by a proposer, or of the contract executed based on the proposal.

2. Proposer’s Good-Faith Effort: Each proposer shall make and document its good-faith efforts to meet any CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may consider a proposer’s good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

“Good-faith effort” as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer’s:

- A. Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;
 - B. Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information that the Director of the OEO may need to ascertain and verify the specific practical steps the proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer’s equal employment practices; and
 - C. Attendance at and participation in all required pre-contract award meetings.
 - D. The Director of the OEO may determine a proposer’s good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the Cleveland Area Business Code, from the proposer’s documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.
- 3. Incorporation of Cleveland Area Business Code; OEO Notice to Bidders & Schedules:** The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the OEO Notice to Bidders & Schedules are incorporated in and made part of this solicitation and any resulting contract by this reference, as fully as if attached.

Current Work under City Contracts (up to 10 points)

Comparably qualified firms with little to no work under current City contracts may receive additional consideration of up to 10 points.

Interviews

Based on preliminary scoring of point-based items described above the City may create a short list of Consultant(s) and conduct interviews as warranted. Further instruction will be provided to the short listed Consultant(s) when notified of the forthcoming interview.

Exhibit A:
Non-Competitive Bid Contract Statement and
W-9 form



CITY OF CLEVELAND
Mayor Justin M. Bibb

Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2023
(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 2023 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, 2021 and December 31, 2022 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, 2021 and December 31, 2022 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 2023 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, 2021 and December 31, 2022.
- _____ (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, 2021 and December 31, 2022 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, 2021 and December 31, 2022 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 _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

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

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Exhibit B:

Northern Ireland Fair Employment Practices Disclosure Form

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 (2) years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor of 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 C:

**Mayor's Office of Equal Opportunity Cleveland Area Business
Code Notice to Bidders and OEO Schedules**



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY
SUBCONTRACTING GOALS
PROFESSIONAL SERVICES**

The Subcontractor Participation Goals for this contract are:

10% CSB Participation

Subcontracting Goals are evaluated on the proposed contract price.



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Justin Bibb, Mayor

Tyson Mitchell, Director
Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

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

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

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

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

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

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

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

3. Required OEO Schedules:

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

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

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

Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

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

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

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

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

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

4. Equal Employment Certification:

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

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

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

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

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

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

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

5. Good Faith Effort Evaluation

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

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

6. CSB Certification:

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

There are two classifications of CSBs:

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

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

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

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

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

7. CSB Contract Participation

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

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

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

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

8. MBE/FBE Certification:

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

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

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

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

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

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

9. MBE and FBE Contract Participation

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

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

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

10. MBE/FBE Bid Discounts:

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

11. MBE/FBE Evaluation Credits:

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

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

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

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

13. CSB Bid Discounts:

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

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

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

CCSBs.

14. CSB Evaluation Credits:

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

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

15. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

16. LPE and SUBE Certification:

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

17. LPE and SUBE Bid Discounts:

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

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

18. LPE and SUBE Evaluation Credits:

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

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

19. Maximum Annual Subcontracting Program Benefit:

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

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

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

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

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

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

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

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

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

21. Joint Ventures:

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

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

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

23. Subcontractor Participation Compliance Monitoring

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

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

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

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



City of Cleveland
Office of Equal Opportunity
Schedules

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

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

WWW.CLEVELANDOHIO.GOV/OEO



City of Cleveland Office of Equal Opportunity Schedules Checklist

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

Schedule 1: Project Contact Information Form

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

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

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

Schedule 3: Schedule of Subcontractor Participation

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

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

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

City of Cleveland - Office of Equal Opportunity
SCHEDULE 1: PROJECT CONTACT INFORMATION FORM



Project Name:	
Bidder/Proposer Name:	

Part I: Bidder Information

Contractor's Full Legal Name:						
Contractor's Address:					Federal Tax ID Number (EIN):	
City:					State and Zip:	
Contractor's Principal Officer Name:					Phone Number:	
Contractor's Main Email Address:						
Contractor's Authorized OEO Representative Name:					Phone Number:	
Authorized OEO Representative Email Address:						
Are you Certified with the Office of Equal Opportunity? Check all that apply:	<input type="checkbox"/> CSB	<input type="checkbox"/> MBE	<input type="checkbox"/> FBE	<input type="checkbox"/> SUBE	<input type="checkbox"/> LPE	<input type="checkbox"/> SFP

Signature: _____ Date: _____
Bidder/Proposer Representative:

Title:



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

Project Name:	
Bidder/Proposer Name:	

The subcontractor listed below is intended to fulfill the Minority-owned Business Enterprise (MBE), Female-owned Business Enterprise (FBE) and/or Cleveland-Area Small Business (CSB) participation goals established for this bid. Eligible subcontractors must be certified by the City of Cleveland Office of Equal Opportunity (OEO), both generally and for the specific type of work or supply furnished for the contract. The appropriate NAICS code should be included for the type of work listed below, or the bidder may not receive credit for the subcontractor's participation on the contract. **NOTE: Material Suppliers (not manufacturers) will receive credit for 60% of the value listed for its material supply subcontract amount in Part 4.**

Subcontractor:
Address:
City, State, Zip:
OEO Compliance Contact:
Contact Email Address:
Contact Phone:
OEO Certification: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/>
Federal Tax ID#/EIN:

Part 1: Contract Spec Item #	Part 2: NAICS Code	Part 3: Type of Work Performed and/or Materials Supplied	Part 4: Subcontract Amount
			\$
			\$
			\$
	TOTAL		\$

The Bidder **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the Bidder may not substitute or shift subcontractors without written approval of the Director of OEO.

The undersigned subcontractor is confirming that it is certified as a MBE, FBE, and/or CSB firm with the Office of Equal Opportunity, and is certified in the appropriate category, defined by NAICS codes, to provide the goods or services listed above. Both undersigned parties agree that, if awarded a contract, they will enter into a written agreement confirming the intentions documented above.

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- Yes** If Yes, the subcontractor must complete additional Schedule 2 and/or Schedule 3 forms documenting the resubcontracting of work to certified and/or non-certified subcontractors. Failure to do so will be considered a lack of good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals for this bid.
- No**

Authorized Bidder Representative:			
Signature:		Date:	

Authorized Subcontractor Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: Schedule of Subcontractor Participation

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE NON-CERTIFIED SUBCONTRACTORS and/or SUBCONSULTANTS expected to participate on this contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$



**City of Cleveland - Office of Equal Opportunity
SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to make a good faith effort to utilize CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in identifying and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. **Where Box 2 is checked**, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

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

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

Authorized Representative:			
Signature:		Date:	

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

REASONS FOR **CSB/MBE/FBE** SUBCONTRACTOR UNAVAILABILITY

Instructions:

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

Example Reasons for Unavailability

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

Office of Equal Opportunity Reporting Submission Schedule

- Monthly Subcontractor Payment Reports in B2Gnow
- Certified Payroll Reports in LCPtracker

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (cleveland.diversitycompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over \$100,000) according to the following schedule:

REPORTING MONTH	B2Gnow Monthly Audit Available	B2Gnow and LCPtracker REPORTING DUE
JANUARY	1 st Monday in the FEB.	3 rd Friday in the FEBRUARY
FEBRUARY	1 st Monday in the MAR.	3 rd Friday in the MARCH
MARCH	1 st Monday in the APRIL	3 rd Friday in the APRIL
APRIL	1 st Monday in the MAY	3 rd Friday in the MAY
MAY	1 st Monday in the JUNE	3 rd Friday in the JUNE
JUNE	1 st Monday in the JULY	3 rd Friday in the JULY
JULY	1 st Monday in the AUG.	3 rd Friday in the AUGUST
AUGUST	1 st Monday in the SEPT.	3 rd Friday in the SEPTEMBER
SEPTEMBER	1 st Monday in the OCT.	3 rd Friday in the OCTOBER
OCTOBER	1 st Monday in the NOV.	3 rd Friday in the NOVEMBER
NOVEMBER	1 st Monday in the DEC.	3 rd Friday in the DECEMBER
DECEMBER	1 st Monday in the JAN.	3 rd Friday in the JANUARY

Exhibit D:

Subcontractor Addition and Substitution Policy and Procedure



Subcontractor Addition and Substitution

Policy and Procedure

Mayor Justin M. Bibb

Direct questions to the Division of Purchases and Supplies Purchasing@clevelandohio.gov.

Sub-contractor Addition and Substitution Policy and Procedure

Purpose

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

Policy and Procedure

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the “BOC”) *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business (“CSB”), a Minority Business Enterprise (“MBE”), or a Female Business Enterprise (“FBE”) (each generically also a “certified sub-contractor”) proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity (“OEO”).

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

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the “Project Manager”), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

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

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

Substitution of a Certified Subcontractor.

If, after a contract is awarded, a contractor is unable to utilize a CSB, MBE, or FBE identified in the contractor's bid or proposal, it shall make a good-faith effort to identify and propose, and request the Director of the Office of Equal Opportunity's approval of, a substitute CSB, MBE, or FBE, respectively, to fulfill its utilization commitment. (Section 187.13(b) C.O.)

A contractor must provide the contracting department Director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor. In addition, the contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval. The contracting department Director, through the Project Manager, shall submit the written justification and revised OEO Schedules to OEO.

The Director of OEO shall evaluate the proposed subcontractor substitution for approval, and will advise the contracting department Director, through the Project Manager, of the decision.

Federally Funded Projects. For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

Monitoring and Enforcement. The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any

subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

Penalties for Non-Compliance. The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty(ies) under that chapter and/or under the contract terms.

Exhibit E:

Sample Professional Services Agreement (To be amended as necessary to incorporate specifics of the project) and City of Cleveland Professional Services Contracts Reimbursables Policy

PROFESSIONAL SERVICES AGREEMENT

Between

THE CITY OF CLEVELAND

And

This professional services agreement, dated _____, 2016 is between the City of Cleveland (“City”), a municipal corporation of the State of Ohio, through its Director of Capital Projects (“Director”), under the authority of Ordinance No. XXXX-XX, passed by the Council of the City of Cleveland on _____ and _____ (“Contractor”), an Ohio _____ at _____, through its duly authorized officer.

RECITALS:

1. The City desires to supplement the regularly employed staff of the Department of Capital Projects in order to obtain the professional services necessary to perform various public improvement projects for the City of Cleveland.
2. Contractor has proposed to provide such professional services to the City in its letter dated _____, 2016.
3. The City finds Contractor’s proposal acceptable and desires to hire Contractor to furnish such services under the terms, conditions and provisions contained in this Agreement.

Accordingly, the parties agree as follows:

ARTICLE I: SERVICES OF CONTRACTOR

A. General:

Contractor is hired to supplement the regularly employed staff of the Mayor’s Office of Capital Projects to perform engineering and related services as needed.

B. Scope of Work:

Contractor shall perform all tasks described or reasonably implied in the *Request for Proposals for the Professional Engineering and Related Service To Assist the Division of Architecture and Site Development With Various Public Improvements for the City of Cleveland*, issued by the City (the “RFP”) and its proposal dated _____, 2016 attached as Exhibit “A.”

C. Standard of Work:

Contractor shall perform all work in connection with this Agreement in a manner consistent with accepted industry or professional standards. Contractor shall perform all tests and services using Ohio licensed, registered and/or certified technicians, engineers, surveyors when required by state law. Contractor bears the sole responsibility for the training, certification, and supervision of its agents, employees, and assigns.

ARTICLE II: ASSISTANCE OF THE CITY

The City shall assist Contractor to the extent possible to reasonably carry out the intent of this agreement. The City shall provide access to and copies of all known documents related to the project at no cost to Contractor, however; the City does not guarantee the accuracy of any information contained in such documents. Contractor shall use reasonable engineering judgment and practices to verify any information provided by the City, in any form, before acting in reliance on such information.

Contractor shall immediately bring to the City’s attention any discrepancies, errors, problems, or concerns discovered during reasonable

investigations that are material to the subject matter of this Agreement. Each party agrees to waive any claim against the other party based on, or arising out of, any information provided by the City that is incorrect or not in conformance with actual conditions.

ARTICLE III: TERM

The term of this Agreement begins upon execution of this Agreement and will continue, unless sooner canceled or terminated under the provisions of this Agreement until the Contractor's work is complete.

ARTICLE IV: PAYMENTS

A. Amount:

The City shall purchase the services provided by Contractor for a total amount not to exceed \$_____. Services shall be rendered on an on-call as-needed basis at the following hourly rate schedule provided in the Contractor's letter of _____, attached and fully incorporated as Exhibit F:

B. Payment:

The City shall pay Contractor after submission and approval by the Director of verified invoices. Each invoice must contain, at a minimum,

1. The current task, a list of all persons who have worked on that task, the dates covered, the actual hours expended, each persons' hourly rate and multiplier, and the total dollar amount attributable to each person;
2. Signed and approved copies of Contractor's and any sub-contractors current monthly timesheets for each person working under this Agreement for the period being billed. Absent or incomplete timesheets are grounds for the City to withhold payment.
3. A written report, with supporting documentation, of all payments received from the City up to the current date, including all payments made to subcontractors. Prior to submitting the first invoice, Contractor shall prepare and submit to the Director a

monthly cash flow schedule for itself and each subcontractor, based on planned work and the expected date(s) of completion.

- (i) Once project tasks are identified, contractor shall prepare and submit revised cash flow schedules as described above on a monthly basis for the duration of this Agreement. The revised schedules must address material changes from previous estimates and show the projected and actual payments to itself and its subcontractors.

Contractor shall submit a separate invoice to the City for each task or project in which it is engaged. Each invoice must be delivered to the City within 30 days after the completion of the task for which Contractor is billing the City. If the invoice is not approved, the City shall inform Contractor, within 30 days, as to the reasons and the corrective actions necessary to qualify the billing for approval. The City shall pay all invoices properly submitted by Contractor within 45 days of receipt.

C. Acceptance:

No approval given or payment made under this Agreement is conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made under this Agreement constitutes an acceptance of deficient or unsatisfactory work.

D. Reimbursable Expenses:

The City shall compensate Contractor for all out-of-pocket expenses incurred in furtherance of Contractor's performance, but in no circumstances may the City tender any payment to Contractor in violation of the City's Reimbursable Expense Policy, attached as Exhibit "D." All reimbursable expenses are included in, and not in addition to, the total contract amount above. Travel within the City limits shall not be reimbursed.

E. Additional Services

If Contractor performs additional services which are outside the scope of this Agreement, the City is not obligated to pay for such services unless the following conditions have been satisfied:

1. The submittal by Contractor to the Director of Capital Projects of a written notice prior to the initiation of additional services, including a cost estimate, detailed description of the services to be performed, and an assessment on the influence of the services on existing schedules or projects;
2. Prior approval by the City's Board of Control for the amending of this Agreement to include the proposed services and additional compensation, if requested;
3. Certification of additional costs, if any, by the City's Department of Finance;
4. A written contract amendment approved by the Director of Law; and
5. Final approval from the Director of Capital Projects in the form of a written notice to commence the additional services.

ARTICLE V: CANCELLATION

The City may cancel this Agreement at any time upon written notice to Contractor 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, Contractor shall submit, within 10 days, a certified final progress report of the percentage of work completed prior to the date of cancellation, pursuant to Art. IV (B). The City shall pay Contractor for the work completed as certified in this report.

Notwithstanding any other provision of this Agreement, all records, documents, materials and working papers, digital files (in DWG- and Word-formats) prepared as part of the work under this Agreement will become and remain the property of the City. Upon any such cancellation, Contractor shall

turn over to the City all records, documents, working papers, computer disks of data and other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the work by another consultant.

ARTICLE VI: RIGHT TO INSPECT; AUDIT

A. Any authorized representative of the City shall, at reasonable times and with reasonable notice, have the right to inspect and examine all drawings, specifications, and technical documents that facilitate Contractor's performance of this Agreement. Further, the City has the right to audit, inspect, and examine the accounting and financial records for the services Contractor provides under this Agreement. These records include, but are not limited to, payroll, personnel records, payments of employee salaries and benefits, and records of payments made to subcontractors. Nothing contained in this section constitutes a waiver of the attorney-client privilege under Ohio law.

B. Contractor shall keep and maintain all records related to the performance of this Agreement for a period of not less than three years following the date this Agreement is completed or terminated. Contractor shall store such records in a manner suitable to normal business practices.

ARTICLE VII: SUBCONTRACTORS

A. Contractor is responsible to the City for the acts or faults of any subcontractor and of such subcontractor's officers, agents and employees, each of whom will, for this purpose, be considered an agent or employee of Contractor. Contractor shall file a conformed copy of the applicable subcontract with the City. Any contract between Contractor and any subcontractor must include language to the effect that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

B. The City authorizes the following subcontractors to perform under this Agreement:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

C. Contractor shall not further sublet or subcontract, nor shall any subcontractor not named in this Agreement commence performance of any part of the work or services included in this Agreement without the previous written consent of the City.

ARTICLE VIII: INDEMNIFICATION

A. Generally

Contractor shall indemnify and save harmless, to the fullest extent permitted by law, the City and its respective offices, agents, and employees (Collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, that may be based upon any injury to persons or property to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its members, employees, and subcontractors (Collectively, Contractor) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, that may be based upon any injury to persons or property to the extent caused by the negligent acts of the City and its respective offices, agents, employees under this Agreement and that of its subcontractors or anyone for whom the City is legally liable.

Neither the City nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

B. Trade Secrets and Other Protected Information

Contractor shall indemnify and shall hold harmless (including reasonable attorney fees) the City against all liability to third parties (other than liability solely the fault of the City) arising from or in connection with the violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights, or other intellectual property rights in connection with the performance of services under this Agreement.

ARTICLE IX: INSURANCE

A. Generally:

Contractor shall obtain and maintain for itself, and require of its subcontractors, comprehensive general and professional liability insurance. Contractor shall adequately insure itself against the indemnification obligations undertaken above, with a minimum of one million dollars combined single limit for any claims that may arise from, or in connection with, its operations under this Agreement, naming the City as additional insured parties. Contractor alone shall be responsible for the enforcement of its subcontractors' insurance obligations.

B. Terms:

Contractor shall not alter, cancel, modify, or amend its insurance agreement in any way without providing the City with 30 days written notice, and shall immediately inform the City upon receiving notice of such changes from any insurer. The policy or policies acquired by Contractor and its subcontractors must be issued by insurance organizations authorized to do business in the State of Ohio, and must have an "A" rating or above by A.M. Best Company, or the equivalent. Any general liability policy held by Contractor and its subcontractors must be occurrence type; have a "per project" endorsement; and be primary with

respect to the holder's general liability, notwithstanding any other insurance covering the City. Any professional liability insurance must have limits of not less than two million dollars for any one incident, and if not written on an occurrence basis, must be maintained for a period of at least two years following the completion of this Agreement.

C. No Limitation on Liability

The limits of insurance specified above in no way constitute the upper limits of liability for which Contractor is responsible under this Agreement.

D. Copy of Insurance Policy

Upon request of the City's Director of Law, Contractor shall provide an exact copy of the policy or policies held for the purposes of this Agreement.

ARTICLE X: STATE INDUSTRIAL COMPENSATION

Contractor shall comply with the Workers Compensation Laws of the State of Ohio at all times during the term of this Agreement and pay any premiums that may be required under those laws. Contractor shall save the City harmless from any and all liability under Ohio's Workers Compensation laws.

ARTICLE XI: SOCIAL SECURITY ACT

Contractor is an independent contractor with respect to all services performed under this Agreement. Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities that are or will be imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on work performed under the terms of this Agreement.

Contractor shall obey all lawful rules and regulations and will meet all lawful requirements which are now or may be promulgated under the respective laws by any duly authorized state or federal official. Contractor further agrees to

indemnify and save harmless the City of Cleveland from any such contributions, taxes or liability.

ARTICLE XII: INTEREST OF CONTRACTOR

Contractor 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 under this Agreement. Contractor shall not employ any person with such an interest in the performance of this Agreement.

ARTICLE XIII: DEFAULT AND REMEDIES

A. Contractor will default on this Agreement upon the happening of any of the following events:

1. If Contractor fails to observe or perform any of the covenants or agreements under this Agreement and such failure continues for a period of 10 days after written notice is given to Contractor by the City;
2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Contractor for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Contractor; (iii) an adjudication of Contractor as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors;
3. If Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, flood, war, strike, or other calamity beyond its control.

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

1. To enjoin any breach or threatened breach by Contractor of any covenants, agreements, terms, provisions or conditions;

2. To sue for the performance of any obligation, promise or agreement devolving upon Contractor for performance or for damages for the nonperformance of this Agreement, all without terminating this Agreement;

3. To terminate this Agreement; and

4. Without waiving the default, to pay any sum required to be paid by Contractor to subcontractors or other parties which Contractor has failed to pay. Contractor shall repay the City, on demand, any amount so paid, with an interest of 8% per year from the date of the City's payment.

C. All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and in equity are cumulative and not exclusive. The fact that the City exercises a remedy without terminating this Agreement will not waive the City's rights to later terminate or to exercise any other remedy granted or to which it is otherwise entitled.

D. If the progress of the services Contractor is performing under this Agreement is delayed in whole or in part, the extent of the services provided by Contractor may, in the opinion of the Director, be reasonably altered. Any such alteration for delay must be set forth in a written document signed by both parties, but in no circumstance may Contractor unreasonably withhold its consent. The City is not obligated to provide additional compensation for a delay in completion.

ARTICLE XIV: ASSIGNMENT PROHIBITED

A. Contractor shall not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part of this Agreement, or any right or privilege created under this Agreement. Any purported assignment of this Agreement by Contractor is void. If Contractor attempts to assign any portion of the Agreement, the City is entitled to terminate this Agreement.

B. In the event the City seeks to terminate this Agreement due to the actions or inactions of the City or Contractor, the City may, upon obtaining appropriate legislation, assign the rights, duties or obligations described in this Agreement to another eligible party as allowed by law.

ARTICLE XV: NOTICE AND PAYMENTS

A. All necessary and proper notices to be served and payments to be made under this Agreement may be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may later designate for that purpose.

To the City: Original invoice –

Manager of Division of Architecture
& Site Development
Mayor’s Office of Capital Projects
Cleveland City Hall, Room 517A
601 Lakeside Avenue
Cleveland, OH 44114

To Contractor:

B. Any notices and other communications to be delivered by either party to the other pursuant to this Agreement must be in writing and are deemed delivered as follows, except as otherwise specifically provided in this Agreement:

1. When personally delivered;
2. By Federal Express or other overnight courier service, or
3. When faxed, provided that faxed notices are confirmed within two days by another form of delivery described above.

ARTICLE XVI: REPRESENTATIONS AND WARRANTIES:

A. Each party to this Agreement represents and warrants to the other party as follows:

1. They are not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict their right to enter and carry out this Agreement.
2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which they are a party or by which they are bound.
3. They have made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement.
4. They have the authority to execute this Agreement and perform their obligations under this Agreement.

B. Contractor represents and warrants to the City the following:

1. Contractor has not provided, attempted to provide, solicited, or accepted, directly or indirectly, any undue advantage or kickback for its own benefit or for the benefit of any other party.

C. Contractor shall not provide, attempt to provide, solicit, or accept any such advantage during the term of this Agreement, and shall not include, directly or indirectly, the amount of an advantage into any billing or invoice.

D. The parties shall fully disclose to one another, promptly upon its occurrence, any change in facts, assumptions or circumstances of which either party becomes aware that may affect the representations and warranties set forth above.

ARTICLE XVII: PARTNERSHIP; THIRD-PARTY RIGHTS

This Agreement does not create any agency, partnership, co-partnership or joint venture relationship between the parties. Nothing contained or implied in this Agreement is intended to confer upon any person or entity, other than the named parties, any right or remedy under or by reason of this Agreement.

ARTICLE XVIII. EQUAL OPPORTUNITY

This Agreement is a “contract,” and Contractor is a “contractor” within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio (1976). During the term, Contractor shall comply with all terms, conditions and requirements imposed on a “contractor” in the Equal Opportunity Clause, Section 187.22(b) C.O., attached as Exhibit C and made a part of this Agreement. A copy of this Clause must be made a part of every subcontract or agreement entered into for goods or services, and will be binding on all persons, firms and corporations with whom Contractor may deal.

ARTICLE XIX. CONFIDENTIALITY

A. The City's Information

The City's documents and data, in any form, remain the City's property. The City hereby authorizes Contractor to make use of the City's data as is appropriate solely for the performance of this Agreement. During the term of this Agreement, Contractor's employees and agents may be exposed to the City's proprietary and confidential information. Contractor agrees that its agents and employees shall neither use nor disclose to third parties such proprietary information without prior written permission from the City. All of Contractor's officers, employees, and agents shall adhere to this confidentiality obligation. However, this obligation shall not apply to information which is:

1. Readily available to the general public in the form disclosed by the City;

2. Actually and demonstrably known by Contractor before being obtained from the City; or
3. Obtained or acquired by Contractor in good faith and not accompanied by an obligation of secrecy from a third party.

B. Permitted Disclosure

The provisions of this Article in no way restrict any disclosure by either party if such disclosure is pursuant to the law of the jurisdiction governing the matter, an order of any court or governmental agency, the rules or regulations of any governmental agency; or if either party in its judgment determines that such disclosure is necessary in order to comply with, or avoid violation of this section.

C. Public Records

Consultant acknowledges that this Agreement is subject specifically to the Ohio Public Records law and the Ohio Trade Secrets Act.

ARTICLE XX. MISCELLANEOUS

A. All terms and words used in this Agreement, regardless of the number and gender in which they are used, include any other number, singular or plural, and any other gender, as the context of this Agreement may require, as if such words were fully and properly written in the appropriate number and gender.

B. This Agreement represents the parties' complete and final writing and supersedes all informal understandings or oral agreements related to the subject matter of the Agreement.

C. No representation or warranty of any type is binding upon the City, unless expressly authorized in writing in this Agreement.

D. Without regard to its conflict of laws principles, the laws of Ohio govern all matters with respect to this Agreement, including torts. Any dispute

arising under or in connection with this Agreement or related to any matter which is the subject of the Agreement is subject to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio. Each party hereby waives any claim that any a legal proceeding (including any tort claim) brought in accordance with this section has been brought in an inconvenient forum or that the venue of that proceeding is improper.

Each party agrees that the exclusive choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or in any other appropriate forum.

E. Contractor is responsible for its own compliance with all applicable laws and regulations, including but not limited to, those relating to environmental protection, employee safety measures, applicable codes, rules and regulations. Contractor shall hold the City harmless from any liability, loss, cost or expense, including reasonable attorney's fees, arising out of its failure to comply with such laws and regulations.

F. In the event that any one or more of the provisions contained in this Agreement are, for any reason, be held to be invalid, illegal or unenforceable in any respect, such unenforceability will not affect any other provisions of this agreement. The Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained, unless the deletion of the provision or provisions would result in such a material change so as to make the performance of the Agreement unreasonable.

G. The headings of sections and paragraphs, if any, used in this Agreement are used for reference only, and in no way define, limit, or modify the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed original, but such counterparts together constitute but one and the same

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

1. Exhibit A – Contractor’s proposal
2. Exhibit B - Ordinance No. XXXX-XX
3. Exhibit C - Equal Opportunity Clause, Section 187.22(b) C.O
4. Exhibit D - City’s Reimbursable Expense Policy
5. Exhibit E – Board of Control Resolution XXX-XX
6. Exhibit F – Contractor’s Hourly Rate Schedule

In the event of conflict between this Agreement and Contractor’s proposal, the terms of this Agreement will govern.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY OF CLEVELAND

By: _____
James D. DeRosa, Director
Mayor's Office of Capital Projects

Date

[CONTRACTOR]

By: _____

Date

Printed Name: _____

Title: _____

Taxpayer ID Number: _____

The legal form and correctness of this instrument is approved.

MARK GRIFFIN
Director of Law

By: _____
Dennis A. Matejka
Assistant Director of Law

Date: _____

**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:

2.1 Direct Labor 100.00%

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 walky 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.

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.

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.

Exhibit F:
RFP Mailing List

City of Cleveland
 Mayor's Office of Capital Projects
 Division of Architecture and Site Improvement
RFP MAILING LIST

PROJECT: Canal Basin Park
SERVICES: Professional Landscape Architecture/Surveying/Engineering Design Consulting and Community Engagement
DATE: 04/19/23

COMPANY NAME	ADDRESS	TELEPHONE	CONTACT	EMAIL
Advanced Engineering Consultants	1228 Euclid Ave., Suite 320 Cleveland, OH 44115	317-306-1890	Mark Bartone	markb@aecmep.com
AE7	2750 Endicott Rd Cleveland, OH 44120	216-273-7245	Jeff Wetzel	jeff.wetzel@ae7.com
AECOM	1375 Euclid Avenue, Suite 600 Cleveland, OH 44115	216.622.2300	Christian Lynn	lynn.christian@aecom.com
ASC Group, Inc.	7123 Pearl Road, Suite 107 Middleburg Heights, OH 44130	440.845.7590	Shaune Melissa Skinner	sskinner@ascgroup.net
Barber & Hoffman, Inc.	2217 E. 9 th Street, Suite 350 Cleveland, OH 44115	216.875.0100	Jon Leuthaeuser	jleuthaeuser@barberhoffman.com
Behnke Associates Inc.	1215B West 10 th Street Cleveland, OH 44113	216.589.9100	P. Jeffrey Knopp	jkknopp@behnkela.com
Bialosky + Partners, Architects, LLC	6555 Carnegie Avenue Cleveland, OH 44103	216.752.8750	Bruce M. Horton, AIA	bhorton@bialosky.com
Bostwick Design Partnership	2729 Prospect Ave. Cleveland, OH 44115	216.621.7900	Sara Craemer	creamers@bostwickdesign.com
Brandstetter Carroll Inc.	1220 West 6 th Street, Suite 300 Cleveland, OH 44113	216.241.4480	Nancy K. Nozik, AIA	nnozik@bciaep.com
Burgess & Niple	100 West Erie Street Painesville, OH 44077	216.241.9600	Mark Hutson	mark.hutson@burgessniple.com
Byron D. Myers Architect LLC	5432 Mayfield Road Lyndhurst, OH 44124	440.461.9777	Byron D. Myers	byronmyersarch@gmail.com
CBLH Design	7850 Freeway Circle Cleveland, OH 44130	440-243-2000	Anna Jurs	ajurs@cblhdesign.com
Chagrin Valley Engineering Ltd	22999 Forbes Road, Suite B Oakwood Village, OH 44146	440.439.1969	Jeffrey Filarski	bierut@cvelimited.com
Christopher @ Architects LLC	820 West Superior Avenue, Suite 400 Cleveland, Ohio 44113	440.239.9560	Christopher A.T. Toddy, AIA	christopher@architects-llc.cc
City Architecture, Inc.	12205 Larchmere Blvd. Cleveland, OH 44120	216.881.2444	Katie Veasey Gillette	katie@cityarch.com
Compass Consulting Services			Tameka L. Taylor	tameka@COMPASSCONSULTINGSERVICES.COM
The Construction Green Team	5000 Euclid Avenue, Suite 205 Cleveland, OH 44103	216.512.0180	Margaret Hewitt, LEED AP	mxhewitt@tcgreenteam.com

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COMPANY NAME	ADDRESS	TELEPHONE	CONTACT	EMAIL
Consulting Engineering Services, Inc.	13477 Prospect Road, Suite 101B Strongsville, OH 44149	440.238.9699	Ray Chan (Note: email .co not .com)	ray.chan@cengr.co
CT Consultants Engineering, Inc.	8550 Sterling Court Mentor , OH 44060	440.951.9000	Bill Gallagher	bgallagher@ctconsultants.com
CTL Engineering, Inc.	3085 Interstate Parkway Brunswick, OH 444212	330.220.8900	Jessica Donley	idonley@ctleng.com
C.W. Courtney Co. , Garrett Associates	700 Beta Drive Suite 200 Mayfield, OH 44143	(440) 449-4005	Chris Courtney	ccourtney@cwcourtney.com
Deru Landscape Architecture	812 Huron Road East, Suite 411 Cleveland, OH 44115	216.466.4355	Jayne Schwartzberg	jayne@deru-la.com
DesignExplorr			Jacinda Williams	jacinda@desingexplorr.com
Desman Design Management	Terminal Tower 50 Public Square, Suite 626 Cleveland, OH 44113	216.736.7110	Matt Repasky, P.E.	mrepasky@desman.com
DLZ Ohio, Inc.	614 W. Superior Avenue, Suite 1000 Cleveland, OH 44113	216.771.1090	Elaine Magoch	emagoch@dlz.com
DS Architecture	1020 Huron Rd. E., Suite 101 Cleveland, OH 44115	330.678.6144	Lauren Mazurkiewicz	lmazurkiewicz@dsarchitecture.com
Eco Commissions, LLC	1422 Euclid Avenue, Suite 320 Cleveland, OH 44115	888.988.4326	Matthew Nelson	mnelson@ecocommissions.com
Eden Environmental, Inc.	2853 Fairmount Boulevard Cleveland Heights, OH 44118	216.371.4737	Jill Brown	edenenvironmental@sbcglobal.net
Free By Design			Indigo Bishop	indigo.bishop@gmail.com
Fabo Architecture, Inc.	1736 Columbus Road Cleveland, OH 44113	216.241.6150	Laura Brewer	laura.brewer@faboarch.com
Gibbon Architecture	3012 Chadbourne Road Shaker Heights, OH 44102	216.385.5703	Jeff Gibbon	jeff@gibbonarchitecture.com
GPD Group	5595 Transportation Blvd., Suite 100 Cleveland, OH 44125	216.518.5544	Tina M. Belz	tina.belz@gpdgroup.com
Guide Studio	13110 Shaker Square, Suite 101 Cleveland, OH 44120	216.921.0750	Cathy Fromet	cathy@guidestudio.com
HBM Architects	1382 West 9th St., Suite 300 Cleveland, OH 44113	216-241-1100	Renee Moldovansky	renee@hbmarchitects.com

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COMPANY NAME	ADDRESS	TELEPHONE	CONTACT	EMAIL
Heapy	1422 Euclid Ave., Suite 1162 Cleveland, OH 44115	216-862-5846	Jasmine Abraham	jnabraham@heapy.com
HWH Architects Engineers Planners Inc.	1300 East 9th Street, Suite 900 Cleveland, OH 44114	216.875.4000	Craig Brown	crb@hwhaep.com
H2W Environmental Consultants	6105 Heisley Road Mentor, OH 44060	88.804.8484	Barbara Knecht	hzwenv@hzwenv.com
I.A. Lewin, P.E. & Associates	4110 Mayfield Road, Suite B South Euclid, OH 44121	216.291.3131	Isaac A. Lewin, P.E.	ilewin@lewinandassociates.com
IKM Architecture	2529 Detroit Ave., Suite 132 Cleveland, OH 44113	216-678-9456	Jonathan Lusin	jlusin@ikmnc.com
IMEG	672 E Royalton Rd. Broadview Hts., OH 44147	440-262-3070	Michael Long	michael.p.long@imegcorp.com
Intertek/PSI	5555 Canal Rd. Cleveland, OH 44125	216-447-1335	Michael Konrad	michael.konrad@intertek.com
James Corner Field Operations	4 Bryant Park, Floor 11 New York, NY 10018	212-433-1450	Ben Nicholls	bnicholls@fieldoperations.net
Johnson, Mirmiran & Thompson, Inc.	959 West St. Clair Avenue, Suite 300 Cleveland, OH 44113	216.416.2815	Michael A. Augoustidis	maugoustidis@jmt.com
Journey On Yonder (JOY)			Kim Woodford	ksmith05@msn.com
K2M Design	3121 Bridge Ave. Cleveland, OH 44113	216-588-0739	Scott Maloney	smaloney@k2mdesign.com
Kaczmar Architects, Inc.	1468 West 9th St., Suite 400 Cleveland, OH 44113	216-687-1555	Katy	katy@kaczarch.com
Karpinski Engineering	3135 Euclid Avenue Cleveland, OH 44115	216.391.3700	Jennifer Wahl	jwahl@karpinskieng.com
Knight & Stolar, Inc.	3029 Prospect Avenue Cleveland, OH 44115	216.391.0910	Kathleen Jankowski	ki@kslarch.com
KS Associates	260 Burns Road, Suite 100 Elyria, OH 44035	440.365.4730	Lynn S. Miggins	migginsl@ksassociates.com
Langan Engineering & Environmental Services, Inc.	6000 Lombardo Center Suite 210 Cleveland, OH 44131	216.328.3300	Michael DeGruttola	mdegruttola@langan.com
MKSK, Inc.	2019 Center Street Cleveland, OH 44113	216 423 6150	Cullen Meves	cmeves@mkskstudios.com

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Mackey Engineering & Surveying Co.	7017 Pearl Road Cleveland, OH 44130	440.886.4500	Michael Mackay	mmackay@mackayeng-surv.com
McGuiness Unlimited, Inc.	15724 Stillwood Avenue Cleveland, OH 44111	440.667.5120	Erin McGuiness	erinm@mcguinessunlimited.com
Makovich & Pusti Architects, Inc	111 Front St. Berea, OH 44017	440.891.8910	Don Rerko	drerko@mparc.com
Metropolitan Architecture Studio	2310 Superior Avenue, Suite 240 Cleveland, OH 44114	216.623.0290	Kathleen Tark	ktark@metroarchstudio.com
Moody-Nolan, Inc.	4415 Euclid Avenue, Suite 100 Cleveland, OH 44103	216.432.0696	Rachel Rauscher	rtauscher@moodynolan.com
Merritt Chase	166 46th Street Pittsburgh, PA 15201	317 319 2460	Chris Merritt	cmerritt@merrittchase.com
OHM Advisors	6555 Carnegie Avenue, Suite 201 Cleveland, OH 44103	216.865.1335	Matt Hils	matt.hils@ohm-advisors.com
The Osborn Engineering Co.	1100 Superior Avenue, Suite 300 Cleveland, OH 44114	216.861.2020	Jennifer Stull	jistull@osborn-eng.com
Otisco Engineering	601 Millard Dr. Bay Village, OH 44140	216.276.6354	Patrick Nortz	patnortz@otiscoengineering.com
PAADG Studios			Benjamin Herring	cbherring@gmail.com
Pardo Consultants, Inc.	3343 East 139th Street Cleveland, OH 44117	216.401.2537	Ramon Pardo	rpardo@pardoconsultants.com
Partners Environmental Consulting, Inc.	31100 Solon Road, Suite G Solon, OH 44139	440.248.6005	Dan Brown	dbrown@partnersenv.com
PCS, Project and Construction Services	1301 E. 9 th Street, Suite 2100 Cleveland, OH 44114	216.619.1700	Pete Perticarini	pperticarini@pcscompanies.com
Pro Geotech Inc.	3201 East Royalton Road Cleveland, OH 44147	440.717.1415	Walid Najjar	wnajjar@progeotech.com
PSI Inc.	5555 Canal Road Cleveland, OH 44125	216.447.1335	Erin Ryan	erin.ryan@psiusa.com
PTA Engineering, Inc.	275 Springside Dr., Suite 300 Akron, OH 44333	330.666.3702	Patrick Klanac	pklanac@ptaengineering.com
Perspectus Architecture	13212 Shaker Sq. Cleveland, OH 44120	216.752.1800	Elizabeth Corbin Murphy, FAIA	emurphy@perspectusarch.com

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COMPANY NAME	ADDRESS	TELEPHONE	CONTACT	EMAIL
Quinn Evans Architects	4219 Woodward Ave., Suite 301 Detroit, MI 48201	313.462.2550	Brandon Friske	bfriske@quinnevans.com
Regency Construction Services	14600 Detroit Avenue, Suite 1495 Lakewood, OH 44107	216.529.1188	Tari Rivera	riverat@regencycsi.com
R. Engineering Team, LLC	3100 East 45th Street, Suite 306 Cleveland, OH 44127	216.361.2500	Tom Roberts, Jr.	rengineeringteam@gmail.com
Resource International, Inc.	6350 Presidential Gateway Columbus, OH 43231	614.823.4949	Farah B. Majidzadeh	farahm@resourceinternational.com
R.E. Warner & Associates, Inc.	25777 Detroit Road, Suite 200 Westlake, OH 44145	440.835.9400	Brett Neff	bneff@rewarner.com
Richard L. Bowen + Associates, Inc.	13000 Shaker Boulevard Cleveland, OH 44120	216.491.9300	Allan Renzi	arenzi@rlba.com
The Riverstone Company	2310 Superior Avenue, Suite 110 Cleveland, OH 44114	216.491.2000	Dave Pietrantone, P.E.	dpietrantone@riverstonesurvey.com
R.K. Levitz, LLC	2859 Eaton Road Shaker Heights, OH 44122	216.218.4035	Richard Levitz	rklevitz@rklevitzllc.com
Robert P. Madison International	2930 Euclid Avenue Cleveland, OH 44115	216.861.8195	Robert Klann	rklann@rpmadison.com
Sandhu & Associates, Inc.	26031 Center Ridge Road, Suite A Westlake, OH 44145	440.892.4470	Surjit S. Sandhu	ssandhu@sandhuinc.com
Seventh Hill			David Jurca	david@seventhhilldesign.com
Sixmo, Inc.	28045 Clemens Rd., Suite D Westlake, OH 44145	216-767-5400	Patrick Thornton	pthornton@sixmoae.com
Smith Group	1240 Huron Road East, Suite 410 Cleveland, OH 44115		Michael Johnson, ASLA	michael.johnson@smithgroup.com
Somat Engineering of Ohio, Inc.	1100 Superior Avenue, Suite 300 Cleveland, OH 44114	216.479-0300	Kim LeBlanc	kleblanc@somateng.com
Stephen Hovancsek and Associates, Inc.	Two Merit Drive Richmond Heights, OH 44143	216.731.6255	Andrew Blackley	ablackley@hovancsek.com
Stuart Dean Company, Inc.	2615 St. Clair Avenue Cleveland, OH 44114	216.575.0150	Joseph V. Hric, III	jhric@stuartdean.com
Suhail & Suhail, Inc.	18405 May Court Chagrin Falls, OH 44023	800.660.4291	Nissar Suhail	nsuhail@suhailgroup.com

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COMPANY NAME	ADDRESS	TELEPHONE	CONTACT	EMAIL
The Kelly-Buck Company	Fairmont Creamery Building 2306 West 17th Street, Suite 1 Cleveland, OH 44113	216.861.1716	Mike Lyden	mike.lyden@kelly-buck.com
Tec, Inc.	33851 Curtis Boulevard, Suite 216 Eastlake, OH 44095	440.953.8760	Terry Kilbourne	tkilbourne@tecinc1.com
Then Design Architecture	4135 Erie Street Willoughby, OH 44094	440.346.3719	Christopher D. Smith	CSmith@thendesign.com
Third Space action Lab			Evelyn Burnett	evelyn@3rdspaceactionlab.com
Thorson Baker & Assoc., Inc.	3030 W. Streetsboro Road Richfield, OH 44286	330.659.6688	Jennifer Sherwoos	jeshewood@thorsonbaker.com
Tomsik & Tomsik Architects, Inc.	921 Literary Road Cleveland, OH 44113	216.781.7385	Michael Tomsik	tmichael@tomsik.com
Van Auken Akins Architects LLC	1422 Euclid Avenue, Suite 1010 Cleveland, OH 44115	216.241.2220	Jaqueline Akins	jakins@vaakins.com
VOCON	3142 Prospect Ave. Cleveland, OH 44115	216-588-0800	Paul Voinovich	paul.voinovich@vocon.com
WANIX Architects	25109 Detroit Road, Unit 350 Westlake, OH 44145	440.218.9088	Xin 'Cindy' Wan	xinwan@wanixarchitects.com
Weber Murphy Fox	1801 E. 9 th Street, Suite 1500 Cleveland, OH 44114	216.623.3700	Sean Plunkett	splunkett@wmf-inc.com
Westlake Reed Leskosky/DLR Group	1422 Euclid Avenue, Suite 300 Cleveland, OH 44115	216.522.1350	Matthew Janiak	mjaniak@dlrgroup.com
Whitley & Whitley Architects and Planners, LLC	12806 Northwood Avenue, Suite 5 Cleveland, OH 44120	216.370.7883	Scott Whitley	swhitley@whitleywhitley.com
WHS Engineering Inc.	2012 West 25 th Street, Suite 200 Cleveland, OH 44113	216.227.8505	William H. Shepardson	bill@whs-eng.com
Wiss, Janney, Elstner Associates, Inc.	9655 Sweet Valley Drive, Suite 3 Cleveland, OH 44125	216.642.2300	David Cheyne	dcheyne@wje.com
Zarzycki•Malik Architects	7500 Pearl Road Middleburg Hts., OH 44130	440.816.2111	Robert Zarzycki	rzarzycki@zmarchitects.com
Ziska Architecture	3047 Prospect Avenue Cleveland, OH 44115	216.391.9700	Richard Ziska, AIA, LEED AP	rick@ziskaarchitecture.com
Organic Connects			Whitnye Long-Jones	wjl@organicconnects.org

Exhibit G:
Canal Basin Park 2022 Concept Plan



Exhibit H:

Canal Basin Park – Survey Limits



CITY PARCELS SURVEYING LIMITS

Cuyahoga County GIS Viewer

EXHIBIT H



1:1,200

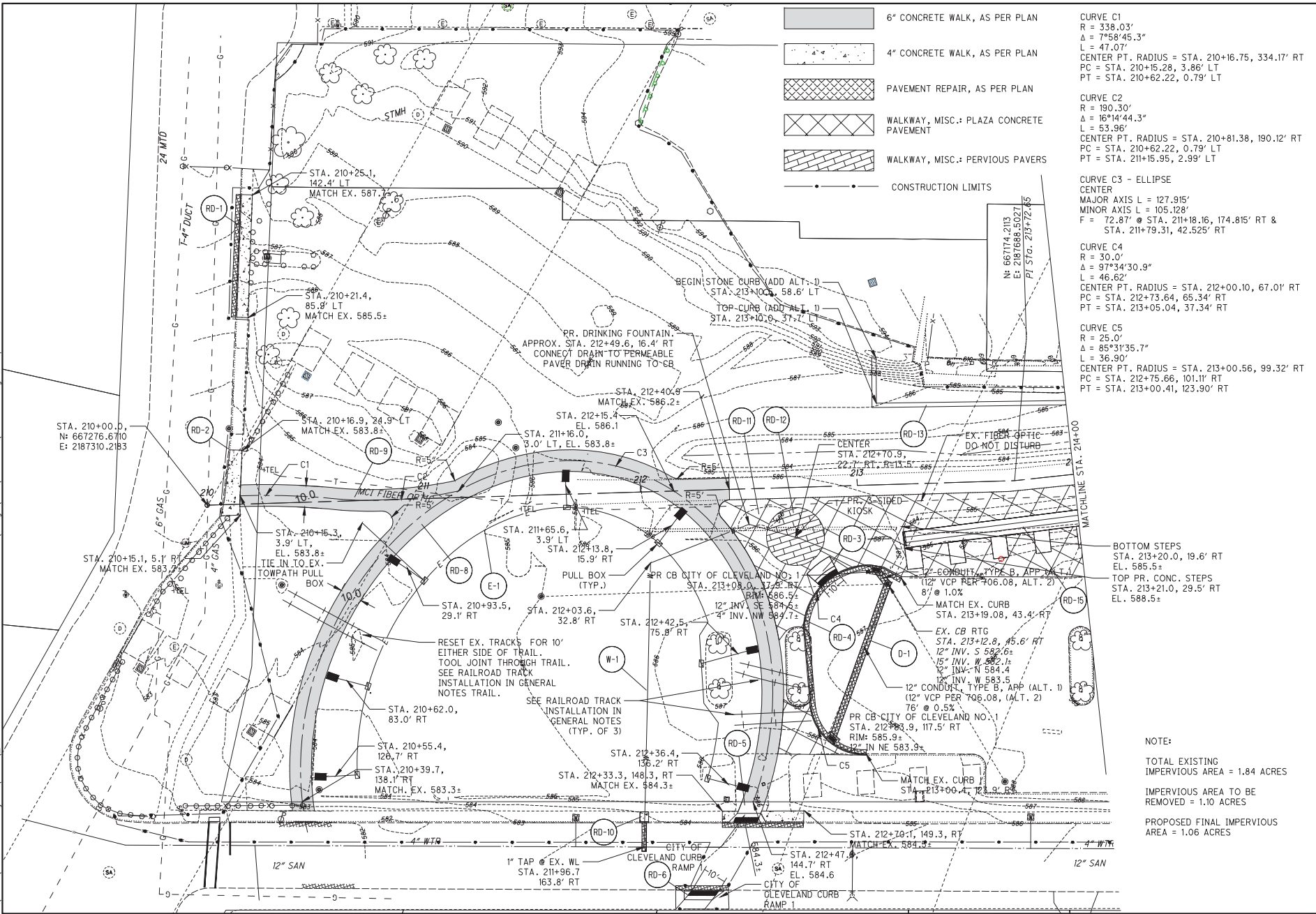
Date Created: 4/17/2023

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

Exhibit I:

Towpath Trailhead 2021 Layout Plan



- 6" CONCRETE WALK, AS PER PLAN
- 4" CONCRETE WALK, AS PER PLAN
- PAVEMENT REPAIR, AS PER PLAN
- WALKWAY, MISC.: PLAZA CONCRETE PAVEMENT
- WALKWAY, MISC.: PERVIOUS PAVERS
- CONSTRUCTION LIMITS

CURVE C1
 R = 338.03'
 $\Delta = 7^{\circ}58'45.3''$
 L = 47.07'
 CENTER PT. RADIUS = STA. 210+16.75, 334.17' RT
 PC = STA. 210+15.28, 3.86' LT
 PT = STA. 210+62.22, 0.79' LT

CURVE C2
 R = 190.30'
 $\Delta = 16^{\circ}14'44.3''$
 L = 53.96'
 CENTER PT. RADIUS = STA. 210+81.38, 190.12' RT
 PC = STA. 211+15.95, 2.99' LT
 PT = STA. 211+15.95, 2.99' LT

CURVE C3 - ELLIPSE
 CENTER
 MAJOR AXIS L = 127.915'
 MINOR AXIS L = 105.128'
 F = 72.87' @ STA. 211+18.16, 174.815' RT &
 STA. 211+79.31, 42.525' RT

CURVE C4
 R = 30.0'
 $\Delta = 97^{\circ}34'30.9''$
 L = 46.62'
 CENTER PT. RADIUS = STA. 212+00.10, 67.01' RT
 PC = STA. 212+73.64, 65.34' RT
 PT = STA. 213+05.04, 37.34' RT

CURVE C5
 R = 25.0'
 $\Delta = 85^{\circ}31'35.7''$
 L = 36.90'
 CENTER PT. RADIUS = STA. 213+00.56, 99.32' RT
 PC = STA. 212+75.66, 101.11' RT
 PT = STA. 213+00.41, 123.90' RT

NOTE:
 TOTAL EXISTING IMPERVIOUS AREA = 1.84 ACRES
 IMPERVIOUS AREA TO BE REMOVED = 1.10 ACRES
 PROPOSED FINAL IMPERVIOUS AREA = 1.06 ACRES

CALCULATED
 DLF
 CHECKED
 XXX

HORIZONTAL SCALE IN FEET

SITE PLAN
 STA. 210+00 TO STA. 214+00

CUY-TOWPATH TRAIL
 STAGE 4 TRAILHEAD

23
96

Exhibit J:

Towpath Trailhead 2021 Current Condition Photo

