



THE CITY OF  
**TALLMADGE**  
HISTORY MOVING FORWARD

## SPECIFICATIONS & PROPOSAL:

### MACA FIBER INSTALLATION TO MACA PARK 2021

**Bids due: *March 11, 2021 @ 10 a.m.***

**Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

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David G. Kline, Mayor  
Michael Rorar, Director of Public Service

46 North Avenue, Tallmadge, Ohio 44278

Phone 330-633-0854 ▪ Fax 330-633-1359

**City of Tallmadge Department of Public Service  
Invitation to Bid**

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Thursday, March 11, 2021. (City Hall is open for public access Monday thru Friday from 10:00 a.m. to 3:00 p.m.) Bids being opened immediately thereafter in the Council Chambers of the Municipal Building for:

**MACA FIBER INSTALLATION TO MACA PARK**

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at <https://www.tallmadge-ohio.org> or [www.vendorregistry.com](http://www.vendorregistry.com).

Bidders must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Bid Proposal form. Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

A bid bond equal to 100% of the bid or a certified check, cashier's check, or a letter of credit in the amount of 10% of the bid to be held as guarantee that in the event a contract is awarded to the bidder, such contract will be duly executed, and its performance properly secured. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

The award of this contract shall be to the lowest and best bidder. The City of Tallmadge reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.

The bidder is responsible for monitoring the Vendor Registry website for any official addenda.

Please contact Tina Fiocca in the Public Service Department at [tfiocca@tallmadge-ohio.org](mailto:tfiocca@tallmadge-ohio.org) if you have any questions regarding this bid.

Project Estimate \$78,000

Michael Rorar  
Director of Public Service  
Ordinance 25-2021

**Published in the Akron Beacon Journal:**  
February 21, 2021  
February 28, 2021

## **Table of Contents and Bidder's Checklist**

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- \_\_\_\_\_ Cover sheet (Page 1)
- \_\_\_\_\_ Invitation to Bid (Page 2)
- \_\_\_\_\_ Table of Contents and Bidder's Checklist (Page 3)
- \_\_\_\_\_ Section I: Instruction to Bidders (Pages 4 - 5)
- \_\_\_\_\_ Section II: Bid Forms (Pages 6 - 21)
  - \_\_\_\_\_ Bid Form List
  - \_\_\_\_\_ Bid Form 1: Note
  - \_\_\_\_\_ Bid Form 2: Bid Guaranty and Contract Bond
  - \_\_\_\_\_ Bid Form 3: Non-Collusion Affidavit
  - \_\_\_\_\_ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
  - \_\_\_\_\_ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
  - \_\_\_\_\_ Bid Form 6: Certification of Drug Free Workplace
  - \_\_\_\_\_ Bid Form 7: Certification for Local Preference Certification
  - \_\_\_\_\_ Bid Form 8: Affidavit in Compliance with Section 3517.13
  - \_\_\_\_\_ Bid Form 9: Independent Contractor Anti-Bias Disclosure
  - \_\_\_\_\_ Bid Form 10: Certification of No Personal Interest
  - \_\_\_\_\_ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
  - \_\_\_\_\_ Bid Form 12: OPERS Form
- \_\_\_\_\_ Section III: Bid Specifications (Pages 22-28)
- \_\_\_\_\_ Section IV: Proposal and Signature Pages (Page 29)
- \_\_\_\_\_ Section V: Site Map Maca Fiber Run (Page 30)
- \_\_\_\_\_ Section VI: Conduit X- Section Crossings (Pages 31-38)
- \_\_\_\_\_ Section VII: Tallmadge Codified Ordinance (Page 39)
- \_\_\_\_\_ Section VIII: Equipment List (to be submitted with bid) (Page 40)
- \_\_\_\_\_ Section IX: Bidder References (to be submitted with bid) (Page 41)
- \_\_\_\_\_ Section X: Experience of Management/Supervisory Personnel (Page 42)
- \_\_\_\_\_ Section XI: Energy Transfer Company General Guidelines (Pages 43 - 49)

## SECTION I: INSTRUCTIONS TO BIDDERS

All pages of the Bid Proposal, Specifications and Contract Documents must be intact and included in the bid submittal. Bidders must use the forms provided on the City of Tallmadge website as none other will be accepted.

*The City of Tallmadge does encourage bidders to submit all bid forms with their bids.*

Submit all bids to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Invitation to Bid posted on the City of Tallmadge's website at [https:// www.tallmadge-ohio.org](https://www.tallmadge-ohio.org)

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department, no later than 10:00 a.m. on Thursday, March 11, 2021. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM local time on Thursday, March 11, 2021.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this invitation for bid.

All addendums will be posted on the City website through Vendor Registry. It is the bidder's responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders. All bidders should register with [www.vendorregistry.com](http://www.vendorregistry.com) so that the City has all the necessary vendor information.

In reviewing bids to determine who is the lowest and best, the City will take into consideration the extent to which the bid conforms to the bid specifications and the qualifications of the bidder to satisfactorily implement the requirements of the Contract. The City specifically reserves the right to reject any bids for which the bidder fails to demonstrate the ability to provide the service required in a responsible manner.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Tallmadge may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Bid will be awarded to the lowest and best bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to provide the required services, the City reserves the right to request service from other sources.

After award of the bid, by the City of Tallmadge, the successful bidder will receive an official award notification from the City. The signed contract will represent agreement between the City and the successful bidder (all terms of the bid specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City of Tallmadge, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor

shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The contractor shall provide to the City of Tallmadge a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The City of Tallmadge must be included as an additional insured.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

After satisfactory completion of services, the Contractor shall forward invoice(s) to the following address: The City of Tallmadge, Public Service Department, 46 North Ave., Tallmadge, Ohio 44278.

## SECTION II: BID FORMS

- \_\_\_\_\_ Bid Form 1: Note
- \_\_\_\_\_ Bid Form 2: Bid Guaranty and Contract Bond
- \_\_\_\_\_ Bid Form 3: Non-Collusion Affidavit
- \_\_\_\_\_ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
- \_\_\_\_\_ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
- \_\_\_\_\_ Bid Form 6: Certification of Drug Free Workplace
- \_\_\_\_\_ Bid Form 7: Certification for Local Preference
- \_\_\_\_\_ Bid Form 8: Affidavit in Compliance with Section 3517.13
- \_\_\_\_\_ Bid Form 9: Independent Contractor Anti-Bias Disclosure
- \_\_\_\_\_ Bid Form 10: Certification of No Personal Interest
- \_\_\_\_\_ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
- \_\_\_\_\_ Bid Form 12: OPERS Form

NOTE

The bidder hereby agrees that the Public Service Director has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bidder.

\_\_\_\_\_  
(Signature of Officer, Partner or Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Business Address of Bidder)

\_\_\_\_\_  
(Business Phone Number of Bidder)

CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of: \_\_\_\_\_

\_\_\_\_\_ on  
(State Amount)

\_\_\_\_\_  
(Name of Bank or Bonding Company)

deposited herewith.

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Date)

ALL BIDS NOT IN CONFORMITY WITH THESE PROVISIONS WILL BE REJECTED.

**BID GUARANTY/ CONTRACT BOND/ MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Sureties, are hereby held and firmly bound unto the

CITY OF TALLMADGE, OHIO

as Obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to undertake the Project known as:

\_\_\_\_\_

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above name Principal has submitted a Bid for \_\_\_\_\_ for the City of Tallmadge, Ohio;

NOW THEREFORE, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Bid and the other contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith Contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for



the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that a maintenance guarantee, with good and sufficient surety, in the amount of ten percent (10%) of the amount of the performance guarantee for a period of two (2) years from and after the date of completion and acceptance by the Owner, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Drawings or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_Principal

By \_\_\_\_\_

\_\_\_\_\_Surety

By \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

(SEAL)

**IMPORTANT -** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

Being duly sworn, do depose and say:

that \_\_\_\_\_  
(Insert names of all persons, firms or corporations interested in the  
bid.)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, head of any Department or bureau, or employee therein, or any officer of the City of Tallmadge is directly or indirectly interested therein.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_.

THIS AFFIDAVIT MUST BE EXECUTED FOR THE APPLICATION TO BE CONSIDERED.

**STATEMENT OF NON-LIABILITY  
FOR DELINQUENT PERSONAL PROPERTY TAXES\***

STATE OF OHIO                                 )  
  )SS:  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, says that  
(See note below)  
at the time of the submission of said bid said affiant was not charged with delinquent  
personal property taxes on the general tax list of personal property of  
.

\_\_\_\_\_  
(Name of County and State)

(See note below)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public in and for the  
COUNTY OF \_\_\_\_\_ STATE \_\_\_\_\_

My Commission expires \_\_\_\_\_

**Note:**  
Where an individual has submitted a bid, the name of the individual should appear here.  
Where an individual signs for a partnership, the name of the partner signing for the  
partnership should appear together with the name of the partnership. Where a  
corporation has submitted a bid, the name of the officer, his position, and the name of the  
corporation should appear.

**\*Complete either Statement of Non-Liability or Statement of Liability, but not both.**

**STATEMENT OF LIABILITY  
FOR DELINQUENT PERSONAL PROPERTY TAXES\***

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, says that  
(See note below)

he may be awarded a contract by \_\_\_\_\_  
(Name of Subdivision)

after competitive bidding; and that at the time of the submission of said affiant  
was charged with delinquent personal property taxes on the general tax list of  
personal property of \_\_\_\_\_.  
(Name of County and State)

and that the amount of the due and unpaid delinquent tax is \$ \_\_\_\_\_  
and

that the amount of the due and unpaid penalties and interest is \$ \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_ of  
20\_\_.

Notary Public in and for the

COUNTY OF \_\_\_\_\_ STATE OF

My commission expires \_\_\_\_\_

**Note:**

Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

**\*Complete either Statement of Non-Liability or Statement of Liability, but not both.**

CERTIFICATION OF  
DRUG FREE WORKPLACE

BIDDER'S NAME: \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_

CITY, STATE:  
\_\_\_\_\_

Project:  
\_\_\_\_\_

CERTIFICATION

The undersigned, being a duly authorized agent of the Bidder does certify that the following facts are true:

1. Bidder has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the workplace is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
2. It is the policy of the Bidder that any employee convicted of violating a criminal drug statute occurring in the workplace is required to notify the employer of said conviction within five (5) days after such conviction.
3. Bidder has published notice specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
4. Bidder has implemented a program for the distribution of information on drug abuse awareness and the availability of counseling and referral services.

I further certify and understand that the City of Tallmadge, pursuant to Ordinance 142- 1994, can enter into a contract resulting from the competitive bidding process only with those Bidders who provide a drug free workplace by meeting the above requirements.

DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Title:  
\_\_\_\_\_

## CERTIFICATION FOR LOCAL PREFERENCE

The undersigned bidder does hereby certify that his principal place of business is within the corporate limits of the City of Tallmadge, Ohio or within the Brimfield / Tallmadge JEDD Area and that he qualifies as a **“local business”** by complying with the following policy as established by Ord. 126-97 Section 143.06:

### Local Preference Policy

A. DEFINITIONS:

1. “Business” means a domestic corporation, sole proprietorship, partnership, or joint venture whose principal place of business is located in Tallmadge, Ohio or is located within the area designated as a Joint Economic Development District as established by the City of Tallmadge and the Township of Brimfield. If one party to joint venture has its principal place of business in Tallmadge, Ohio, or is located within the Joint Economic Development District, the joint venture shall be considered as having its principal place of business in Tallmadge. No business as defined herein shall benefit from the local preference policy unless it is participating in the JEDD by withholding and paying City income tax.

2. “Bidder” means the respondent to invitations to bid and/or to requests for proposals.

B. Bidders having established their principal place of business in Tallmadge, Ohio for two successive calendar years immediately preceding the bid opening date or proposal date, may be preferred as lowest if their bid does not exceed the lowest bid by more than 3%, not to exceed ten thousand dollars (\$10,000) of the apparent low bid.

C. To qualify for local preference bidders shall include the following on their bid or proposal documents:

1. Certification that “The bidder of offer hereby certifies that its principal place of business is in Tallmadge, Ohio and has been for at least two successive years immediately preceding the opening date herein”.

2. Location of principal place of business.

3. Date of business establishment

4. If the bid is for a City vehicle or motor vehicle or accessory, the bidder’s price shall be the same as or lower than the State Purchasing Program price.

D. Each bidder shall have only one principal place of business.

E. Local preference may be applied as provided herein where prohibited by state or federal law.

F. Local preference may be applied in considering the lowest bid and shall not waive or nullify evaluation of bidders which are responsive and responsible or lowest and best.

G. In determining the qualifications of bidders for supplies, commodities, materials, equipment, furnishings or general services as lowest responsive and responsible or lowest and best bidder, the Board of Control shall exercise a preference of local bidders as provided for herein. The local preference shall apply to contracts for the building, repair or renovation of public buildings or improvements

BIDDER’S NAME \_\_\_\_\_ DATE BUSINESS ESTABLISHED \_\_\_\_\_

Location of principal place of business \_\_\_\_\_

Successive years at this location immediately prior to bid opening date: \_\_\_\_\_

DATED \_\_\_\_\_ Signed \_\_\_\_\_

# AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

Personally, appeared before me the undersigned, a bidder, a representative of a bidder, a contractor or vendor on behalf of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Business) (Type of Product or Service)

to be let by the City of Tallmadge, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under R.C. Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the corporation, business trust, estate, individual business owner, partner or owner of partnership or other unincorporated business, shareholder of an association, that all of the following persons, where applicable, are in compliance with R.C. 3517.13.
  - a. each owner of more than twenty percent of a corporation.
  - b. each individual, partnership or other unincorporated business, association, including without limitation, professional associations.
  - c. each shareholder of an association, administrator or executor of any estate and trustee of any trust, or political action committee associated with any of the foregoing.
  - d. each spouse of the above.
  - e. each child seven years of age to seventeen years of age of any of the above.
  - f. any combination of the above.
2. The undersigned further certifies that if awarded a contract as a result of competitive bidding, or request for proposals, he, she or it shall not once the contract is awarded and extending until one year following the conclusion of the contract, make as an individual, one or more campaign contributions totaling in excess of \$1,000 or collectively, contributions totaling in excess of \$2,000 (over a two year period), to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, including individuals or groups of individuals specified in paragraph 1, above.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me, a notary public, and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

CITY OF TALLMADGE  
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

1. To the best of your knowledge, do you have any prior relationship(s) with any employee, elected official, or non-elected official of the City of Tallmadge?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. If you answered yes to question number 1, Please check the appropriate box(es) that describe that relationship(s)

<input type="checkbox"/>	Spouse
<input type="checkbox"/>	Child whether dependent or independent
<input type="checkbox"/>	Parent
<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Sibling
<input type="checkbox"/>	Aunt/Uncle
<input type="checkbox"/>	In-law
<input type="checkbox"/>	Stepchild
<input type="checkbox"/>	Stepparent
<input type="checkbox"/>	Step grandparent
<input type="checkbox"/>	Step sibling
<input type="checkbox"/>	Step aunt/Step Uncle
<input type="checkbox"/>	Any other person related by blood or marriage and residing in the same household
<input type="checkbox"/>	Prior business relationship or business associate
<input type="checkbox"/>	Friend
<input type="checkbox"/>	Other significant relationship



1. If you answered Other significant relationship in question number 2, please explain below:

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2. Please provide below the name(s) of any and all employees of the City of Tallmadge with whom you have any of the above relationships:

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I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF TALLMADGE**  
**CERTIFICATION OF NO PERSONAL INTEREST**

Under penalty of perjury, I hereby certify that:

1. I am not a family member of any public official or public servant of the City of Tallmadge, unless otherwise disclosed in writing to all officers and elected officials of the city.
2. I am not a business associate of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.
3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of the City of Tallmadge and has an ownership interest greater than 5% in the contractor's organization.
4. No owner, officer, employee, or agent of contractor's organization gave, offered or promised anything of value, including future benefits, to a public servant or public official of the City of Tallmadge, other than the consideration expressly provided for in the contract.

DATE: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature Title

# OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

Please answer the questions below to determine if you will be required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

**Question 1:**

Are you a sole proprietor/independent contractor?

Yes. You are required to complete the attached OPERS Independent Worker/Contractor Acknowledgement Form. If you have less than 5 employees, each employee is also required to complete the form.

No. Please go to Question 2.

**Question 2:**

Are you a business entity with less than 5 employees?

Yes. You and each of your employees are required to complete the attached OPERS Independent Worker/Contractor Acknowledgement Form.

No. Please sign the statement below.

I have answered the above questions accurately and truthfully. Based on those answers, I will not be completing the OPERS Independent Worker/Contractor Acknowledgement Form .

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**



# INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

## STEP 1: Personal Information

Social Security Number

— — —

First Name

MI Last Name

## STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI Last Name

Employer Code

Employer Contact Phone Number

— —

Service Provided to Public Employer

Start Date of Service

Month Day Year  
/ /

End Date of Service

Month Day Year  
/ /

**STEP 3: Acknowledgment**

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

**This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name

## SECTION III: BID SPECIFICATIONS

### A. SCOPE OF WORK

1. The following work shall consist of furnishing all materials, equipment, and labor necessary to complete the installation of conduits, fiber and vaults to run fiber to Maca Park.
2. All work performed by the contractor will be subject to inspection by the City of Tallmadge Street and or Service Department and payment will be withheld for any work not complying with the above referenced specs until the deficiencies are corrected. Deficiencies shall be corrected at the sole expense of the contractor.
3. Contractor shall be responsible for clean-up, all parts of the work area and the removal of all material, packing, waste, debris and surplus material, to leave the area in as good a condition as when the work commenced.

### B. EQUIPMENT AND PERSONNEL SPECIFICATION

Equipment, tools, and personnel to be supplied by the contractor include:

1. The contractor will supply the necessary equipment to fulfill the job such as hand tools, directional boring machine, testing equipment, trucks, etc.
2. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools, and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools, or equipment.
3. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used.
4. All traffic control devices will be in place prior to construction. Devices no longer needed will be removed as quickly as possible.

### C. SAFETY AND LIABILITY

1. Contractor must provide manufacturer's product data including MSDS sheets.
2. Contractor must be fiber certified technician.
3. Contractor must contact Ohio Utilities Protection Services to have utilities marked before the start of the project. Call 811
4. Contractor must contact Energy Transfer Company and abide by all General Guidelines for Third- Party Construction or Maintenance Activities on pages 37 -43 prior to crossing the Sun Pipeline.
5. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations.
6. Contractor, its agents, successors and assigns shall comply with all rules of the Summit County Health Department and City and all applicable Ohio Department of Health orders and CDC Guidelines.
7. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).  
[http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhioOMUTCD/Pages/OMUTCD2012\\_current\\_default.aspx](http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhioOMUTCD/Pages/OMUTCD2012_current_default.aspx)
8. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
9. Pedestrian traffic areas must be maintained at all times. Pedestrians will not be routed on to private property.
10. Care needs to be taken with the hazard posed by broken pieces of fiber. The following safety requirements standards must be met when working with bare fiber:

- a. Live optical fiber ends (live fibers are those with signals being sent through them) shall not be inspected by technicians; fibers shall be dark (no signal being transmitted) when inspected. Care shall be taken in verifying that the fibers are not live, since the light used in most optical systems is not visible to the human eye.
- b. If there is a risk of fibers being inspected live, especially when the system light source is a laser, all technicians working on the system shall wear protective glasses which have infrared filtering.
- c. Fiber-optic work areas shall be clean, organized, well-lit, and shall be equipped with a bottle or other suitable container for broken or stray fiber pieces.
- d. No food, drink, or smoking shall be allowed in areas where fiber-optic cables are spliced or terminated, or in any area where bare fibers are being handled.
- e. Technicians making fiber terminations or splices or working with bare fiber shall be supplied with double-sided tape, or some other effective means, for picking up broken or stray pieces of fiber. All work areas where bare fiber may exist shall be repeatedly and consistently cleared of all bare fiber pieces. All bare fiber pieces shall be disposed of so that they cannot escape and cause a hazard. (For example, bare fibers should be sealed in some type of bottle or container before being dumped into a wastebasket.)
- f. All technicians working on bare fiber shall thoroughly wash their hands immediately when leaving the work area. They shall also check their clothing and pat themselves with clean tape to remove any stray pieces of bare fiber.

**D. OTHER REQUIREMENTS**

1. Contractor must be an installer of conduit and fiber installation for a period of 5 years or longer.
2. Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of its work under this contract including business license requirements of the City of Tallmadge.
3. Contractor shall not pull the crew off-line for work in another locale without first receiving permission from the City Service Director.
4. The contractor will notify (if applicable) the adjacent property owners a minimum of 24 hours in advance of construction.

**E. AWARD PROCESS**

1. Contracts will be awarded based on the sum of lowest and best bidder for conduit and fiber installation services.
2. The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge. Agreement may be canceled by either party upon 10-day written notice.

**F. QUESTIONS AND ADDENDA**

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. All questions should be directed to:  
Tina Fiocca  
City of Tallmadge Service Department  
Email: [tfiocca@tallmadge-ohio.org](mailto:tfiocca@tallmadge-ohio.org)
3. Bidders are expected to and responsible for monitoring the Vendor Registry for all official addenda.
4. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
4. Please be advised that when you submit a bid to the City of Tallmadge, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
6. Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Michael Rorar, Director of Public Service at [mrorar@tallmadge-ohio.org](mailto:mrorar@tallmadge-ohio.org) If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
7. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Tallmadge may reject said bid.
8. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids. DUE TO COVID 19 RESTRICTIONS, CITY HALL IS CURRENTLY CLOSED TO THE PUBLIC. IF DROPPING OFF THE BID PACKET IN PERSON PLEASE CALL 330-633-0854 or 330-633-0900. AN EMPLOYEE WILL MEET YOU AT THE DOOR.

**G. Time of Completion and Liquidated Damages**

1. The bidder shall complete work on the project and the various elements thereof on or before May 1, 2021. The bidder shall also pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided. The contractor shall continue to pay liquidated damages in the amount indicated until such time that all work is substantially complete.



## H. DIRECTIONAL BORE 2" CONDUIT

### 1. DESCRIPTION:

All conduits shall be furnished and installed in accordance with the requirements of ODOT C&MS 625.12 and 725.051, ODOT SCD'S and ODOT TEM.

Before the drilling begins, pre-plan the bore path to carefully avoid obstructions such as other underground utilities. The conduit shall be installed using a directional drill or bore machine. The minimum depth will be no less than 36" in depth from the existing grade.

Maca Creek Crossing requires that the drill head is tracked. Assuring zero disturbance of the stream nor its riparian habitats.

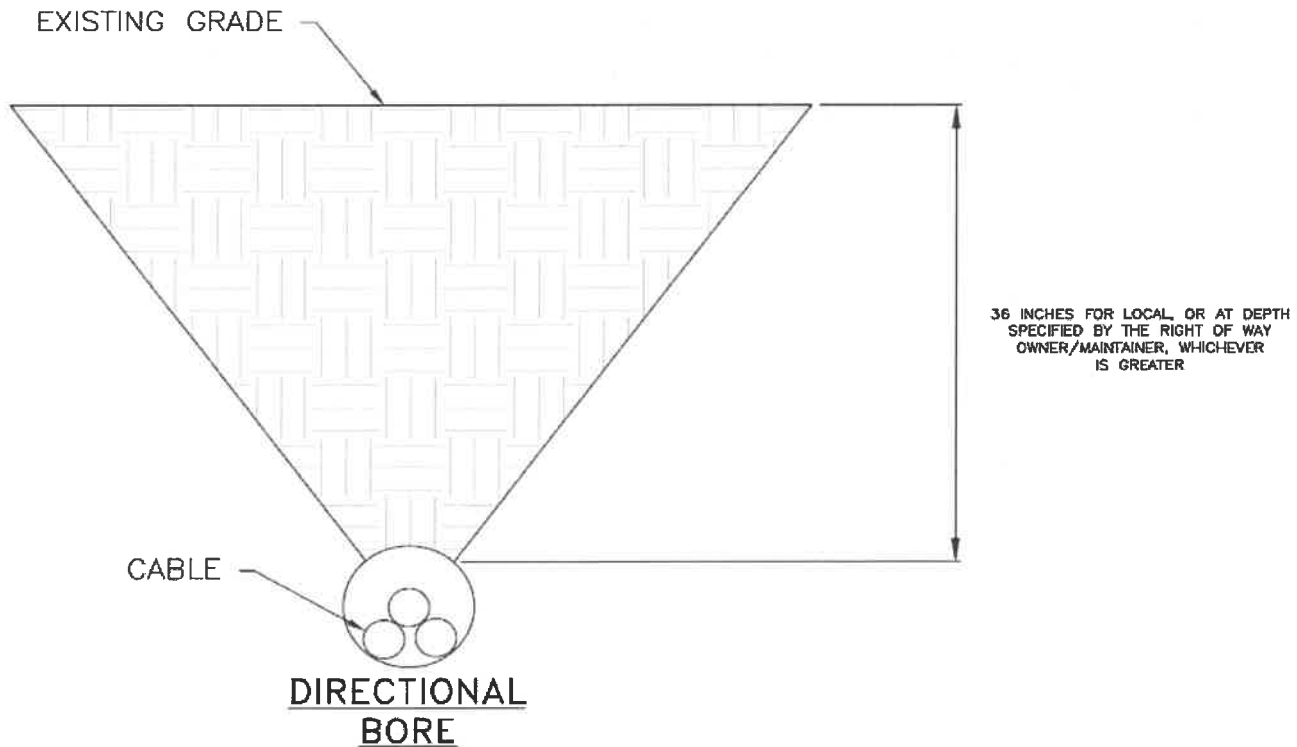
Conduit needs to be 2" SDR 13.5, smooth wall, orange, with 1800 lbs. pull string or mule tape for each conduit.

Two 2" diameter conduits will be used for all fiber except for 1 inch diameter conduit for drops with the maximum of (4) drops per conduit.

All conduits shall be at a minimum depth of 3 feet below the existing grade and follow sheets 31- 38.

Tracer wire shall be installed in conduit.

This will include all labor to pull back (2) 2" conduits.



DIRECTIONAL BORE X- SECTION

## 2. RESTORATION:

Restore all disturbed areas to their original or better condition.

Replace and restore all shrubbery.

All disturbed earth shall be replaced with sod immediately following installation and any soil stockpiles shall be stabilized with temporary vegetation.

Directional bore drilling fluids and loose mud shall be removed from potholes/ boring pits and be disposed of properly and replaced with approved clean engineered backfill.

## 3. PAYMENT:

Basis of payment shall include all materials and labor necessary to complete the work described in this contract including any incidental items such as maintenance of traffic and mobilization.

# I. FIBER INSTALLATION

## 1. DESCRIPTION:

Install all fiber using 1800-pound mule tape. Place each fiber cable in empty duct.

Pulling fiber is preferred by hand, using cable pulling lubricant.

The fiber shall consist of Corning Single Mode, 48 ct., All-Dielectric, Loose Tube, Gel-free Cable Single Jacket.

The installation will include a Mid-sheath fiber splice at South Munroe Avenue junction using a B-can, single-ended, O-ring sealed dome closure for splicing feeder and distribution cables with tray. Which will include splicing of 6 fibers.

Additional splice at North Munroe Avenue and East to complete the connectivity. Which will include splicing of 6 fibers.

Place each fiber cable in occupied duct at the Utility Pole within Maca Park. The terminal Point shall consist of installing a patch panel, splice tray, with jumper at the pool building. Which will include terminating 6 fibers.

Contractor must perform a fiber test using the Optical Time Domain Reflectometer (OTDR) – from the termination point (Main Pool building at 183 Maca Dr.) back to the central office (53 Northeast Ave.). This needs to meet a fusion splice of no more than 0.04 db.

## 2. PAYMENT:

Basis of payment shall include all materials and labor necessary to complete the work described in this contract including any incidental items such as maintenance of traffic and mobilization.

## J. VAULT INSTALLTION

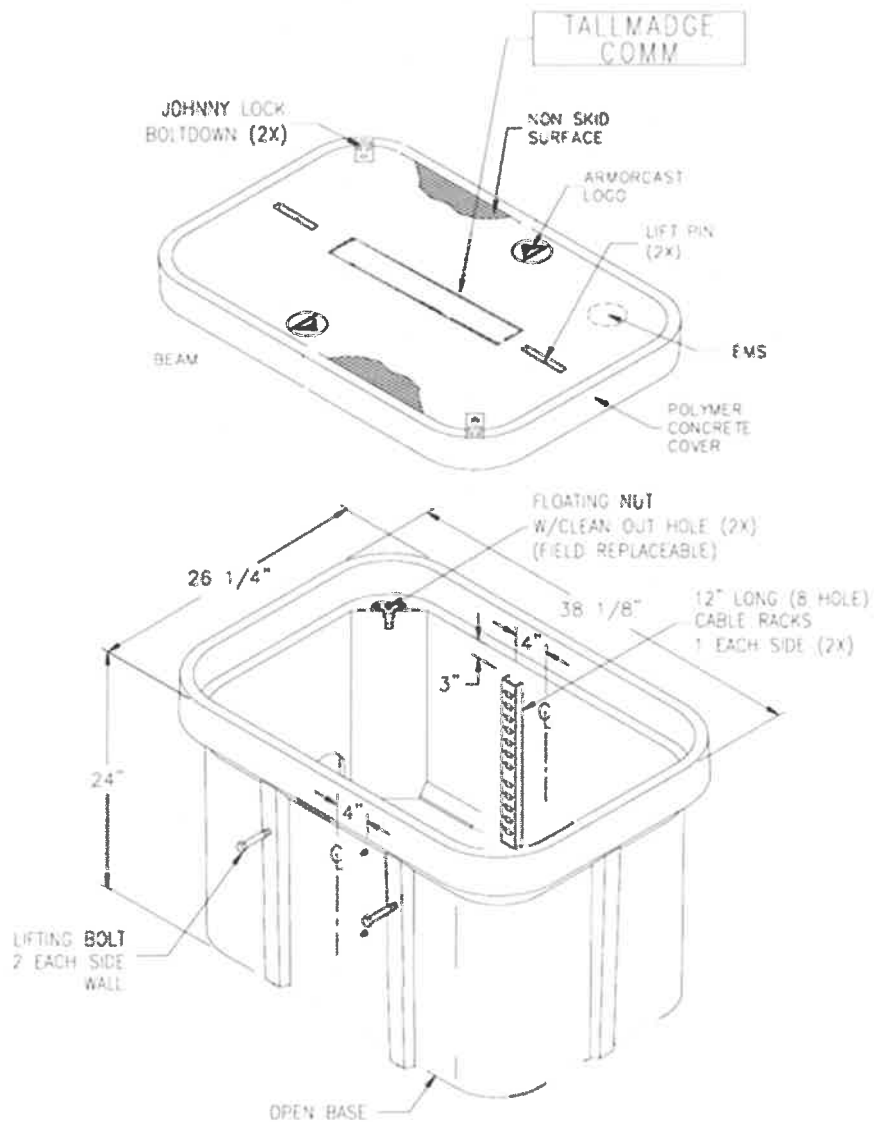
### 1. DESCRIPTION:

Pull boxes shall comply with ODOT C&MS 625.11 and 725.06, ODOT SCD'S and ODOT TEM.

Pull boxes and pull box lids for the communication infrastructure shall be polymer concrete and 24"X 36" x 24".

The spacing installation shall conform with Section 411-5 in the ODOT TEM, which requires conduit runs limited to 400 feet in a straight run. Pull boxes shall also be located at all road crossings.

At each pull box contractor shall leave 75' of slack (storage) fiber.



#### NOTE:

BOX AND COVER ASSEMBLY MEET  
ANSI/SCTE 77 TIER 15 & 22 LOADING

24" X 36" X 24" POLYMER CONCRETE BOX ASSEMBLY

2. RESTORATION:

Restore all disturbed areas to their original or better condition.

Replace and restore all shrubbery.

All disturbed earth shall be replaced with sod immediately following installation and any soil stockpiles shall be stabilized with temporary vegetation.

Directional bore drilling fluids and loose mud shall be removed from potholes/ boring pits and be disposed of properly and replaced with approved clean engineered backfill.

3. PAYMENT:

Basis of payment shall include all materials and labor necessary to complete the work described in this contract including any incidental items such as maintenance of traffic and mobilization.

SECTION IV: PROPOSAL AND SIGNATURE PAGE

**MACA FIBER INSTALLATION MACA PARK 2021**

Spec. Item	ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (in figures)		TOTAL	TOTAL AMOUNT BID (total unit price x est. quantity)
				MATERIAL	LABOR		
H	641	DIRECTIONAL BORE FOR (2) 2" CONDUITS	3,700 LF				
H	641	LABOR TO PULL BACK (2) 2" CONDUITS	7,151 LF				
I	641	INSTALL FIBER CABLE	6000 L.F				
J	641	INSTALL VAULTS W/ LIDS	8 Ea.				

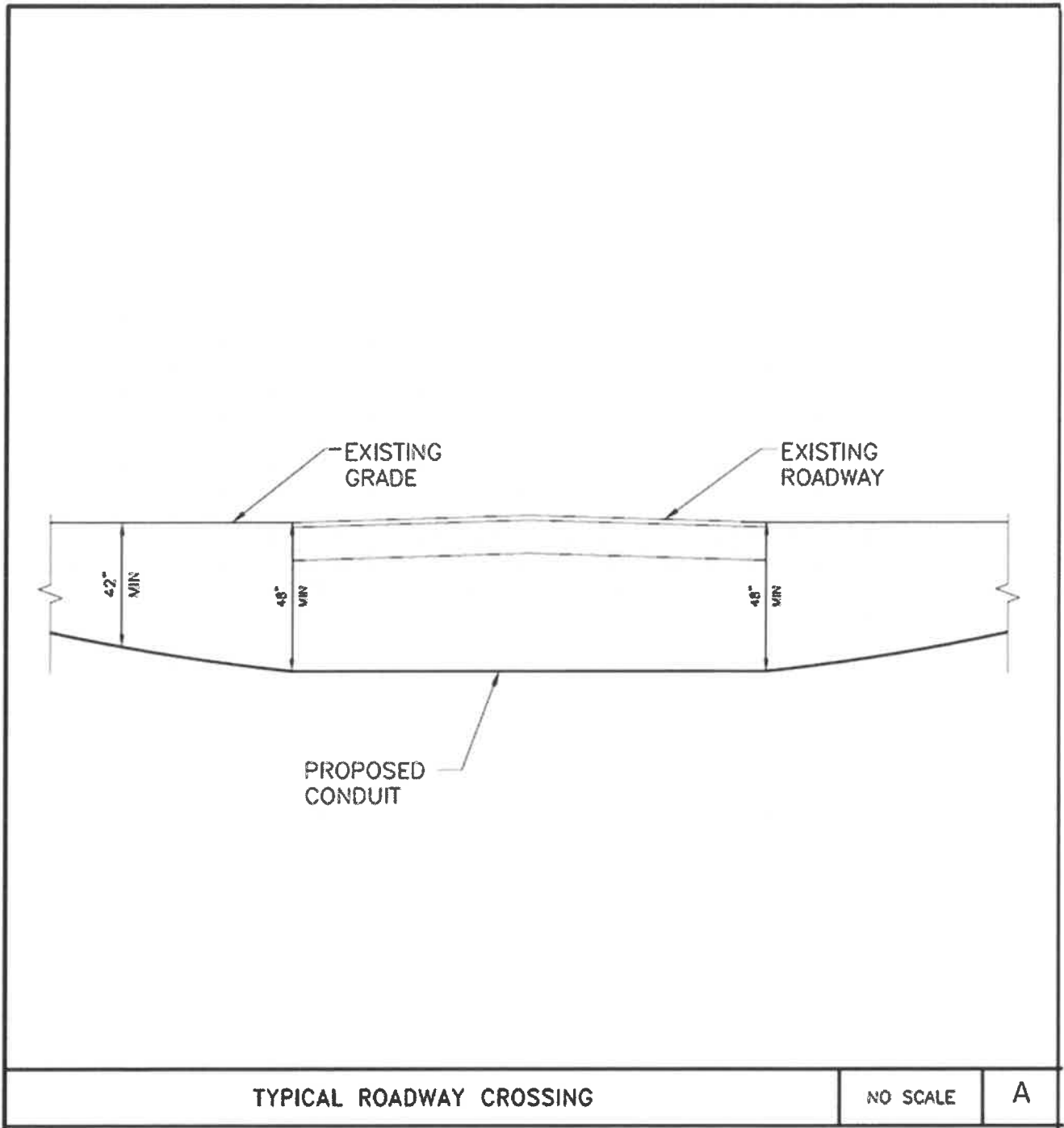
**TOTAL BID PROPOSAL:** \$ \_\_\_\_\_

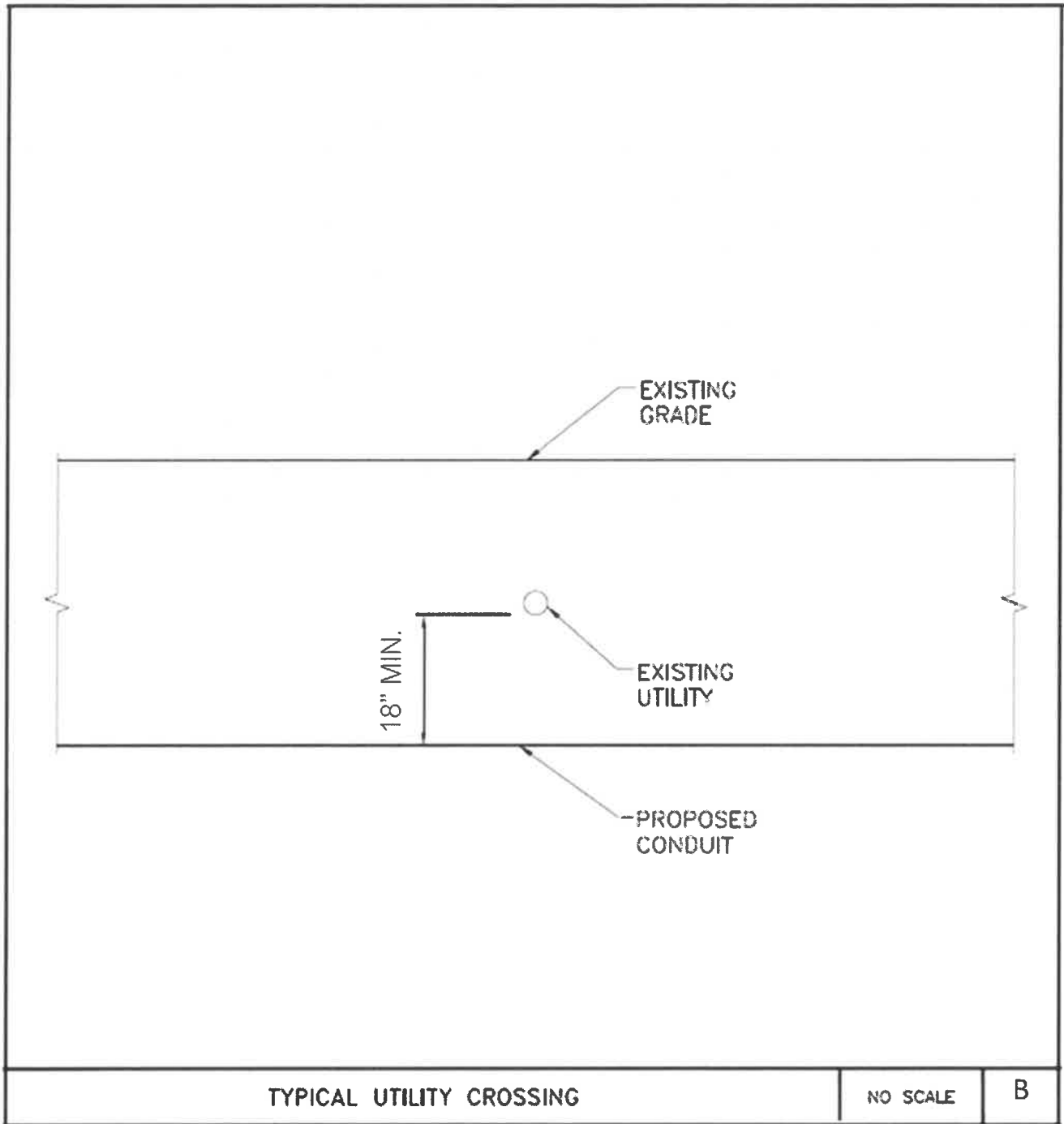
Name of Business \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

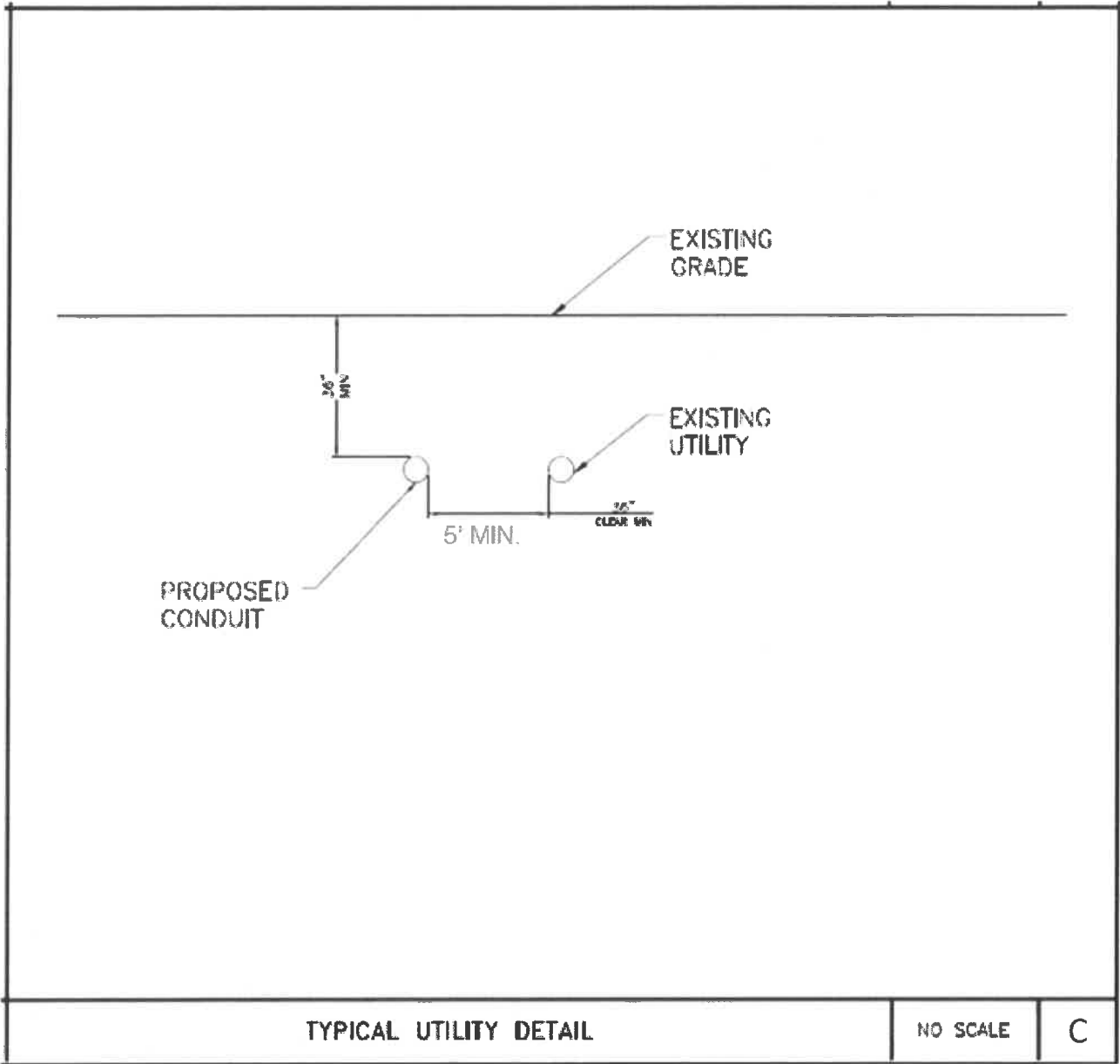


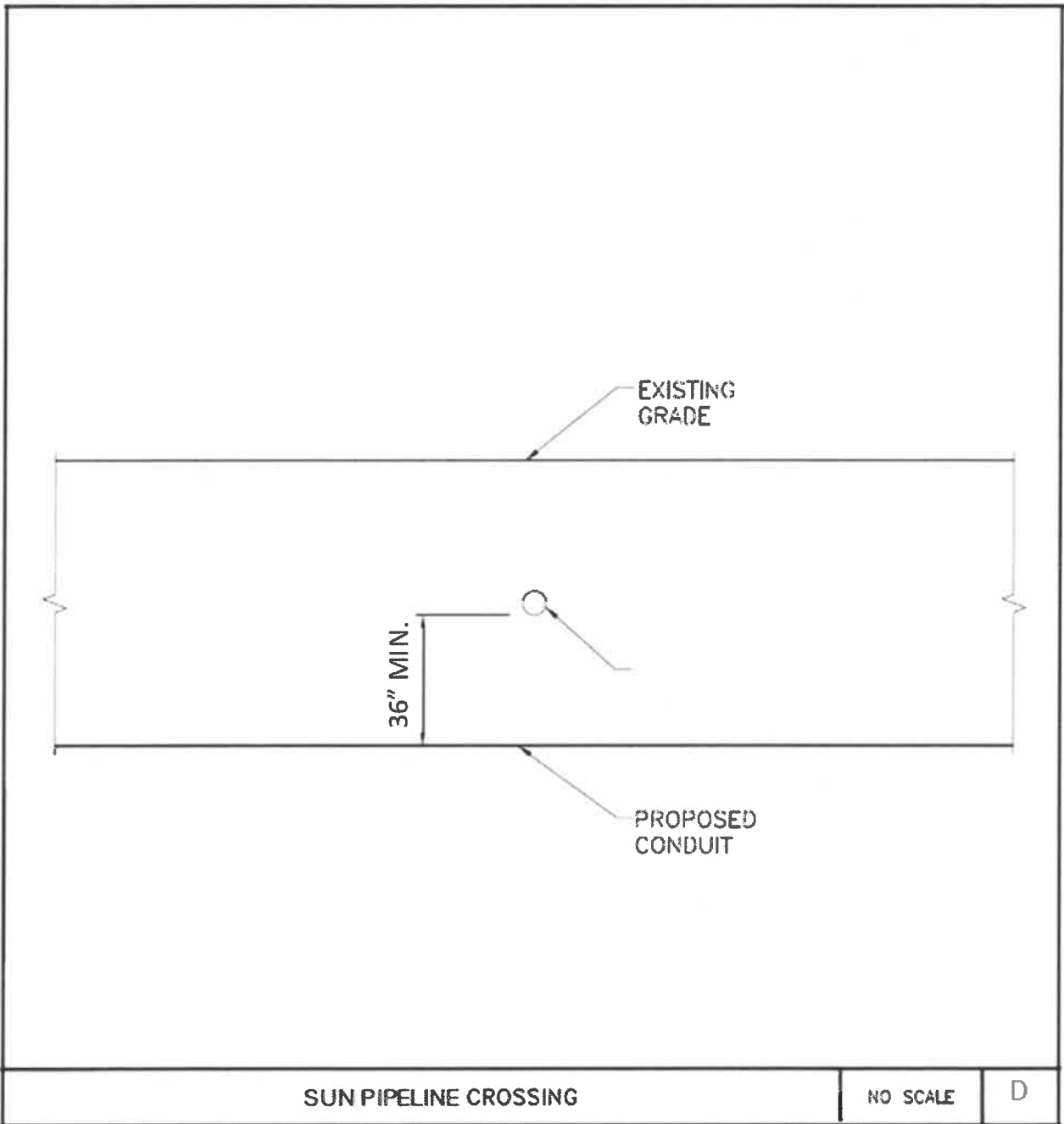
# SECTION VI: CONDUIT X- SECTION CROSSINGS

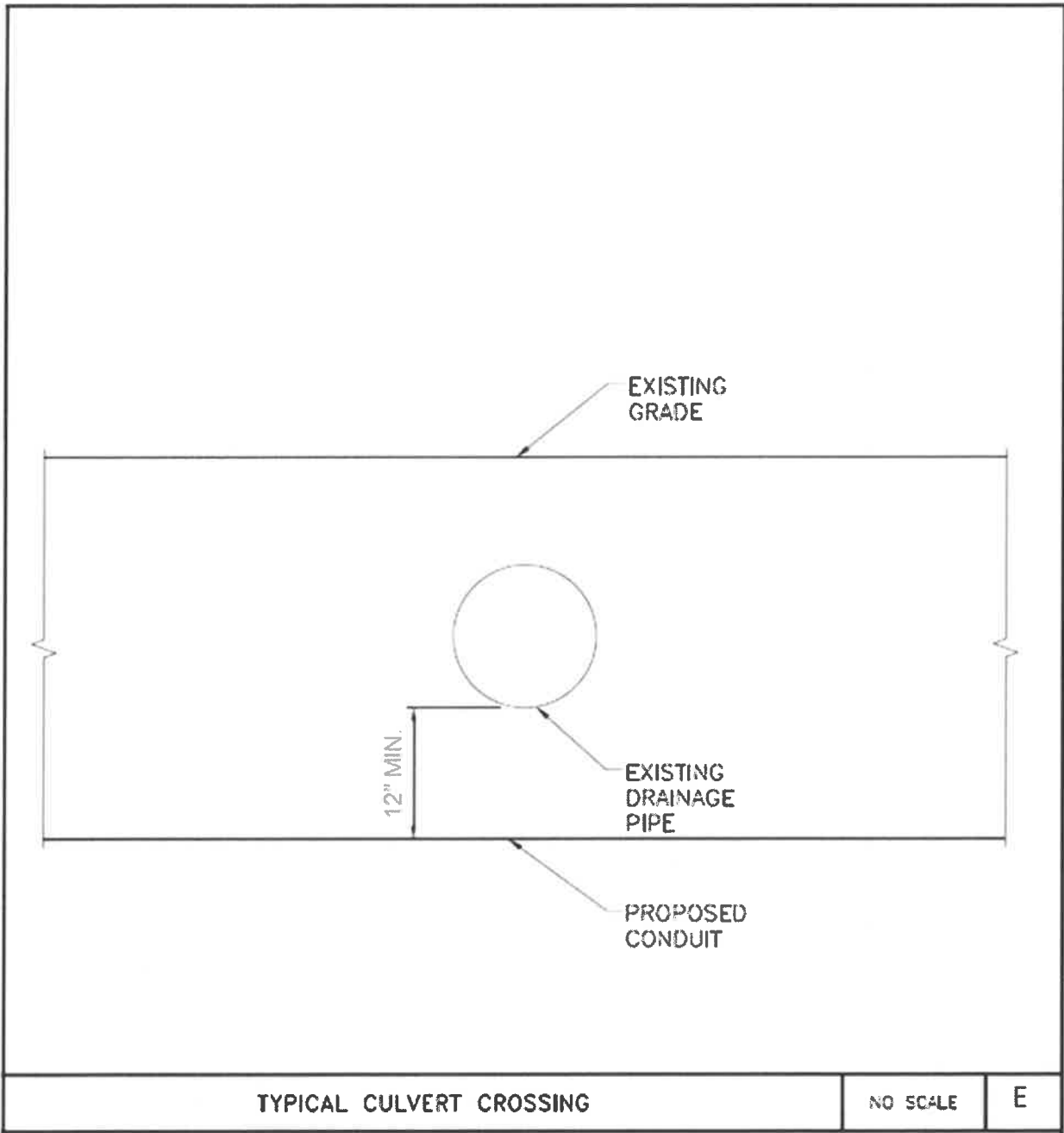


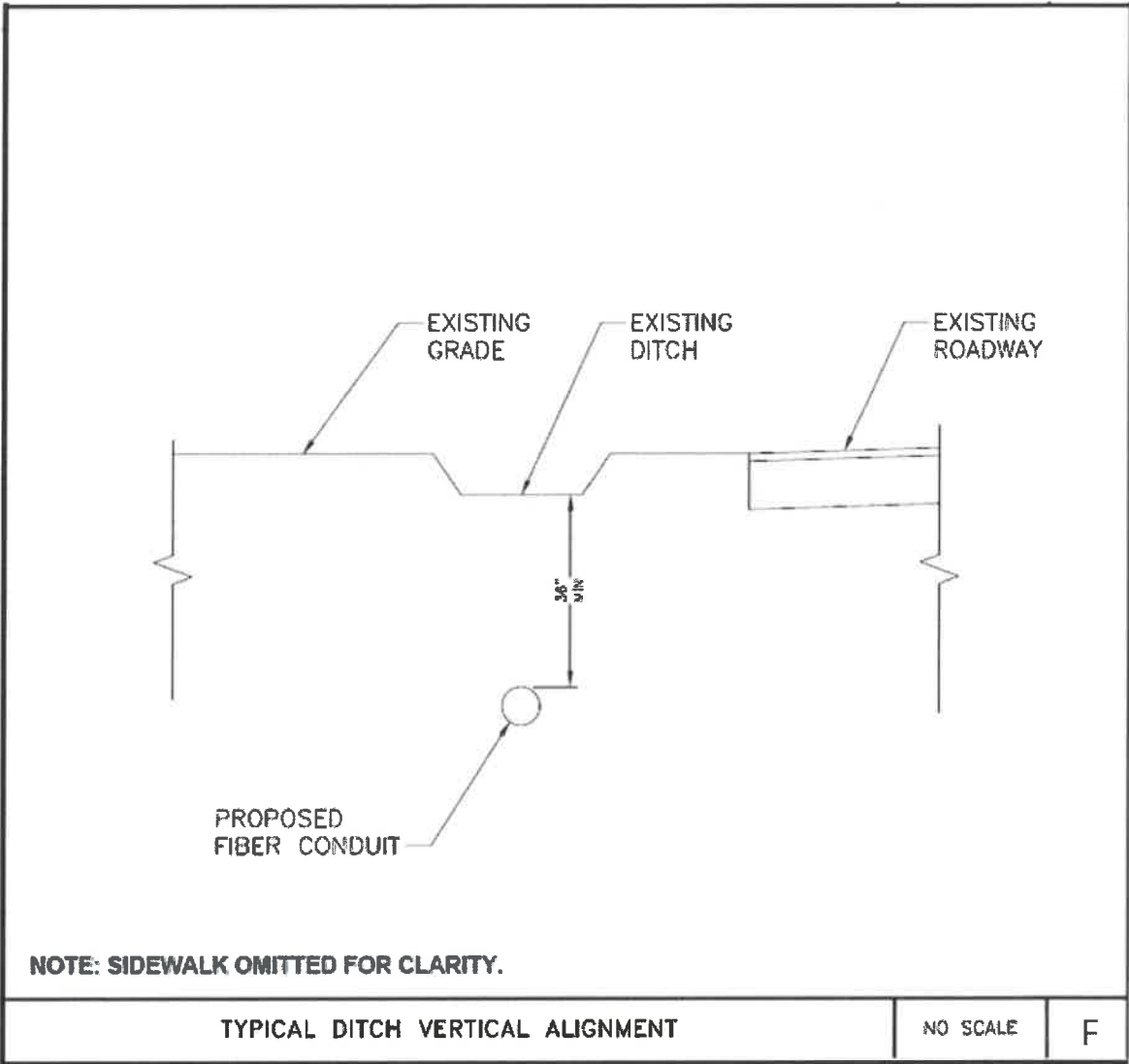


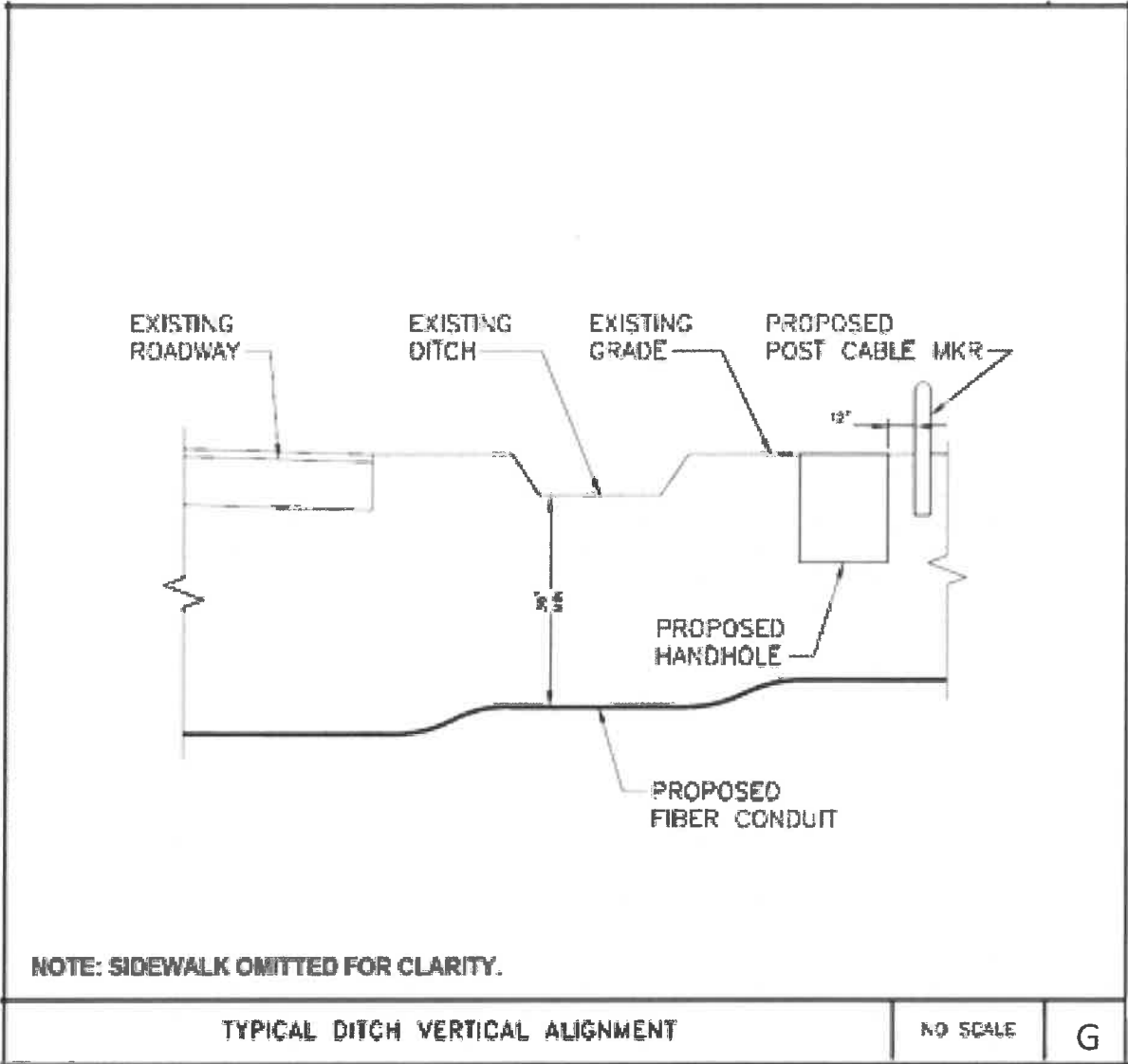


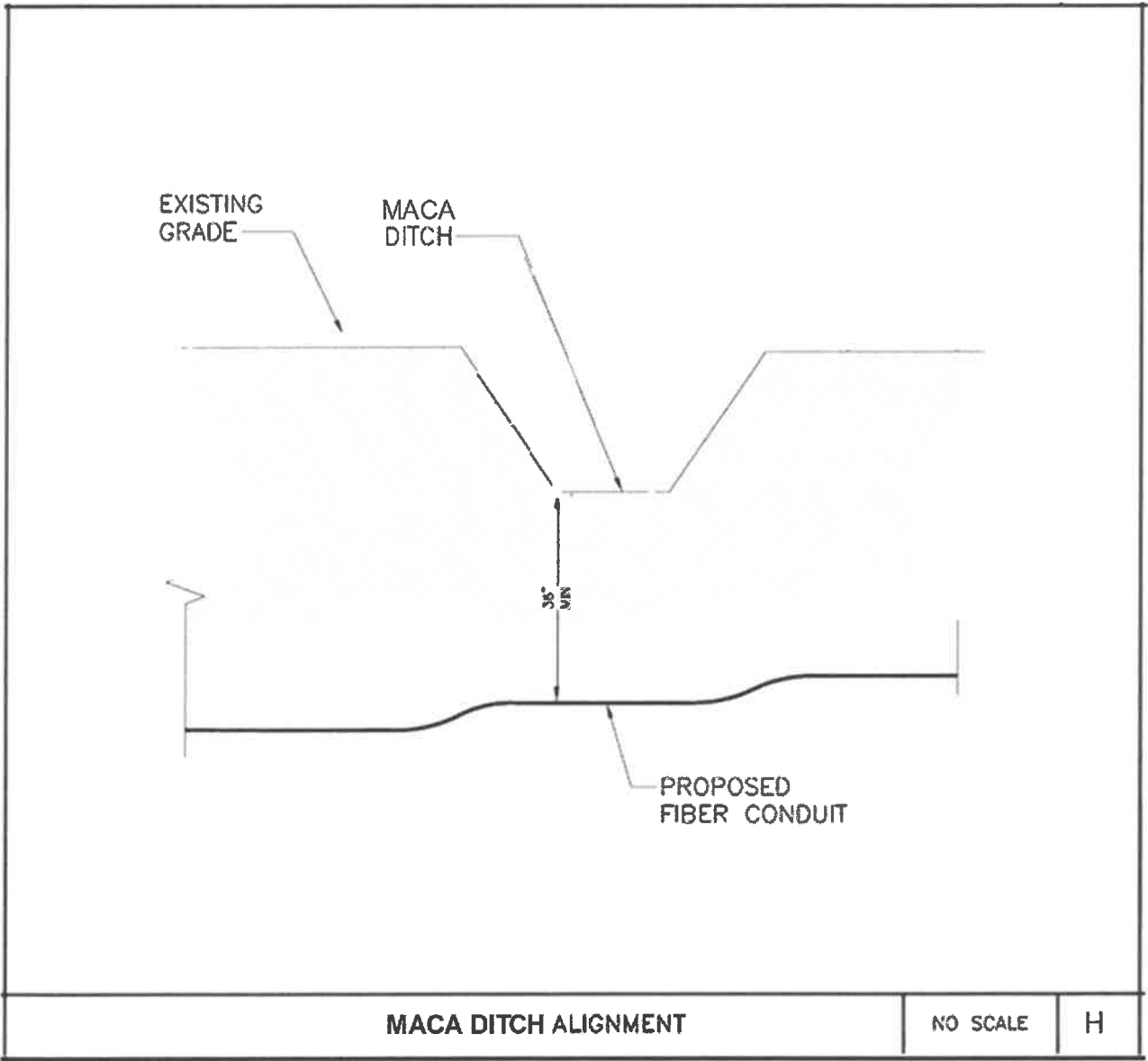












MACA DITCH ALIGNMENT

NO SCALE

H

# Section VII: TALLMADGE CODIFIED ORDINANCE

Ordinance 25-2021

Presented by:  
Director of Public Service Michael Rorar

## AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR CONDUIT AND FIBER OPTIC CABLE INSTALLATION TO MACA POOL AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, Council deems it to be in the best interest of the City to install Conduit and Fiber Optic Cable to Maca Pool.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OF SUMMIT AND PORTAGE, STATE OF OHIO:

SECTION 1. That the Mayor, acting through the Director of Public Service, is hereby authorized to advertise for bids and to contract with the lowest and best bidder upon proper approval by the Board of Control for Conduit and Fiber Optic Cable Installation to Maca Pool with plans and specifications now on file in the office of the Director of Public Service, which specifications are hereby specifically approved.

SECTION 2. That such written contract shall be awarded under the provisions of Tallmadge Codified Ordinance Chapter 143, and shall be approved as to form and correctness by the Director of Law and proper certification of funds by the Director of Finance.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after November 28, 1975 that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is necessary to provide for and to accomplish the purposes herein set forth, which are conducive to the health, safety, and welfare of the citizens of Tallmadge. For that reason, provided this ordinance shall receive the affirmative vote of three-fourths of the members of Council and approval by the Mayor, it shall be enacted immediately and shall be of immediate effect.

Passed: 01-28-2021

Susan E. Burton  
Susan E. Burton, Clerk of Council

MER/jtrc  
1/25/21

Filed with the Mayor 02-04-2021

Carol A. Kilway  
Carol A. Kilway, President of Council

Approved:

David G. Kline  
David G. Kline, Mayor

This 4th day of Feb, 2021

Committee Assignment: Public Service

Readings: 1st 1-28-2021 2d \_\_\_\_\_ 3d \_\_\_\_\_

Vote: 7-0-0

For: 7 Against: 0 Abstain: 0

I, Clerk of Council of the City of Tallmadge, Ohio do hereby certify that in no newspaper printed in said City and that the publication of the foregoing Ordinance was duly made by posting was copies thereof in four public places in said City (Tallmadge Branch of Akron, Summit County Public Library, Tallmadge Community Center, Tallmadge Recreation Center and Tallmadge City Store) and the City of Tallmadge website as determined by Council; such for a period of 15 days commencing

Date:

Susan E. Burton  
Clerk of Council, City of Tallmadge, Ohio

**Section VIII: EQUIPMENT LIST**

A listing of all the equipment to be used to fulfill the requirements of this contract must be submitted.

<b>Equipment</b>	<b>Quantity</b>	<b>Year/ Age of:</b>

Bidder attests that all equipment utilized during this contract is in good and serviceable condition. A City of Tallmadge Representative will inspect the equipment prior to the signing of the contract.

---

Authorized Signature

Title

Date



## Section IX: BIDDER REFERENCES

Complete the following information: List of 10 or more conduit and fiber installation clients over a 5-year period. Provide a contact and phone number, installation address and date, and size of project. Municipalities and clients, which have been serviced by the contractor for similar work, within a 50 miles radius of the City of Tallmadge.

Municipality	Address	Contact:	Phone Number

### **NON-MUNICIPALTY REFERENCES / and CONTACTS**

Company Name	Address	Contact:	Phone Number

## Section X: EXPERIENCE of MANAGEMENT/ SUPERVISORY PERSONNEL

The contractor must employ individuals certified and trained to install conduit and fiber installation systems.

<b>Employees Name</b>	<b>Years with Company</b>	<b>Years Managed</b>	<b>Number of Employees Managed</b>

# Section XI: ENERGY TRANSFER COMPANY GENERAL GUIDELINES

## GENERAL GUIDELINES

### FOR THIRD-PARTY CONSTRUCTION OR MAINTENANCE ACTIVITIES

Energy Transfer and its affiliates and related companies (“ET”) are dedicated to the highest safety standards in the continued operation of their pipelines and facilities. Of utmost importance to ET is the continued safety of the public and its pipeline and facilities during construction and other activities on, across, over or under its right-of-way. ET is therefore pleased to provide these general guidelines (“Guidelines”) for third-party construction, blasting, installation or modification of pipelines, underground utilities, roads, streets, driveways, ditches, drainage canals or any other type of temporary or permanent structure or obstruction or any other encroachment on, over, across, or paralleling, ET’s right-of-way (hereinafter referred to as “Crossing” or “Crossings”).

These Guidelines are intended to be consistent with State Code and are further based upon industry standards and practice. These Guidelines are merely guidelines and upon notification to ET of a proposed Crossing, as required by State Code, each proposed Crossing and its corresponding finalized plans and profile drawings will be evaluated by ET and the third-party requesting such Crossing, pending final approval.

#### 1. Notification

- a. The party requesting such Crossing shall use its best efforts to provide ET with its finalized plans and profile drawings at least thirty days (30) days prior to any related construction or maintenance activity. The Pipeline Facility shall include, but is not limited to, rights-of-way, fee properties, easements, pipelines, meter and regulator buildings and valve sites (“ET Pipeline Facility” or “Facilities”). Unless otherwise agreed to by ET in writing, no equipment shall enter onto ET’s Pipeline Facility unless an ET representative is on location.
- b. No excavation shall occur in the vicinity of ET’s pipeline facility until:
  - 1) In accordance with the State approved Notification Centers, ET shall be notified at least 48 hours in advance of any construction or maintenance activity. You must contact the State approved Notification Center at 811. Before commencing any Crossing at or near ET’s Pipeline Facility you must also contact ET’s Field Representative(s);
  - 2) Unless otherwise agreed to by ET in writing, an ET inspector is on site to monitor the excavation activities.

#### 2. Drawings for Proposed Construction or Maintenance

Any proposed construction or maintenance activity in the vicinity of ET’s Pipeline Facility will require submittal of final plans and profile drawings for prior review and approval by ET. One (1) copy of these drawings must be submitted to ET’s Encroachment Department via e-mail [Encroachments@energytransfer.com](mailto:Encroachments@energytransfer.com). All plans and drawings must show in detail, all of ET’s Pipeline Facilities, its corresponding right-of-way and any other landmarks that will assist ET to determine the location of the proposed Crossing and the affects of the proposed construction or maintenance activity on ET’s Pipeline Facility.

### **3. Encroachment Agreement**

In certain instances, due to the type of crossing required and the probable impact upon ET's Facilities, an encroachment agreement may be necessary for proposed construction or maintenance within ET's Pipeline Facility. ET shall be responsible for preparing such encroachment agreement and shall bear the cost and expense in such preparation. Such encroachment agreement shall outline the responsibilities, conditions and liabilities of the parties and must be fully executed and in ET's possession prior to commencing any construction activity.

### **4. Insurance Coverage**

In certain instances, due to the type of crossing required and the probable impact upon ET's Facilities, ET may require evidence of comprehensive general liability insurance coverage prior to any construction or maintenance activity in the vicinity of its Facilities. In the event that ET requires evidence of comprehensive general liability insurance, ET and/or its affiliates and related companies, whichever the case may be, shall be named as additional insured.

### **5. Crossing Pipelines with Equipment**

To protect ET's pipelines or related Facilities from additional external loading, ET may perform a field survey and an engineering study to determine the effects of any proposed activity over its pipelines or related Facilities. Mats, timber, bridges, or other protective materials deemed necessary and appropriate by ET may be required and placed over ET's pipelines or related Facilities for the duration of any loading. E-mail [encroachments@energytransfer.com](mailto:encroachments@energytransfer.com).

### **6. Excavation, Cuts, or Fill near ET's Pipeline Facility**

- a. Unless otherwise agreed to by ET in writing, an ET representative will be on location prior to and during construction activity within ET's Pipeline Facility.
- b. No heavy equipment of any type will be permitted to work directly over ET's pipelines or related Facilities, unless otherwise agreed to in writing by ET.
- c. All excavation within eighteen inches (18") of any pipeline will be performed by hand. At the discretion of ET's onsite representative, excavators may be required to hand dig beginning at a distance greater than eighteen inches (18").
- d. All excavations within ET's Pipeline Facility shall be backfilled with a minimum of eight inches (8") lifts of backfill material, where pipeline padding is reduced ensure backfill is clean and free from rock, trash, concrete, rubbish, or hazardous material. Soil backfill must be compacted to the satisfaction of the ET onsite inspector so that settling does not occur.
- e. No grade cuts will be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET and with ET's representative on location. An engineering study may be performed to ensure that the lateral stability of ET's pipelines or related Facilities are not affected.
- f. No fill shall be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET. No more than twenty-four inches (24") of earthen fill material (pipeline cover not to exceed 7ft.), free from any rocks, trash, concrete, rubbish, rebar, hazardous materials, etc., will be permitted within ET's Pipeline Facility, unless otherwise agreed to in writing by ET.
- g. Earthen cover over ET's pipelines shall be thirty-six inches (36") or no less than what was originally there prior to any construction. In the event that ET determines that a lesser cover will not increase the risk to the public or increase the risk of a break, leak, rupture or other damage to ET's pipelines or related Facilities, ET may allow a lesser earthen cover, in a minimum amount as determined solely within the discretion of ET.

- h. No trash or debris shall be placed in any excavation or left in or on ET's Pipeline Facility.
- i. The creation of storm water outfalls or other water management controls which would make the pipeline right-of-way more susceptible to erosion shall be avoided or mitigated.

#### **7. Aboveground Appurtenances, Structures and Obstructions**

- a. Unless otherwise agreed to in writing by ET, no aboveground appurtenances, structures, or obstructions of a temporary or permanent nature shall be located within ET's Pipeline Facility that, in any way, interfere with operating, maintaining, accessing, inspecting, repairing, modifying, replacing or relocating such Facilities. The appurtenances, structures and obstructions include, but are not limited to the following: buildings, structures, signage, utility poles, steel towers, guy wires, other structures supporting aerial lines, satellite dishes, manholes, catch basins, septic systems, utility pedestals, transformers, fire hydrant, large spoils of earthen materials, decks, pools, boats, RV's, trailers and storage of hazardous or non-hazardous materials.
- b. Unless otherwise agreed to in writing by ET, no foreign towers (Wind Turbine and Communication Towers) are permitted within 1500 feet (1500') of company facilities. Refer any requests to the Right-of-Way Representative/Encroachments Group.

#### **8. Proposed Pipe and Utility Lines**

##### **a. General Guidelines:**

1. For the safety of the public and to lessen the risk of a break, leak, rupture or other damage to ET's Pipeline Facility and in furtherance of the state code, ET's Pipeline Facility shall be positively located by ET before any Crossings are constructed or installed near ET's Pipeline Facility.
2. Plan and profile drawings are required for all foreign utility crossings.
3. For open trench crossings, ET requires a minimum clearance of twenty-four inches (24") be maintained between the bottom of ET's pipeline or related Facilities and any foreign line or facilities unless otherwise agreed to in writing by ET.
4. For conventional bore crossings, ET requires a minimum clearance of thirty-six inches (36") below ET's pipeline/facilities.
5. For horizontal directionally drilled bore crossings, ET requires a minimum clearance of thirty-six inches (36") below ET's Facilities. For large diameter (twelve inches (12") or greater) foreign line crossings, a minimum of sixty inches (60") of clearance below company pipeline facilities the entire width of company right-of-way.
6. Excavate ET Facilities at the point of the proposed crossing on the approach side to verify the auger head, boring and installation process will not damage company pipeline facilities.
7. All foreign lines shall cross ET's Pipeline Facility at ninety degrees (90°) or at an angle of not less than forty-five degrees (45°), unless otherwise approved by ET. Longitudinal occupancy of ET's Pipeline Facility will not be permitted.
8. Buried utility lines must be identified with permanent aboveground markers where lines enter and exit ET's right-of-way. Installation and maintenance of the markers shall be the responsibility of the foreign line owner.
9. No manholes, valves or other appurtenances will be permitted within ET's Pipeline Facility.
10. No vertical or horizontal bends allowed within ET's Pipeline Facility unless approved by ET.
11. ET's Pipeline Facility is cathodically protected. All other cathodically protected facilities that enter or cross ET's Pipeline Facility must have test leads installed. Any inquiries for cooperative testing should be directed to the attention of ET's Field Representative on location. Any Utility crossings that may be

negatively affected by ET cathodic protection will need to be designed accordingly (i.e. coated, cased, etc.)

12. ET may require excavation of its Facilities to perform corrosion related tasks before and during foreign line crossings as required.

13. All underground utilities (other than residential telephone, cable TV and 24 volt DC power lines) may require plastic identification tape installed no closer than eighteen inches (18") above the line.

#### b. Water or Forced Sewer Lines

1. All water and sewer lines shall be either (1) ductile iron or steel casing (coated to protect it from ET's cathodic protection) or (2) steel encased in plastic schedule 80 PVC for a minimum of 5-feet on either side of any ET's pipelines or related Facilities or (3) standard PVC pipe.

2. Forced sewer lines shall have no piping connections located within 5-feet of any ET's pipelines or related Facilities or placed within ET's pipeline easement.

#### c. Communication, Power or Combustible Material Lines

1. When open trenching crossing with underground fiber optic cables, telephone and television cables (other than residential telephone and cable TV) crossing ET's Pipeline Facility shall be installed in rigid nonmetallic conduit with bags of concrete-mix placed directly above and below the conduit across company right-of-way or similar company approved method. Place warning burial tape the width of company right-of-way at least 18 inches (18") directly above communication cables.

2. When open trench crossing with underground electric cables except 24-volt DC power lines (including single residential service drops) crossing ET's facilities shall be installed in nonmetallic conduit with bags of concrete-mix placed directly above and below the conduit across company right-of-way or similar company approved method. A minimum of thirty-six inches (36") is required if over 600 volts. If it is necessary for a residential service drop to cross above ET Facilities, concrete bags are not required, only red caution tape for the full width of the ROW.

3. When underground electric cable over 10 kv is crossing ET Facilities it shall be a shielded cable installed in metallic casing with dielectric coating with bags of concrete-mix placed directly above and below the conduit across company right-of-way or similar company approved method. ET requires a minimum clearance of sixty inches (60") below ET's pipeline/facilities.

4. Any overhead crossing exceeding 160 kva must be reviewed by ET's corrosion department.

5. All overhead power/communication lines must cross ET Facilities with a minimum vertical overhead clearance of twenty-five feet (25') to grade at full load and maximum temperature.

6. ET recommends that all underground residential telephone, cable TV and 24 volt DC power lines be encased in plastic conduit for the full width of the right-of-way.

#### d. Exclusive Easement Construction

1. When constructing a directional drill across ET's easement a minimum separation of ten (10) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area.

2. When constructing a conventional bore across ET's easement a minimum separation of three (3) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area.

#### **9. Proposed Roads, Streets, Driveways, Access Ways and Parking Lots**

- a. Load stress will be calculated by ET to determine if any protection of the pipeline is required for roadways, streets, driveways, access ways, etc., planned to cross ET's Pipeline Facility. In the event it is determined by ET that the roadways, streets, driveways, access ways, etc., will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, ET may require, at the sole cost and expense of the party requesting such Crossing, the installation of protective material or pipeline adjustment as may be deemed necessary by ET to protect the public or ET's Pipeline Facility.
- b. The preferred minimum earth cover over ET's Pipeline Facility is forty-eight inches (48") at all roadways, streets, driveways, access ways, etc., including adjacent ditch lines. In the event that ET determines that a lesser cover will not increase a risk to the public or increase a risk of a break, leak, rupture or other damage to the pipeline or related Facilities, ET may allow a lesser earth cover, in a minimum amount as determined solely within the discretion of ET. In the event the required amount of cover is not obtainable as reflected in finalized plan and profile drawings, ET may require the installation of protective material at no expense to ET. Cover shall be measured from the top of ET's pipeline to the surface of the road.
- c. Roads and streets crossing over ET's Pipeline Facility shall cross at an angle of not less than forty-five degrees (45°), or as near as possible thereto. Crossings should be over straight pipe and at locations free of any crossovers. Longitudinal occupancy of the right-of-way will not be permitted.
- d. No parking areas or the like will be allowed on, over or across ET's Pipeline Facility unless ET determines that the parking areas, etc. will not increase a risk or restrain access to its facilities, increase a risk to the public and/or increase a risk of a break, leak, rupture or other damage to the Facilities. The party requesting such crossing shall install, at its sole cost and expense, any protective material as deemed necessary by ET to protect the public or ET's pipeline facility.
- e. Permanent pipeline marker(s), provided by ET, will be installed at all road crossings.

#### **10. Disposal Systems**

No aerobic septic systems, septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on ET's Pipeline Facility or within twenty-five (25) feet of ET's Pipeline Facility, unless otherwise agreed to in writing by ET. This will include, but is not limited to, affluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to ET's Pipeline Facility.

#### **11. Impoundment of Water**

- a. In order to provide for the adequate maintenance and operation of ET's Pipeline Facility, the impoundment of water on ET's Pipeline Facility will not be allowed.
- b. Temporary soil erosion and sediment control devices and storm water detention basins/traps will not be permitted on ET's Pipeline Facility unless otherwise agreed to in writing by ET.

#### **12. Blasting & Seismic Activity**

- a. To the extent it impacts the lateral stability or otherwise endangers or interferes with the efficiency, safety, or convenient operation of ET's Pipeline Facility, no explosive detonations will be permitted within 300-feet of ET's Pipeline Facility without: (1) prior blast plan impact analysis and written approval from ET and (2) ET's representative on

site during blasting. To determine if the detonation stresses will be detrimental to the safety of ET's Pipeline Facility, information required to complete ET's "Blasting Data Sheet" must be submitted to ET for evaluation and approval no less than 30 days prior to the proposed date of blasting activity. The contractor performing the blasting will be required to verify by signature the proposed blasting plan.

b. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of ET's Pipeline Facility without prior written approval.

### **13. Landscaping & Irrigation Systems**

a. Landscaping shall not be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET.

b. Irrigation heads and valves shall not be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET.

c. Irrigation systems shall not be directly installed longitudinally over ET's Pipeline Facility and shall not be buried deeper than 12-inches, regardless of location, from the surface of the ground within ET's Pipeline Facility.

### **14. Pipeline Markers**

The party request such Crossing will ensure that all temporary and permanent pipeline markers installed by ET are protected and maintained at all times during construction or Crossing related activity. Any permanent markers damaged or removed will be replaced by ET at the sole expense of the party requesting such Crossing. No work will be allowed to commence until, in the opinion of ET, sufficient pipeline markers are in place. Unauthorized damage or removal of pipeline markers is punishable by Federal law.

### **15. Right of Ingress and Egress**

a. The party requesting such Crossing shall have the right to install fences on, over and across the Facilities, provided, however, that ET shall have the unrestricted right of ingress and egress to its Facilities at all times. Any fencing, except agricultural fence, must be approved in writing by ET. ET prohibits any fencing which obstructs access or line of sight for patrol/inspection or identification markers.

b. ET, at its sole option and discretion, may require the party requesting such Crossing to install, at its sole cost and expense and for ET's benefit, a walk gate at least three (3) feet in width for residential lots or gate at least twelve (12) feet in width for rural areas at each fence crossing. ET shall provide a lock for such gate(s). Said gate(s) shall be installed as to provide ET with ingress and egress access to its pipeline or related facilities and to minimize vehicular and equipment travel over ET's pipeline or Facilities.

c. The party requesting such Crossing shall be responsible for keeping the enclosed portion of ET's pipeline or related Facilities free of any debris or trash.

d. ET's pipeline or related Facilities shall be positively located by ET before any fences are constructed or installed near ET's pipeline or related Facilities. Post hole excavations for fencing placed upon ET's pipeline or related Facilities shall not be greater than a depth of eighteen inches (18") below the undisturbed grade level nor closer than five feet (5') horizontally from ET's pipeline or related Facilities, unless approved in writing by ET. No other excavations of any kind may be made in the pipeline or related Facilities without the prior written consent of ET.

### **16. Statement Regarding Existing Rights**

**NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONVEY, WAIVE, OR SUBORDINATE ANY OF ET'S EXISTING RIGHTS WHATSOEVER. SHOULD A CONFLICT EXIST WITH THE LANGUAGE CONTAINED IN ANY ET ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION AND THESE GUIDELINES, ET'S ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION SHALL CONTROL AND BE DECISIVE OF THE ISSUE.**



## **17. Statements Regarding Guidelines for Construction and Maintenance**

Certain construction and maintenance activities may be reviewed and approved by ET at one point in time, but not immediately installed or performed. Therefore, all construction and maintenance activities are subject to the Guidelines in affect at the time the work actually takes place. In addition, the guidelines described in this document represent those industry standards that ET believes meet the minimum acceptable standards regarding third-party construction and maintenance activities in the vicinity of ET's Pipeline Facility. Therefore, after review of the final plan and profile drawings, ET may, in the event that ET determines the construction and maintenance activities will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, require fortifications in furtherance of state codes. The party requesting such Crossing agrees to alter, modify or halt any construction activity, which in the sole opinion of ET's, will increase the risk to the public or increase the risk of a break, leak, rupture or other damage to ET's Pipeline Facility.

All written correspondences and your final design plans are to be addressed to:  
**Energy Transfer Company**  
**Encroachments@energytransfer.com**  
**Attention: Encroachment Department**

Revised 4/18/19