OFFICIAL BID PACKAGE

Water Reclamation Facility (WRF)
Boiler Replacement Project

Bids Due July 18, 2013

The City of Canton WRF

LEGAL NOTICE

Ordinance 104/2013

The Director of Public Service of the City of Canton, Ohio will accept sealed bids until 2:00PM, Local Time on **Thursday, July 18, 2013**, for the purpose of securing bids for,

The Water Reclamation Facility (WRF) Boiler Replacement Project

Submit bid according to the specifications and bid sheet(s) on file and available ON-LINE at http://cantonohio.gov/purchasing/?pg=bids or through the Purchasing Department/Sixth Floor, Canton City Hall Building. ***NOTE: A Project Labor Agreement (PLA) will not be required for this contract.*** Contact Randy Dublikar at randall.dublikar@cantonohio.gov or (330) 438-4185 if you have questions. The Engineer's Estimate is $42,500 for this project.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Sixth Floor, Canton, Ohio 44702 before 2:00 p.m. on the day of the bid opening. Bid opening is a public meeting held in the Sixth Floor Conference at 2:00 PM. The city will disqualify any bid not received in the contract office on or before 2:00 pm on **WEDNESDAY, JULY 17, 2013**. Each bid must contain the full name of every person or company participating in the bid. A **CERTIFIED CHECK, CASHIER'S CHECK or SURETY BOND** must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance properly secured if the bid is accepted. The CERTIFIED CHECK OR CASHIER'S CHECK shall be for ten percent (10%) of the total amount of the bid or a bid bond shall be in an amount of one hundred percent (100%) of the total amount of the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law. Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening. Please be advised, the city of canton may impose a $500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid be rejected, such check or bond will be returned to the bidder or bidders within ten (10) days after the contract is awarded, with exception, and should any bid be accepted, such check or bond will be returned upon execution and securing of contract. Bidders shall be prepared to furnish any information requested regarding return of bond or check.

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 Canton.

BY ORDER OF THE WARREN PRICE, DIRECTOR OF PUBLIC SERVICE
PUBLISHED IN THE CANTON REPOSITORY: July 2 and July 9, 2013

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

Parties awarded the contract(s) should be prepared to furnish surety bonds for faithful performance.

All bids must be firm. The City will not consider any bids containing an escalator clause.

Bidders will be required to comply with City Contract Compliance Program regarding Equal Opportunity Employment (EEO).

Bidder must consider and adhere to current wage rates in the Stark County Area, as established by the Department of Industrial Relations for the State of Ohio, in compiling your bid.

THERE WILL NOT BE A PRE-BID MEETING FOR THIS PROJECT.

The City reserves the right to retain the checks or bonds of the two lowest responsible bidders until the lowest responsible bidder executes the contract and delivers a Performance, Labor and Materials Bond equal to one-hundred percent (100%) of the contract amount. In case he defaults in doing so, the City will award the contract to the next lowest responsible bidder or new bids will be called for at the discretion of the Director of Public Service.

The Board of Control reserves the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton. In the event the total project is divided into separate portion thereof, then The Board of Control shall have the right to award the project in whole, separately or in combination to any one or more bidders as to obtain the most beneficial result for the City of Canton.

All companies must submit their Federal ID Number.

BID PROPOSAL FOR
WRF Boiler Replacement Project

To the Service Director of the City of Canton:

The undersigned, having carefully examined the site of the proposed work and the complete bid package, herewith propose to furnish all the labor and materials required to complete the WRF Boiler Replacement Project in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid package and under the direction of and to the satisfaction of the Service Director of said City.

The bidder hereby agrees that the Service Director has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder hereby certifies that the undersigned _____ _____ is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein. The bidder agrees that should all or either of said bids be accepted, to enter into the prescribed contract within ten (10) days from and after the date of service of notice of such acceptance, for the faithful performance of the labor and furnishing of the materials in such bid or bids so accepted, and to fully complete the said work within
working days from and after the date of notice from the Director of Public Service to commence the work.

The bidder herewith encloses a _____
(BID BOND, CERTIFIED/CASHIER'S CHECK)
in the sum of $ _____ dollars made payable to the CITY OF CANTON as a guarantee that if awarded the contract for the work included in the proposal, _____ _____ will enter into contract therefore, with sureties satisfactory to the Service Director, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

BUSINESS ADDRESS:

_____

_____

_____

_____

TELEPHONE NUMBER: (___)_____

DATE OF PROPOSAL: _____

READ CAREFULLY !!
LIQUIDATED DAMAGES AND CHARGES
CITY OF CANTON, OHIO

It is mutually agreed by and between the parties hereto, that time is an essential part of this contract, and should the Contractor fail to complete said project within NINETY (90) DAYS upon issuance of "Notice to Proceed" or including any extensions of time ordered or granted by the City, he shall be liable for the wages of any inspector or inspectors employed on the work, from such time of completion as above specified, until the final completion and acceptance of the work by the City, and the amount of such wages shall be deducted from any money due or which may become due the Contractor under this contract.

The Contractor further agrees to pay the City the sum of <u>TWO HUNDRED DOLLARS ($200.00) PER DAY</u>, for each and every day that the time consumed in the said performance and completion exceeds the time fixed or including any extension of time ordered or granted by the City, which said sum, in view of the difficulty of ascertaining the loss which the City will suffer by reason of delay in the performance of the work hereunder is agreed upon, fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such delay and default, and not as a penalty, and the City shall deduct and retain the amount of such liquidated damages out of the money which may be due or become due the Contractor under this contract.

GENERAL INSTRUCTIONS AND BID DOCUMENTS

Water Reclamation Facility (WRF) Boiler Replacement Project

CITY OF CANTON, OHIO

WRF Boiler Replacement Project

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SECTION A

A. GENERAL CONDITIONS

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SECTION A

A. PART I - GENERAL

1.01 DEFINITIONS

A. The contract documents consist of this **PROJECT MANUAL**, with all general conditions and all addendums thereto.

B. The Owner, the Contractor, and the Service Director shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the contract for the **WRF Boiler Replacement Project** is awarded. The term Owner shall be understood to mean **THE CITY OF CANTON**. The term Service Director shall be understood to mean the Service Director of **THE CITY OF CANTON**.

C. Index to the items of the **GENERAL CONDITIONS**:

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1.02 SERVICE DIRECTOR STATUS

The Service Director shall have general supervision and direction of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.03 PERMITS AND LICENSES

All permits and licenses of a temporary nature necessary to the lawful completion of the work shall be secured and paid for by the Contractor.

1.04 CONDITION OF THE SITE

The bidders shall visit the site to determine the field conditions affecting their work **before** submitting their bids. In considering the bids, the Service Director will assume that the bidders are aware of all items pertinent to their work and have made allowances for same in their bids.

1.05 VERIFICATION OF DIMENSIONS AND ELEVATIONS

Before proceeding with any work, the Contractor shall field check and verify all dimensions, grades, lines, levels, or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his sub-contractors prior to adequate verification of applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.06 SUPERINTENDENT

A. The Contractor shall keep a competent superintendent, satisfactory to the Service Director, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Service Director unless the superintendent ceases to be in the employment of the Contractor.

B. The superintendent shall represent the Contractor in his absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.

C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his attention by the Owner.

1.07 CONTINUATION OF OWNER'S OPERATIONS

The Contractor shall erect such barriers, tarpaulins, doors, etc. as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He shall provide and maintain at all times any danger signs, guards and/or obstruction necessary to protect the public and his workmen from any dangers inherent with or created by the work in progress. He shall save the Owner harmless from any loss arising due to injury or accident to the public or his workmen, or from theft of materials stored at the job site.

1.09 MATERIAL STORAGE AND CLEANUP

The contractor shall keep the premises free from rubbish at all times and shall arrange his material storage so as not to interfere with the Owner's operations/equipment. At the completion of the job, all the unused material and rubbish shall be removed from the site.

1.10 INSPECTION OF WORK

The specifications require the inspection and approval of work by the Service Director or his representative, the Contractor shall give ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work.

1.11 MISCELLANEOUS UTILITIES

A. All connections to the electrical system will be furnished by the Contractor. Any temporary lights necessary to the work shall be furnished by the Contractor.

B. At the completion of work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his work.

C. Arrangements for toilet facilities shall be negotiated with the owner, **prior** to start up of work.

1.12 CHANGES OR EXTRA WORK

The Service Director shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.

1.13 WORKMANSHIP

A. **All** workmen shall be thoroughly experienced in the particular class or work upon which employed. All work shall be done in accordance with these specifications and shall meet the approval in the field of the owner or his representative. The Contractor's representative, job supervisor, shall have a complete copy of specifications on the job site at all times.

B. Contractor shall plan and conduct the operations of the work so that each section started in one day is complete and thoroughly protected before the close of work that same day.

1.14 INSURANCE

A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.

II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.

III. In accordance with Item II, the Contractor shall maintain the following insurance:

1. Workmen's Compensation and Employer's Liability Insurance affording,
   (a) protection under the Workmen's Compensation Law in the State of Ohio.
   (b) Employer's Liability protection subject to a minimum limit of $100,000.00.

2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	$2,000,000.00
Products - Completed Operations Aggregate Limit	$2,000,000.00
Personal and Advertising Injury Limit	$1,000,000.00

Each Occurrence Limit	$1,000,000.00
Fire Damage Limit	$50,000.00
Medical Expense Limit	$5,000.00

This insurance shall:

a. include coverage for the liability assumed by Contractor under Item I (Indemnity);

b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;

c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);

d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.

e. **INCLUDE THE CITY OF CANTON, OHIO AND ITS AGENTS, AS ADDITIONAL INSURED FOR PURPOSES OF COVERAGE UNDER THE SUBJECT POLICY.**

3. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage any one accident or loss:	$1,000,000.00

4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the

contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Service Director ten (10) days prior written notice for cancellation or any material change in the insurance.

1.15 SAFETY AND ECOLOGY

Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.), EPA and all other pertinent governing bodies.

1.16 ANTI-DISCRIMINATION IN EMPLOYMENT

Contractors and Subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his contract, with respect to his hire, tenure, terms, conditions or privileges of employment because of his race, color, religion, national origin, or ancestry.

1.17 OSHA COMPLIANCE

It is the City's policy, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.

1.18 FINAL WAIVER OF LIEN

Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

B. PART II - INSTRUCTIONS TO BIDDERS

2.01 BIDS

A. To qualify for bidding, Contractors are expected to possess a copy of the specifications, dates will be designated in the advertisement for bids.

B. Specifications are to be obtained at the designated time and location in the advertised invitation to bid.

2.02 NOTICE OF AWARD

A. The contract shall be deemed as having been awarded when the formal notice of acceptance of his proposal has been duly served upon the intended awardee by an authorized officer or agent of the Owner. Unsuccessful bidders will be notified in writing, also.

B. Upon award of this contract, the successful bidder will be required to furnish a **PERFORMANCE BOND** in the amount of **ONE HUNDRED PERCENT - 100% OF THE TOTAL BID** within fifteen (15) days of notice of the award.

In case of failure to do so, the bidder will be considered as having abandoned the contract and the deposit accompanying the proposal shall thereupon be forfeited to the City of Canton and the project may be re-advertised or awarded to the next lowest bidder, as the Service Director may determine. Such bond shall be of an approved guaranteed company, satisfactory to the Service Director.

2.03 COMPLETION DATE

A. The project shall be substantially complete within 12 (12) weeks from the Notice to Proceed date. Upon the award of the contract, contractor shall meet with representatives from the city and the Water Reclamation Facility to discuss a schedule. Events will take place at a City location and work will need to be coordinated with these events.

2.04 BID OPENINGS

A. Bids are to be returned to:

The Purchasing Department/Sixth Floor/Canton City Hall
218 Cleveland Avenue S.W.
Canton, Ohio 44701-4218.

B. **BIDS WILL NOT BE ACCEPTED AFTER 2:00 P.M. ON THURSDAY, JULY 18, 2013.**

C. **There will not be a Pre-Bid Meeting Scheduled for this project. However, it is expected that all potential bidders will examine the work site/existing boiler and facility prior to submitting the bid.**

D. Bidders may withdraw their bids between the time they are submitted and opened, if so desired.

2.05 QUESTIONS

A. All questions pertaining to the project specifications can be directed to:

Mr. Doug Harris
Water Reclamation Facility
W: 330-438-4814; C: 330-316-0425

B. Any questions concerning the City's requirements and/or bid forms may be directed to:

Mr. Randall Dublikar
City of Canton Purchasing Department
PHONE: (330) 438-4185

C. **EACH BIDDER HAS THE RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THE NATURE AND EXTENT OF THE WORK REQUIRED IN THIS BID.**

2.06 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

The Bidding Contractors shall be solely responsible for the accuracy of all measurements and for determining the material/equipment quantities required to satisfy these specifications.

2.07 PRE-PROJECT MEETING

A pre-project meeting may be held prior to the start of this project. This meeting shall include the Contractor and the Owner's representative. The condition of the project limits shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-project meeting.

2.08 DISCREPANCIES AND ADDENDA

A. Should a Bidder find any discrepancies in the Specifications, or should he be in doubt as to their meaning, he shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, or legal or binding.

B. No extras will be authorized because of failure of the Contractor to include work called for any Addenda in his bid.

2.09 COMPETENCY OF THE BIDDER

A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish the following information which shall be sworn to under oath by him or by a properly authorized representative of the Bidder:

1. The address and description of the Bidder's place of business.
2. The name and/or Articles of co-partnership or incorporation.
3. Itemized list of equipment available for use on the project.
4. A certified or authenticated financial statement, dated within sixty (60) days prior to the opening of bids. The Owner may require that any items of such statements be further verified.
5. A list of present similar contracts, including dollar values, percentage of completion and the names of all owners involved.
6. A list of similar projects completed during the previous twelve (12) months, including the contract values and the names of all owners involved.
7. A statement regarding any past, present or pending litigation with an Owner, either by the bidding contractor directly or indirectly.
8. Such additional information as may be required that will satisfy the Owner that the Bidder is adequately prepared in technical experience, or otherwise to fulfill the contract.
9. Sufficient documents to ensure that the Contractor is in compliance with the current Fair Employment Practice requirements of the Owner.

2.10 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
5. Being in arrears on existing contracts, material suppliers, in litigation with an Owner, or having defaulted on a previous contract.

C. PART III - CONTRACTOR'S INSTRUCTIONS

3.01 CONTRACTOR'S LICENSE

Contractors and their subcontractors shall be required to obtain all pertinent state and local licenses. Employees of Contractors and their subcontractors shall be those individuals who are currently licensed by the City of Canton for their respective trade or craft.

3.02 BUILDING PERMITS

Any successful builder, contractor or supplier working in or for the City of Canton, Ohio shall be required to obtain the necessary licenses or permits required to work within the City of Canton, Ohio on any given job.

3.03 INSURANCE

Contractor shall submit certificates of insurance conforming to the laws of the state and to the satisfaction of the building owner.

3.04 SAFETY

Contractor shall be familiar, and in compliance with OSHA requirements.

3.05 WORKMANSHIP

All workmen shall be thoroughly experienced in the particular trade or class in which they are employed. All work shall be done in accordance with specifications covering the class or type of work and shall meet the approval, in the field, of the building owner or owner's representative. The contractor's representative or job supervisor shall have a complete copy of specifications of the job site at all times.

3.06 CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, contractor shall remove all excess material and debris from the site.

SECTION B

A. BID PROPOSAL SHEET

B. TECHNICAL SPECIFICATIONS

A. BID PROPOSAL SHEET

Please provide pricing for the following:

Total Bid in Figures:

$_____

Total Bid in Words:

_____

B. TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. **Scope of Work.** The Contractor shall provide all labor, materials, tools, transportation and equipment necessary to:

1. Remove and dispose of the existing boiler system and all associated piping and fittings required to be removed to provide a clean area for installation of the proposed boiler system. Note that the existing boiler is in a state of partial disassembly.

2. Install a new boiler system per the requirements of this specification including all piping, valves, fittings, insulation, electrical and ventilation as required to provide a complete operable boiler installation.

B. **General.** It is the intent of this Contract that the final installation be complete in all respects and the Contractor shall be responsible for all aspects of system installation including minor or specific details and all necessary appurtenances; coordination with trades; equipment manufacturing, installation, manufacturer's start-up services; and any necessary special construction not specifically included in the specifications.

1. The specifications direct attention to certain required features of the equipment but do not propose to cover all details entering into its design and construction. The Manufacturer shall furnish the equipment complete in all details, ready for installation and operation. The Contractor shall properly install, adjust and place in operation the complete installation.

2. The Contractor shall include in the lump sum price all associated cost for the Work. The Contractor shall assume full responsibility for additional costs which may result from unauthorized deviations from the specifications.

1.2 QUALITY ASSURANCE

A. **Regulatory Requirements.** The Contractor shall meet the requirements of Ohio Revised Code Section 4104.101 - Registration and Permits from Division of Industrial Compliance; including the following:

1. No person shall install or make major repairs or modifications to any boiler without first registering to do so with the division of

industrial compliance.

2. No person shall make any installation or major repair or modification of any boiler without first obtaining a permit to do so from the division. The permit application form shall provide the name and address of the owner, location of the boiler, and type of repair or modification that will be made. The application permit fee shall be one hundred dollars.

3. The Superintendent of Industrial Compliance shall require annual registration of all contractors who install, make major repairs to, or modify any boiler. The board of building standards shall establish a reasonable fee to cover the cost of processing registrations.

B. **Safety Standard of Assurance.** The Contractor shall be familiar and comply with all applicable Occupational Safety and Health Administration (OSHA) requirements.

C. All work shall conform to I.R.I. requirements.

1.3 SUPPLEMENTAL INFORMATION

A. **Contact Person.** The designated contact person for this bid and coordination of work will be Doug Harris (Direct: 330-438-4814, Cell: 330-316-0425).

B. **Inspection.** All components of the work performed shall undergo a thorough physical inspection performed by City personnel during and upon completion of the job prior to authorization of payment.

C. **Contractor.** Shall be qualified to perform the work in a good workman-like manner and in conformance with applicable codes and standards of safety at the time of this contract.

1.4 SUBMITTALS (In addition to the Bid Forms to follow)

A. Verification of registration and permit with Division of Industrial Compliance.

B. Worker's Compensation Documentation

C. Shop Drawings: For boilers, boiler trim and accessories. Include plans, elevations, sections, details and attachments to other existing equipment.

D. Warranty per the manufacturer's requirements and the special requirements of this section.

E. Operation and Maintenance Manuals: Provide a minimum of three (3) hardbound copies and one electronic copy on compact disc or portable

storage device.

F. Combustion Reports

PART 2 - PRODUCTS

2.1 BOILER

A. Proposed boiler shall, at a minimum, be in accordance with the requirements described in the following Equipment Schedule.

EQUIPMENT SCHEDULE

1. BOILER

Type	Flexible, bent steel water tube
Fuel	Natural Gas
Quantity	1
Maximum Input at Sea Level	2,160,000 BTU/HR
Minimum Input at Sea Level	1,080,000 BTU/HR
Manufacturer and Model Number	Parker Model T-2160, or approved equal

PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall examine the site of the proposed work and shall assume all responsibility for the conditions thereof. Contact Doug Harris (contact info above) to coordinate examination of the work site prior to submitting the bid.

3.2 REMOVE EXISTING BOILER

A. All items that are no longer necessary or abandoned from the existing boiler system shall be completely removed and disposed of by the Contractor.

3.3 INSTALL NEW BOILER

A. All existing equipment, piping, ductwork, etc. to remain shall be inspected, cleaned, tested and put back into operation for use with the new system as a complete and properly functioning system.

B. Install boiler level on existing concrete base. If existing concrete base is not suitable for installation of new boiler, contractor shall be responsible for any modifications that may be necessary to make it suitable including complete replacement if necessary.

C. Install the new boiler system according to all applicable standards and in strict accordance with manufacturer's instructions.

D. Assemble and install boiler trim.

E. Install or reconnect all associated electrical components.

a. Install electrical devices furnished with the boiler but not specified to be factory mounted.

b. Install control wiring to field-mounted electrical devices.

c. All electrical connections shall be from above (conduits will not be permitted at floor level).

3.4 START-UP

A. Provide Manufacturers Representative start-up, adjustment, calibration of equipment and instruction of operating personnel.

B. Provide combustion report following start-up.

3.5 OPERATION AND MAINTENANCE MANUALS

A. Operation and Maintenance (O&M) manuals shall be provided prior to or with the delivery of the equipment. The O&M manuals shall include instructions on storage, installation, start-up and operation and maintenance, together with a complete parts list and a recommended spare parts list.

3.6 WARRANTY

B. The Contractor and Owner shall set the date beginning the warranty period. The Contractor shall prepare a certificate with the said date and shall provide the certificate to the manufacturer and Owner.

END OF SECTION

SECTION C

A. ADDITIONAL BID REQUIREMENTS

B. WAGE RATES

INSTRUCTIONS REGARDING SUBMISSION OF THE BID

1. SUBMITTAL OF BID

Bids shall be submitted at the date, time and place indicated in the "LEGAL NOTICE" and shall be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:

- Project title.
- Office where Bid is to be submitted.
- The contract for which a proposal is being made.
- The name and address of the bidder.
- The date and time of the bid opening.

The party submitting a bid is solely responsible for delivery of the bid at the specified location prior to the deadline for receipt of bids.

2. PROPOSAL SHEET

The Proposal sheet(s) in each bid package is the only form upon which the proposed bid price can be offered. Bidder's quote sheets, letters, or other materials cannot be used in lieu of the Proposal Sheet. When descriptive literature is included with the bid submittal, they shall be considered only for informational purposes. Payment, warranty and other terms that may appear on such forms that vary from the terms of the Contract Documents shall be considered null and void.

3. BID FORM 1 - AUTHORITY OF SIGNATORY

The authority of the bid signatory must be established. Bid Form #1 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and provides instructions as to how signature authority is commonly established.

4. BID FORM 2 - BID GUARANTY

Each proposal shall be accompanied by a bid guarantee which shall consist of one of the following:

Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.571.

The 153.571 statutory bond form requires that the penal amount be an amount not less than the bid price. It is a bid error to write in an amount equal to ten percent (10%) of the amount bid.

NOTE: A certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items upon which the proposal is made. Such a bid guarantee check shall be made payable to the OWNER without condition.

Bidders using the Ohio Statutory Bid Guaranty and Contract Bond Form can leave the penal amount blank, if such is acceptable to the bidder and the surety. The statutory bond form, per ORC 153.571, is read as having a penal amount equal to the price bid, if no amount is written.

In case a bidder to whom a contract award is made shall fail to execute and secure a contract within ten (10) days after notice of award in writing, the award shall be vacated and the bid guarantee, in an amount not to exceed ten percent (10%) of the amount bid, forfeited.

Bid Bond must be provided by an approved surety company authorized to transact business in the State of Ohio and with local agent. Agents of bonding companies which write the Bid Bond for this contract shall be licensed to conduct business in the State of Ohio and have a local (Ohio) agent. Each bid shall contain the power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the documents furnished. Identification of the local agent is to accompany each Bond.

The surety used for the bid bond shall be listed in the current edition of the U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

5. **BID FORM 3 - BIDDER INFORMATION - BID FORM**

The bidder shall submit the required information on the included form showing "Bidder Information", and shall supplement the information there given as may be required by the OWNER after the receipt of bids. Low bidders may be interviewed by the OWNER and shall furnish such information as the OWNER may deem necessary to consider prior to making an award.

6. **BID FORM 4 - PROJECT REFERENCES**

Each bidder shall provide references as set forth on Bid Form 4.

7. **BID FORM 5 - INSURANCE AFFIDAVIT**

Each bidder shall provide a notarized statement from its insurance representative as set forth in the "General Instructions:.

All bidders would be well advised to consult their insurance agent as soon as possible so that all questions and concerns that may be raised can be given due consideration.

8. **BID FORM 6 - NON-COLLUSION AFFIDAVIT**

Each bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided in this document.

9. **BID FORM 7 - AFFIDAVIT FOR FOREIGN CORPORATIONS**

Each bidder who is a foreign corporation, that is, a corporation not chartered in the State of Ohio, is required to submit with his bid an affidavit, attached hereto, duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

10. **BID FORM 8 - LISTING OF SUBCONTRACTORS**

All bidders shall list the name, type of work to be performed and value of the subcontract. Note that subcontractors are distinguishable from suppliers.

11. **BID FORM 9 – BID AND CONTRACTOR EMPLOYMENT PRACTICES REPORT**

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

13. **BID FORM 11 – MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT**

This form is for the bidder to identify how much he is willing to expend if the contract is awarded for minority business enterprises.

14. **BID FORM 12 – QUESTIONNAIRRE IN DETERMINING LOWEST AND BEST BID**

This form identifies a series of factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid which are also contained in Canton Ordinance 86/2009, Chapter 105.01.

15. **BID FORM 13 – CERTIFICATION – AUDITOR OF THE STATE OF OHIO**

This form is to be completed in which to certify that the bidder does not have outstanding unresolved finding for the recovery issued by the Auditor of the State of Ohio.

16. **BID FORM 14 – OHIO DEPARTMENT OF PUBLIC SAFETY; DIVISION OF HOMELAND SECURITY**

This form serves as a declaration of the provision of materials assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Execution List.

17. **WITHDRAW OF BIDS BEFORE BID OPENING**

A bidder may withdraw its bid up to the time of bid opening, but only by submitting a request to withdraw the bid in writing and signed by the individual submitting the bid.

EVALUATION AND AWARD OF BIDS

1. **OPENING AND EVALUATION OF BIDS**

The bids shall be opened and publicly read at the time and place specified in the "LEGAL NOTICE".

The OWNER will evaluate the bids and award the contract on the basis of the lowest and best responsive responsible bid.

RESPONSIBLE BIDDER

l.) No bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract, or that is a defaulter as surety or otherwise, upon obligation or has failed to perform faithfully any previous contract with the City, or has a record of similar failures to perform with other parties with whom the bidder has contracted.

2.) No bid will be accepted from, or contract awarded to any person, firm or corporation that cannot reasonably demonstrate by ability, experience and resources that it has the capability to perform the specified work within the specified time. Bidders with no meaningful experience in comparable construction shall not be considered responsible.

RESPONSIVE BIDDER

1.) Bids may not be accepted, or contract awarded to any person, firm or corporation whose bid is incomplete, conditional, obscure, or which contains additions not called for, erasures or irregularities of any kind. The City reserves the right to waive minor errors or irregularities.

2.) In considering proposals for the work of this contract, particular attention will be given to the delivery and handling of materials and equipment at the site, the space required for materials and equipment and construction plant, the order of execution, the methods of construction, the general conduct of the work, the type and arrangements of the construction plant and other relevant considerations.

3.) Each bidder must, prior to the award of the contract, be prepared to discuss in detail all phases of these particular features of the work, and his plans for the completion thereof, with the City or its' representative. No bid will be accepted from, or contract awarded to any person, firm or corporation who cannot reasonably satisfy the Owner that his proposal is one that will result in the performance of the specified work within the specified time.

The OWNER shall be the sole judge of the effect of bid irregularities upon acceptance or rejection of a bid, and reserves the right to waive any such irregularities and to require the correction of a waived irregularity. The OWNER reserves the right to reject any or all bids.

2. EVALUATION OF BID; PRE-AWARD INTERVIEW

One or more bidders may be required to submit information to Owner or its representative to assist their evaluation of the bid. A bidder may also be required to participate in an interview during which, among other things, the bidder would be requested to make a presentation regarding its organization, resources and its preliminary plan to perform the construction (schedule, means and methods, etc.).

3. EXCEPTION TO BID - STATEMENT OF VARYING TERMS

Bidders cannot take exception in their bid submittal to the terms and conditions of the work to be performed under the contract to be awarded. Any such statements are

properly made in the context of a timely comment that can be considered for inclusion in an addendum for the benefit of all bidders.

4. **NOTICE OF AWARD**

Notice of award will be made when the OWNER notifies, in writing, the successful bidder of its intent to execute this contract with the bidder, pursuant to authorizing legislation.

EXECUTION OF DOCUMENTS

1. **EXECUTION OF CONTRACT DOCUMENTS**

The OWNER will provide the successful bidder with the appropriate number of contract documents for execution within a reasonable amount of time following award of the contract. A bidder to whom a contract award is made will be required to execute a written contract, complete with contract bond and other required documents, within ten (10) days from the date of service of notice to that effect. If a bidder to whom a contract award is made is unable to meet this requirement, he shall forfeit his bid guarantee in an amount not to exceed ten percent (10%) of his bid.

Unless the resolution that authorizes the Bid Signatory, attached to Bid Form #l, also authorizes the Contract Signatory, a successful bidder who is a corporate body shall furnish, at the time of the execution of the contract, provide a resolution of the Directors of the corporation; sealed with the corporate seal, authorizing the officer signing to execute the contract upon behalf of the corporation. A copy of this evidence of signatory authority shall be attached to each copy of the contract.

2. **CONTRACT BOND**

The successful bidder, shall furnish a surety bond(s) as security for the faithful performance and payment of all of the CONTRACTOR'S obligations. The bond(s) shall be as set forth in the "INSTRUCTIONS TO BIDDERS".

3. **INSURANCE CERTIFICATE**

An insurance certificate shall be provided evidencing, with such supplemental notes as may be necessary, that the required insurance is in full force and effect.

4. **WORKERS COMPENSATION CERTIFICATE**

A certificate shall be provided evidencing the availability of the benefits of the workers compensation program for persons employed by the CONTRACTOR.

5. **NOTICE TO PROCEED**

Following execution of the contract by both parties, the OWNER will issue a Notice to Proceed. All periods for performance will be determined in accordance with the Notice to Proceed, unless otherwise specified.

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL CONDITIONS/CANTON INCOME TAX

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due or payable under Chapter 181 of the Codified Ordinances of the City of Canton for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due for service performed under this contract.

Furthermore, any person, firm, or agency that has a contract or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to the City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department, (330) 430-7928 (Michael McEnaney).

GENERAL CONDITIONS/U.S. PRODUCED STEEL REQUIRED

All steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States. If a specific product which is required is not produced by manufacturers in the United States this requirement shall not apply.

GENERAL CONDITIONS/CANTON AREA MATERIALS PREFERRED

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area, except such materials which are unavailable in the Canton area.

GENERAL CONDITIONS/LOCAL LABOR TO BE EMPLOYED

The Contractor, in the construction of the work, shall give preference in employment to the citizens of the City of Canton. Where citizens of the City are not available, shall give preference to the citizens of the State of Ohio.

105.03 U.S. STEEL USAGE REQUIRED; EXCEPTION.

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City. (Ord. 224-77. Passed 6-27-77.)

105.04 EMERGENCY CONTRACTUAL PROCEDURES.

(a) Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Service Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.

(b) Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.

(c) The written report shall be placed on the Council agenda for the next succeeding Council meeting.

(d) Written reports shall to the extent possible:

(1) Describe the nature of the emergency;

(2) Provide the various alternatives being provided to correct the problem;

(3) Name the appropriate department head charged with the responsibility of coping with the emergency;

(4) Name contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;

(5) Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;

(6) Provide the estimate cost for such an undertaking if this information is available; and

(7) Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary to give Council the full picture and the process being used to determine the resolution of such emergency.

(e) Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.

(f) Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.

(g) The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council. (Res. 76-76. Passed 3-1-76.)

105.05 MATERIALS TO BE PURCHASED LOCALLY.

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

> It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

(Res. 49-77. Passed 2-7-77.)

105.06 MINORITY CONTRACT PROVISION.

All contracts with the City shall include the following clause:

> The bidder agrees to expend at least $_____of the Contract in the event the contract is awarded to such bidder for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a bona fide business at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of the preceding sentence,
>
> "minority group members" means citizens of the United States who are either

Negroes, Spanish-speaking, Orientals, American Indians, Eskimos, Aleuts or female. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

(Ord. 331-80. Passed 11-10-80.)

105.07 GRANT AND LOAN APPLICANT REQUIREMENTS.

(a) No person, partnership, corporation and/or unincorporated association shall be eligible to receive any grant, loan from Community Development funds or tax incentive, whether administered directly by the Department of Development or indirectly through a program administered by a non-profit agency on behalf of the City, unless the applicant is paid in full or is current and not otherwise delinquent in the payment of any of the following:

(1) Any outstanding judgments, liens, grant or delinquent loan obligations owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;

(2) Utility bills for water, sewer and sanitation services owed to the City of Canton;

(3) Income taxes (to include mandatory wage withholding by employers) owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;

(4) Real estate taxes and assessments on any properties owned by the applicant;

(5) Personal property taxes owed to the Stark County Auditor and/or State of Ohio; or

(6) Any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program.

(b) The applicant shall be required to provide to the City of Canton a notarized statement averring that the applicant is paid in full or is current and not otherwise delinquent in the payment of the obligations listed in subsections (a) (1 - 6).

(c) Falsification of such statement shall result in cancellation of any grant or loan received, and the applicant shall be required to refund any grant or loan funds received.

(d) Council may waive or modify the requirements of this section as applied to a particular applicant if in the interest of justice, and upon consideration of the surrounding circumstances, such waiver or modification is deemed reasonably necessary by Council.

(e) Under any Community Development program in which the combined household income of all members is calculated for the purpose of determining income eligibility of the applicant, no applicant shall be eligible to receive any grant or loan from the Department of Development if any coapplicant or other member of the same household is delinquent in the payment of any of the categories listed in subsection (a) hereof.

(f) Notwithstanding the above, this section shall not apply to any individual, partnership, corporation or incorporated association seeking assistance under a HOME Repair or Emergency Shelter program grant, at the time of the application.

(g) No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners, any person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in any of the categories listed in subsection (a) hereof, shall be eligible for the award of any grant or loan. No person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent

in any of the items listed in subsection (a) hereof shall be eligible for the award of any grant or loan.

(h) The Department of Development and any other department which may hereinafter or presently administer the awarding of grants and loans to applicants under any program shall establish guidelines and screen applicants consistent with the foregoing requirements. All City Departments shall comply with the requests of the Department of Development and any other department for information which are made pursuant to this

section.

(i) The Department of Development, for programs within its administration and authority, may waive or modify the requirements of this section, under appropriate surrounding circumstances, where a strict interpretation of this section would not further the established goals of the Department.

(Ord. 205-2010. Passed 11-8-10.)

105.08 CAPITAL IMPROVEMENT PROJECTS. (REPEALED)

EDITOR'S NOTE: Former Section 105.08 was repealed by Ordinance 86-2009.

105.09 NOTICE AND BIDDING REQUIRED, WHEN.

Contracts for the purchase of material, equipment, supplies or services, other than professional or personal services as defined in Section 105.10, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars ($20,000), and which require bidding pursuant to Ohio R.C. 735.05 through 735.09, and 737.03, shall first be approved by Council, and the contract shall be made with the lowest and best bidder after advertisement for not less than two or more than four consecutive weeks in a

newspaper of general circulation within the City.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.10 PROFESSIONAL OR PERSONAL SERVICES CONTRACTS.

All professional or personal service contracts entered into by any official on behalf of the City shall first be approved and authorized by Council where the contract exceeds fifteen thousand dollars ($15,000). A professional service or personal service supplier shall be defined as an individual who possesses professional expertise or a specialized skill in the service area, which expertise or skill may vary from one supplier to another. Professional or personal services shall include, but not be limited, to the following: legal, medical, psychological, counseling, accounting, auditing, engineering, architectural, insurance and banking services. A professional or personal service contract shall be considered as one contract where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the services to be provided under the contract, evidences the undertaking of a single project.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99.)

105.11 STATE COOPERATIVE PURCHASING WITH ADMINISTRATIVE SERVICES.

(a) The City hereby requests authority pursuant to Ohio R.C. 125.04 to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain materials.

(b) The City hereby agrees to all contract terms and conditions which the Department of Administrative Services, Office of State Purchasing, may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 9-92. Passed 1-27-92.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions for making a purchasing under this section.

(Ord. 52-99. Passed 3-29-99.)

105.12 LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars ($100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

(Ord. 86-2009. Passed 5-18-09.)

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:

(1) Is a resident of the City and/or has its principal place of business in the City; and

(2) Which has filed a City of Canton "Resident" Income Tax Return for the past two tax years.

(c) All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

> Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

(Ord. 112-97. Passed 6-2-97.)

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars ($20,000) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 112-97. Passed 6-2-97; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.13 STATE COOPERATIVE PURCHASING WITH ODOT.

(a) The City hereby requests authority pursuant to Ohio R.C. 5513.01 to participate in State contracts which the Ohio Department of Transportation has entered into for the purchase of supplies, services, equipment and certain materials without competitive bidding.

(b) The City hereby agrees to all contract terms and conditions which the Ohio Department of Transportation may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 175-93. Passed 9-13-93.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions of making a purchase under this section.

(Ord. 52-99. Passed 3-29-99.)

105.14 CHANGE ORDERS TO CONTRACTS.

(a) Change orders are amendments to contracts to provide for alterations or modifications of the scope and/or cost of the original contract. A proposed amendment to a contract which is outside the general scope of the original contract does not

constitute a change order, but is rather a proposal for a new and separate contract which requires independent contractual authority and bidding, if applicable.

(b) The Director of Public Service and the Director of Public Safety are hereby authorized, without approval of Council, to approve and enter into change orders which do not in the aggregate exceed:

(1) Ten percent (10%) of the total authorized original contract price; or

(2) $100,000.00, whichever is less.

This authority is subject to the availability of funding. Change orders shall additionally require approval of the Board of Control.

(c) Change orders in excess of the aggregate amounts set forth in subsection (b) hereof shall require approval of Council. The above stated limitations may be amended by Council in any legislation providing for any contract or in any subsequent amending ordinance. (Ord. 31- 2000. Passed 2-14-00.)

Bid Form 1

WRF Boiler Replacement Project

AUTHORITY OF BID SIGNATORY

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership. Below the signature affixed on the Proposal Sheet, a sole proprietorship's owner shall write "sole owner" or "doing business as (name of bidder)".

_____ The party bidding is a partnership and the party signing is one of the partners. Below the signature affixed on the proposal sheet, a signatory for a partnership shall write "member of the firm".

_____ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

Bid Form 2

WRF Boiler Replacement Project

INSERT BID GUARANTY HERE

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

See INSTRUCTIONS TO BIDDERS NO. 4 regarding requirements.

Bid Form 3

BIDDER INFORMATION

1. The Bidder shall provide the following information as part of its bid.

   a. Name of Bidder _____

   b. Business Address _____

   _____ _____ _____
   City State Zip

   c. Business Telephone Number (____) _____

   d. Person, address, email and telephone to whom official notices are to be sent _____ _____ _____

   e. Person, address, email and telephone for further information regarding this proposal _____ _____ _____

   f. State(s) of incorporation (w/dates of incorporation) _____ _____

   g. Principal place of business _____

   h. Estimated Working days necessary to complete project _____ days

   i. Federal I.D. Number # _____

   j. Amount of Certified Check, Cashier's Check, Bid Bond$ _____

2. Form of Business Organization.

    ____ Corporation

    ____ Partnership

    ____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this _____ day of _____, 20 _____.

_____
Contractor

By _____
(Signature of individual, partner or officer signing the proposal.)

Please have this page Notarized

Bid Form 4

WRF Boiler Replacement Project

PROJECT REFERENCES

Each bidder shall provide a list of comparable projects performed over the last three (3) years (maximum of 10) indicating the following:

- Owner (with name, address and telephone number of Owner's project manager).
- General description of work, and size and type of project. Also indicate whether participation was as a prime or subcontractor. If the bidder's participation on the project was as a subcontractor, identify prime contractor with information requested above for the OWNER.

All previous work for the OWNER over the last five (5) years should be identified.

Bid Form 5

WRF Boiler Replacement Project

INSURANCE AFFIDAVIT

Each bidder shall obtain from its insurance representative and include in the bid submittal an insurance affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name, and state at least the following:

(1.) The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in "General Requirements".

(2.) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the insurance specified will be provided.

(3.) The names and A.M. Best Company ratings of companies which are expected to provide the required insurance.

The insurance affidavit shall be notarized.

WRF Boiler Replacement Project

BIDDER'S AFFIDAVIT: NON-COLLUSION STATEMENT

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

STATE OF _____)
) SS: COUNTY OF _____)

being first duly sworn, deposes and says that he is

(sole owner, a partner, president, secretary, etc.)

of

the party making the enclosed proposal or bid, and say further that

(Give names of all persons, firms or corporations interested in the bid) is or

are the only party or parties interested with the party making this bid in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that no member of the City of Canton, head of any department or bureau or employee therein or any official or officer of City of Canton, is directly or indirectly interested therein; that said proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the OWNER, or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

Sworn to and subscribed before me this _____ day of

_____, 20 ____.

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

*** Any corporation that <u>is not incorporated in the State of Ohio is a foreign corporation</u>.**

Bid Form 7

WRF Boiler Replacement Project

BIDDER'S AFFIDAVIT: FOREIGN CORPORATION*

The undersign certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is

(name and address)

_____.

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

Date Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

Bid Form 8

WRF Boiler Replacement Project

LISTING OF SUBCONTRACTORS

The Bidder shall set forth the name, location of principal place of business, proposed amount of subcontract and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the bidder in or about the construction of the work or improvement to be performed under the Contract for which the attached Bid is submitted, and where the portion of the work which will be performed by each subcontractor. Note that subcontractors are distinguishable from suppliers.

Subcontractor **- An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.**

Supplier **- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the work by the CONTRACTOR or any Subcontractor.**

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

PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

Minority Coordinator
218 Cleveland Avenue SW
Canton, Ohio 44702

I. INSTRUCTIONS

A. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT: This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

B. CONTRACTOR AND BIDDER PERFORMANCE: Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS ☐ a. Prime Contractor ☐ b. Prime Subcontractor ☐ c. Supplier ☐ d. Other (Specify)
2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT
3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER
4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER
5. CONTRACTING CITY AGENCY (OR AGENCIES)
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE |DATE

EVALUATION (level blank)

☐ Compliance

☐ Non-Compliance ☐ Follow-up _____

III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the appropriate or applicable letter to the left of each item below. The letters are to be interpreted as follows:

A - This is now a practice of the Company.
B - The Company will adopt this policy.
C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: a. All employees b. All recruitment sources c. All subcontractors d. All relevant employee organizations including labor unions	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. education b. experience c. tests d. arrest records	
A B C	9. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	10. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES							
	TOTAL			MALE				FEMALE			
	MALE & FEMALE	MALE	FEMALE	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from previous report (if any)											

REMARKS Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report. That he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Contract Compliance, the bidder will be subject to the loss of all future awards.

FIRM OR CORPORATE NAME _____ DATE OF SIGNING _____

SIGNATURE _____ TITLE _____

SIGNATURE _____ TITLE _____

V. ADDITIONAL INFORMATION (OPTIONAL)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, or national origin. Use separate sheet if additional space is required.

DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes draftsmen, engineering aids, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic physical sciences), and kindred workers.

Sales workers - Occupations engaging wholly or primarily in direct selling. Includes advertising agents and salesmen, insurance agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks and kindred workers.

Office and clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives - (Semi-Skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require no independent judgement. Includes garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers - Workers in both protective and nonprotective service occupations. Includes attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen, and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with federal or State agency.

WRF Boiler Replacement Project

MINORITY CONTRACT PROVISIONS: MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT

A. The Bidder agrees to expend at least $ _____ of the contract if awarded for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a business at least 50 percent of which is owned by minority group members or, in case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of the preceding sentence, minority members are citizens of the United States who are African Americans, Spanish-Speaking, Orientals, American Indians, Eskimos, Aleuts or Females. Minority business enterprises may be employed as construction subcontractors or asvendors or suppliers. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

NAME AND ADDRESS OF MINORITY FIRMS	NATURE OF PARTICIPATION	DOLLAR VALUE OF PARTICIPATION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount:
Total: Percentage of Minority Participation _____%

B. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. The first report is due five (5) days after notification to the lowest and best bidder. The second report is due at 40% completion.

C. It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for bonafide minority business enterprises.

D. If the ten percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project to enable meeting the ten percent (10%) minority business enterprise goal.

E. Failure to comply with the Minority Business Enterprise Utilization Commitment will not be grounds for the forfeiture of a bid bond so long as a "best effort" approach to comply with such commitment can be demonstrated. If such compliance cannot be obtained, the bidder shall furnish written evidence to justify that he has made "best efforts" to comply with the Minority Business Enterprise Assistance Program. A representative of the City of Canton will monitor and determine whether or not a good faith effort to comply with the Minority Business Enterprise Commitment has been made.

F. In light of the above, the Board of Control will still award the contract to the lowest and best bidder. Breach of this commitment constitutes breach of the Bidder's contract, if awarded.

G. The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

_____ _____

Name/Title of Authorized Officer Signature of Authorized Date

NOTICE OF FACTORS TO BE CONSIDERED IN DETERMINING THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS AND QUESTIONNAIRE IN ACCORDANCE WITH CANTON ORDINANCE 86/2009, CHAPTER 105.01

NOTICE

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01, a copy of which is included in these specifications.

QUESTIONNAIRE

When completing Bid Form #12, please submit your answers, separately, on your company letterhead and attach to Bid Form #12.

In accordance with Canton Ordinance 86/2009, Chapter 105.01, Section (c), each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.

1. Please describe the work, supplies and materials covered by the bidder's bid.

2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**

3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.

4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens field, explanations of the same.

5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.

6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.

7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.

8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.

9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.

10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.

11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.

12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engages within the previous five years.

13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair practices within the past five years.

14. Please describe any violations of the worker compensation law.

15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.

16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.

18. Please state the experience and the continuity of the bidder's work force.

19. Please submit the identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.

20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.

21. Please state whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3) of Ordinance 86/2009, and their job descriptions or trade specialties that the bidder will employ on the public contract.

22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.

23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.

24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.

25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.

26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

PERFORMANCE BOND AFFIDAVIT

Unless Bidder submits, with its bid, a Bid and Contract Bond per ORC. 153.571, Canton may request that the Bidder obtain, from its insurance representative, a performance bond affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name and state at least the following:

(1) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.

(2) The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED.

AFFIDAVIT

Now comes _____, the duly authorized representative of _____,
(name of company)

A bidder in City Project _____
(name of project)

And hereby desposes and states under oath that the _____
(name of bidder's

_____ shall employ all local labor for all work to be performed on
company)

City Project

In the event said bidder is awarded the contract for said Project.

_____
Authorized Signature of Company

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Name of Notary Public

My Commission Expires:
_____

ARTICLES OF INCORPORATION

UNLESS THE BIDDER SUBMITS, WITH ITS BID, THE "ARTICLES OF INCORPOARTION" SHOWIN EXACTLY WHAT NAME YAO ARE INCORPORATED UNDER WITH THE STATE OF OHIO, CANTON MEY REQUEST THE BIDDER PROVIDE THIS INFORMATION.

THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THESTATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.

ADDITIONAL REQUIREMENT AND/OR CONDITIONS

A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.

B. Supplier agrees that Canton's specifications and bid documents shall incorporate and made part of any subsequent contract entered by the parties. Further, the terms, conditions and provisions found in Canton's specifications and bid documents shall supersede and control any subsequent contract provisions to the contrary.

C. Once both parties have fully executed the contract, said contract shall by binding upon the parties' heirs, successors and assigns.

D. Supplier shall not assign or transfer any interest under this agreement without the express written consent of Canton.

E. Supplier agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against all demands, claims, causes of action, or judgments or omissions by Supplier, its agents, employees or subcontractors. Nothing herein shall be constructed to hold Supplier liable for Canton's negligence.

F. Supplier's liability to the City of Canton for default shall not be limited and the City if Canton shall be entitled to all damages permitted under Ohio law upon Supplier's breach, default or non-performance under this Agreement.

G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event if a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.

H. When, during the course of construction, it appears to the contractor that any work does not conform to the provisions of the contract documents, it will make necessary corrections so that such work will conform. Additionally, the Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the Contractor or by a subcontractor. This shall apply to the Contractor or any subcontractor appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as prescribed by law or by applicable special guarantees or warranties in the contract documents.

I. The owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination if necessary. The Owner will authorize all changes by a written change order signed by the owner, or the architect of other designee of the owner. The change order will be include conforming changes in the contract and termination time.

J. Work changed, and the contract price and termination time modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the owner will determined by mutual agreement of the parties before starting any work involved in the change work.

CERTIFICATION

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

_____.
(Current date)

_____
Signature of Officer or Agent

_____
Name (Print)

Sworn to and subscribed in my presence this _____ day of

_____, 20 _____

_____
(Notary Public)

OHIO DEPARTMENT OF PUBLIC SAFETY

OHIO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY
http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME	FIRST NAME	MI
HOME ADDRESS		
CITY / STATE / ZIP / COUNTY		
HOME PHONE	WORK PHONE	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME	PHONE
BUSINESS ADDRESS	
CITY / STATE / ZIP / COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME	TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE	DATE
X	

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of March 2009

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLF)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

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U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant

Marocain)

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)

9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

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11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Commité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
American Friends of the United Yeshiva (Kahane Chai and Kach)
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

NOTICE TO CONTRACTORS

Pursuant to Ordinance No. 99/89, passed by City Council of Canton ,Ohio, May 22, 1989, requiring the employment of local construction workers on contracts with the City of Canton, requiring the employment of personnel, said agrees to conform to the requirements of said Ordinance No. 99/89.

AFFIDAVIT OF COMPLIANCE

PREVAILING WAGES

I _____,
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of the_____
(Company Name)

for all hours worked on the _____
(Project and Location)

project, during the period from _____ to _____
(Project Dates)
are in compliance with Federal prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____
(Signature of Officer or Agent)

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

_____
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the Contract is made.

LETTER OF ASSURANCE

The, _____, company hereby certifies that they will comply with the required goals and timetables pertaining to minority and female participation in all trades. The company agrees to comply with the required 9.0% minority participation goal.

All bidders, contractors and subcontractors to perform work on

are subject to the above stated requirements and agree to comply with all local, State and Federal EEO, MBE, and labor requirements applicable to this project and further agrees to complete and/or submit all necessary documents to the City of Canton's Compliance Office prior to the awarding of any contract for this project.

The _____ company also agrees to expend at least 10% of the dollar amount of any contract awarded for this project to Minority Business Enterprises.

Failure to submit this letter of assurance will make the bidder's bid non-valid and failure to comply with the applicable local, state and Federal EEO, MBE and Labor requirements are basis for termination of any contract awarded for this project.

Company or Partnership

President or other Official Title

Date

(Seal)
Subscribed and sworn to before me, this _____ day of _____, 19_____.

Notary Public in and for the County of _____, State of _____. My commission expires on the _____ day of _____, 19 _____.

TO BE FILLED OUT WITH BID

WEEKLY PAYROLLS

Each week as work progresses the Contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein.

All weekly payrolls shall contain or have attached the following:

A) Name of each employee. Also show address when employee is first entered on payrolls and whenever his address changes thereafter.

B) Classification of employees (same as shown on wage determination or provisional approval).

C) Rate of pay not less than that shown on the wage determination.

D) Hours worked each day and total for each week for each employee.

E) All deductions made.

F) Net amount paid employee.

G) The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Department of Industrial Relations, Prevailing Wage Rate Division, State of Ohio, and that the classifications set forth for each laborer or mechanic conform with the work he performs".

(SIGNATURE) (TITLE)

NON-DISCRIMINATION IN EMPLOYMENT
(INSTRUCTIONS FOR BIDDERS)

Contracts for work under this proposal will obligate the Contractor(s) and Subcontractor(s) not to discriminate in employment practices.

Bidders may be required to submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

Successful Bidder(s) must, if requested, submit a list of all Subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the job. Further, said labor polls will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the Contract; and/or, if requested, the successful Bidder(s) will be required to submit a certification as to what efforts have been made to secure such statements when such agents or labor polls have failed or refused to furnish same prior to the award of the Contract.

Successful Bidder(s) must, if requested, be prepared to comply in all respects with the Contract provisions regarding non-discrimination.