

Not Intended for Bid Submission. Bidder
must purchase bidbook and plans for the
City Purchasing Department.

This copy is being provided for
informational purposes Only!

BID SPECIFICATIONS

FOR

**West Maple Street and Kent Avenue
Waterline Extension Project
Village of Hartville
Phase II**

CITY OF CANTON, OHIO

ALL BIDS ARE TO BE MAILED AND/OR
DELIVERED TO THE FOLLOWING:

CONTRACT OFFICE
CANTON CITY HALL BUILDING
SIXTH FLOOR

218 CLEVELAND AVENUE SW
CANTON, OHIO 44702

**FAILURE TO DO SO COULD RESULT
IN YOUR BID BEING DISQUALIFIED.**

LEGAL NOTICE

PLEASE NOTE!!! THE CITY OF CANTON WILL NOT ACCEPT AND/OR CONSIDER ANY BID AS AN OFFICIAL BID UNLESS SAID BIDDER HAS PICKED UP AND/OR PAID FOR A COMPLETE BID PACKAGE FROM THE CITY OF CANTON CONTRACT OFFICE AS OUTLINED IN THIS LEGAL NOTICE!

Ordinance 62-2011

The Director of Public Service will accept sealed bids at 218 Cleveland Avenue S.W., Canton, Ohio 44702 until **2:00 PM, LOCAL TIME ON WEDNESDAY, SEPTEMBER 12, 2012** for the purpose of securing bids for,

West Maple Street and Kent Avenue Waterline Extension Project Village of Hartville - Phase II

in accordance with the plans and specifications on file in the Contract Office, City of Canton, Ohio and authorized by Ordinance 62-2011. The Engineer's Estimate is \$598,625.50 for bidding purposes. Please be advised that the City of Canton will open bids in the **Sixth Floor Conference Room** on the day of bid opening.

SUBMIT BIDS TO THE CONTRACT OFFICE LOCATED ON THE SIXTH FLOOR OF CANTON CITY HALL. The City will disqualify any bid not submitted on or before 2:00 PM on the day of bid opening. The Service Director (or an authorized representative) will open and publically read bids immediately after the expiration of the time for filing such bids.

Bidder may obtain a complete bid package at the Contract Office located on the Sixth Floor of Canton City Hall, Purchasing Department upon the payment of the sum of \$30.00, which is non-refundable. Make checks payable to the City of Canton. Please feel free to contact Steve Henderson of the Purchasing Office at (330) 438-4185.

The bidder must use proposal blanks provided in the bid package to submit bids. The Contract Office will not accept alternative proposal forms.

Each bid must contain the name of every person or company interested in the same and be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK, OR SURETY BOND, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

The CERTIFIED CHECK OR CASHIER'S CHECK shall be in the amount of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID. WHERE A BID BOND IS USED, IT SHALL BE IN AN AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OF THE BID.

The City of Canton will only accept original checks and bonds. Therefore, if any company and/or bidder submit a copy (including fax copies) of his/her security, the

City will disqualify your bid.

Should any bid be rejected, such bond, Certified Check, Cashier's Check will be forthwith returned upon the proper execution and securing of the contract.

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.

Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening. BE ADVISED THAT A \$500.00 PENALTY WILL BE IMPOSED BY THE CITY OF CANTON TO ANY BIDDER THAT WITHDRAWS HIS BID AFTER THE BID OPENING AND PRIOR TO A CONTRACT AWARD(S).

A PRE-BID MEETING WILL BE HELD FOR THIS PROJECT ON THURSDAY, AUGUST 30, 2012 AT 9:00 AM. CANTON WILL HOLD THIS MEETING AT CANTON WATER DEPARTMENT CONFERENCE ROOM AT 2664 HARRISBURG NE, CANTON, OHIO 44705.

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 bidder as to obtain the most beneficial result for the City of Canton.

BY ORDER OF THE DIRECTOR OF PUBLIC SERVICE
WARREN PRICE

Published in the Canton Repository
August 21, August 28 and September 4, 2012

**BID PROPOSAL FOR
West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville - Phase II**

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 West Maple Street and Kent Avenue Waterline Extension Project Village of Hartville - Phase II, 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 any part thereof 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 90 calendar 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

West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville - Phase II

It is mutually agreed by and between the parties hereto, that time is an essential part of this contract. Therefore, the contractor will be required to complete the ABOVE MENTIONED PROJECT AS INDICATED BELOW:

The project must be completed and accepted by the Canton Water Department within 90 calendar days after the "Notice to Proceed" has been issued,

or including any extensions of time ordered or granted by the City, the contractor 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(s) under this/these contract(s).

The Contractor further agrees to pay the City the sum of ONE THOUSAND DOLLARS (\$1,000.00) PER DAY, 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, among its recourses for the collection and recovery of such liquidated damages, shall have the right to deduct and retain the amount of such liquidated damages out of the money which may be due or become due the Contractor(s) under this/these contract(s).

GENERAL INSTRUCTIONS AND BID DOCUMENTS

**West Maple Street and Kent Avenue
Waterline Extension Project
Village of Hartville
Phase II**

CITY OF CANTON, OHIO

**West Maple Street and Kent Avenue
Waterline Extension Project
Village of Hartville
Phase II**

INDEX

SECTION A

- A. General Conditions**
- B. Instruction to Bidders**
- C. Contractor's Instructions**

SECTION B

- B. Additional Bid Requirements**
- C. Wage Rates**

SECTION C

- A. Specifications**
- B. Bid Proposal Sheet**
- C. Drawings - UNDER SEPARATE COVER**

SECTION A

- A. GENERAL CONDITIONS**
- B. INSTRUCTION TO BIDDERS**
- C. CONTRACTOR'S INSTRUCTIONS**

SECTION A

A. PART I – GENERAL CONDITIONS

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 **West Maple Street and Kent Avenue Waterline Extension Project; Village of Hartville - Phase II** 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**:
 - 1.02 Service Director Status
 - 1.03 Permits and Licenses
 - 1.04 Condition of the Site
 - 1.05 Verification of Dimensions and Elevations
 - 1.06 Superintendent
 - 1.07 Continuation of Owner's Operations
 - 1.08 Protection of Work and Property
 - 1.09 Material Storage and Cleanup
 - 1.10 Inspection of Work
 - 1.11 Miscellaneous Utilities
 - 1.12 Changes or Extra Work
 - 1.13 Workmanship
 - 1.14 Insurance
 - 1.15 Safety and Ecology
 - 1.16 Anti-Discrimination in Employment
 - 1.17 OSHA - Compliance
 - 1.18 Final Waiver of Lien

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**

Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Service Director and the Service Director will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, 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. Any connections to the water system shall be completed by the Water Department.
- C. At the completion of work, or when the above connections are no longer required, the Contractor shall remove all connections to the electrical system, inform the Water Department, if there were any water connections, and leave the facilities in a condition at least as satisfactory as prior to the commencement of his work.
- D. Arrangements for toilet facilities shall be negotiated with the owner, **prior** to startup 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 and drawings **on 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 picked up 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. Once started, the contractor is expected to work on a continual basis until the project is completed, this being normal working hours. The City is instructing the Contractor to base the project schedule upon a workweek starting on Monday at 7:30 am and concluding on Friday at 4:00 pm of the week, except to save life or property or in case of emergencies as authorized or directed by the City. The Water Department shall review alternative scheduling such as a four-day workweek and continuous operations prior to acceptance. The Water Department will base acceptance upon necessity to facilitate operations as determined by the Water Department. Contractor must make special provisions if the contractor's operation start before 7:30 am, conclude after 4:00 pm each day, or anytime on Saturday's or Sunday's, City Holidays and require a City inspector presence. Contractor will be required to pay for inspection fees for overtime including inspector's base rate times 1.5 plus any applicable benefits. The Water Department shall determine method of payment when the need arises.

2.04 BID OPENINGS

- A. Bids are to be returned to:
 The Contract Office/Sixth Floor/Canton City Hall
 218 Cleveland Avenue S.W., P.O. BOX 24218
 Canton, Ohio 44701-4218.

- B. **BIDS WILL NOT BE ACCEPTED AFTER 2:00 P.M. ON WEDNESDAY, SEPTEMBER 12, 2012.**

- C. **A PRE-BID MEETING WILL BE HELD FOR THIS PROJECT ON THURSDAY, AUGUST 30, 2012 AT 9:00 AM. CANTON WILL HOLD THIS MEETING AT CANTON WATER DEPARTMENT CONFERENCE ROOM AT 2664 HARRISBURG NE, CANTON, OHIO 44705.**

- 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 scope of services can be directed to:

 Mr. Brent Burrier
 Facilities Engineer – Canton Water Department
 PHONE: (330) 438-6569

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

 Mr. Steve Henderson
 City of Canton Contract Office
 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-CONSTRUCTION MEETING

A pre-construction meeting shall 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-construction meeting.

2.08 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and 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 judgement 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. 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.

12. **BID FORM 10 – PERSONAL PROPERTY TAX**

This form is designed to certify that the potentially awarded contractor was not charged with any delinquent personal property tax at the time of the bid opening.

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 – QUESTIONNAIRE 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

- 1.) 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 which 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 which authorizes the Bid Signatory, attached to Bid Form #1, 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 time 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 and where citizens of the City are not available, shall give preference to the citizens of the State of Ohio.

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 be 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 construed 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 or other designee of the owner. The change order will 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 be determined by mutual agreement of the parties before starting any work involved in the change work.

ARTICLES OF INCORPORATION

UNLESS THE BIDDER SUBMITS, WITH ITS BID, THE “ARTICLES OF INCORPORATION” SHOWING EXACTLY WHAT NAME THEY ARE INCORPORATED UNDER WITH THE STATE OF OHIO, CANTON MAY REQUEST THE BIDDER TO PROVIDE THIS INFORMATION.

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

Bid Form I

**West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II**

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

**West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II**

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 REGARDING SUBMISSION OF THE BID, No. 4 regarding requirements.

SEE ATTACHED SAMPLE

THIS IS A SAMPLE OF THE EXACT LANGUAGE THAT SHOULD BE
SUBMITTED, ON YOUR INSURANCE COMPANY'S FORM(S), FOR ALL BID
GUARANTY/CONTRACT BONDS

(Ohio Revised Code, Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

(insert full name or legal title of Contractor and Address)

as principal and

(insert full name or legal title of Surety)

as sureties, are hereby held and firmly bound unto CITY OF CANTON, 218
CLEVELAND AVE. SW, CANTON, OHIO 44702 as obligee in the penal sum of the
dollar amount of the bid submitted by the principal to the obligee on _____,
20__ to undertake the project known as:

(insert full name, address and description of project)

The penal sum referred to herein shall be the dollar amount of the principal's bid to the
obligee, incorporating any additive or deductive alternate bids made by the principal on the
date referred to above to the obligee, which are accepted by the obligee. In no case shall
the penal sum exceed the amount of

_____ Dollars (\$_____)

(If the foregoing blank is not filled in, the penal sum will be the full amount of the
principal's bid, including alternates. Alternatively, if the blank is filled in, the amount
stated must not be less than the full amount of the bid including alternates, in dollars and
cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this _____ day of _____, 20__

PRINCIPAL:

SURETY COMPANY ADDRESS:

By: _____

Street: _____

Title: _____

City: _____, State: _____

SURETY

SURETY AGENT'S ADDRESS:

By: _____

Agency Name: _____

Street: _____

City: _____, State: _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project .

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said Principal shall well and faithfully do and perform the things agreed by the above referred project to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.”

West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II

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, and telephone to whom official notices are to be sent _____

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

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

g. Principal place of business _____

h. Working days necessary to complete project _____ days

i. Federal I.D. Number _____

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

Bid Form 3
Page 2 of 3

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.

_____	_____
_____	_____
_____	_____
_____	_____

Bid Form 3
Page 3 of 3

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

**West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II**

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

**West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II**

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

West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II

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 _____

COUNTY OF _____, SS

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

Bid Form 6
Page 2 of 2

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

Bid Form 7

**West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II**

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

**West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II**

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.

Bid Form 9
Page 1 of 4

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 <input type="checkbox"/> a. Prime Contractor <input type="checkbox"/> b. Prime Subcontractor <input type="checkbox"/> c. Supplier <input type="checkbox"/> 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 _____

Bid Form 9
Page 3 of 4

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 _____

Bid Form 9
Page 4 of 4

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.

EEO
POLICY STATEMENT

The City of Canton, Ohio in conformance with local, State, and Federal regulations require each employer, contractor, and material suppliers working City projects to be signatures of the following statements:

1. It is the policy of _____ that equal employment opportunity be afforded to all qualified persons without regard to race, religion, sex or national origin.
2. In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex or national origin.
3. The _____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to:
recruitment, advertising or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
4. The of _____ will make every effort to comply with minority utilization goals as follow:
(9.0%) nine percent minorities in workforce on this job,
(6.9%) six point nine percent female utilization on this job,
(10%) ten percent of contract amount expended with minority business enterprises.
5. The of _____ shall require each sub-contractor we hire on this project to adhere to, sign, and return this statement to the City.

(Date)

(Name of Company)

(Signature and Title of Company Officer)

ORDINANCE NO. 129/74

AN ORDINANCE SUPPLEMENTING THE CITY
CODE BY CREATING CHAPTER §07 TO BE
TITLED EQUAL EMPLOYMENT OPPORTUNITY
IN PUBLIC CONTRACTS

WHEREAS, the City of Canton is committed to a policy of providing equal employment opportunity on all public contracts and prohibits discrimination of any kind based on race, creed, color, sex or national origin; and

WHEREAS, the population of the City of Canton consists of people of various races, color, religion and national origin, who have a vital and compelling interest in initiating positive practice in the expenditures of public funds to promote the general welfare of the City; and

WHEREAS, Canton City Council by passing this ordinance will assure equality of opportunity to the citizens of Canton and will promote the full realization of the rights of all citizens consistent with ability to participate in the economic life of the City of Canton;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1 - Definitions. Whenever used in this ordinance, the below listed words are hereby defined as follows:

- a. "Discriminate" and "discrimination" - Distinguish, differentiate, separate or segregate, solely on the basis of race, religion, color, sex or national origin.
- b. "Contractor" - Any person, partnership, corporation, association or joint venture, and includes each and every subcontractor on such a contract and every supplier of equipment or supplies.
- c. "Subcontractor" - Any person, partnership corporation, association or joint venture, which supplies any of the work, labor, services, supplies, equipment, materials or any combination of the foregoing, under a contract with the contractor on a public contract.
- d. "Public contract" - Any contract awarded by the City of Canton whereby the City is committed to expend or does expend its funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit or permit agreement whereby the City

leases, grants or demises property of the City or otherwise grants a right or privilege to occupy or use property of the City.

- e. "Bidder" - Any person, partnership, corporation, association or joint venture seeking to be awarded a public contract.
- f. "Construction contract" - Any public contract for the construction, rehabilitation, alteration, conversion, extension or repair of buildings, streets or other improvements to real property.

Section 2 - Administration of Program. The Executive Secretary of the City Fair Employment Practices Commission, hereinafter referred to as the "Executive Secretary", with the assistance of the Director of Public Safety, shall administer and enforce the provisions of this ordinance and shall adjust, promulgate and enforce rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of this ordinance.

Section 3 - Equal Employment Opportunity Clause. Except as provided in Sections 7 and 8 herein, all public contracts hereinafter entered by the City of Canton in excess of One Thousand Five Hundred Dollars (\$1,500.00) shall incorporate an equal employment opportunity clause which shall read as follows:

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this non-discrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the Equal Opportunity Clause of the City of Canton and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City of Canton his affirmative action plan and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this ordinance and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City of Canton may direct as a means of enforcing the provisions of this Equal Opportunity Clause, including penalties and sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's Equal Opportunity Program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this Equal Employment Opportunity Clause

in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - (b) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - (c) Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - (d) In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent directly or indirectly compliance with the policy as herein outlined.

Section 4 - Contract Compliance Requirements.

- a. All notices to prospective bidders published on behalf of the City shall include as a part of the contract specifications the condition that all bidders will be required to comply with the City of Canton Contract Compliance Program regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the department, division or other agency letting the contract.

- b. Each bidder shall file, as part of the bid documents, contract employment reports with the City contracting agency or as may be directed by the City or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs and statistics of the contractor and shall be in such form as the City may prescribe.

Section 5 - Pre-Award Conference. Following receipt and review of the employment information submitted by the bidders and prior to the award of a contract, the apparent successful bidder and his known major subcontractors shall be required to attend a pre-award conference if called by the Executive Secretary at which time such bidder and major subcontractors shall submit affirmative action programs to promote equal opportunity in employment. The Executive Secretary shall determine whether or not the apparent successful bidder has complied with this ordinance and shall submit his determination and recommendation thereon to the Mayor, the director of the department or division involved, and the Board of Control. In the event that a contractor did not comply under the terms of this ordinance, he shall be afforded a hearing before the Mayor of the City, the Solicitor and the President of Canton City Council within ten (10) days from the date that such contractor is notified of his noncompliance.

Section 6 - Project Site Reports. Subject to Sections 7 and 8 herein, where a construction contract exceeds Ten Thousand Dollars (\$10,000.00), a project site report shall be completed and submitted by the contractor and any subcontractor not more than 90 days from the beginning of work on the site. Such project site report shall include such information as to the employment practices and statistics of the contractor and each subcontractor and shall be in such form as the Executive Secretary may prescribe. Where the term of the contract exceeds 90 days, such project site report shall be submitted once every 90 days or more frequently if the Executive Secretary determines that such submittal is deemed necessary for continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the contractor for transmittal to the City. Post-award reports shall be reviewed as one means of determining contract compliance.

Section 7 - Canton Hometown Plan. The Canton Hometown Plan which is composed of (a) The East Ohio Building and Construction Trades Council, (b) A coalition of employer associations consisting of the Ohio Contractors Association of East Central Ohio, (c) Other employers' groups, and (d) The Black Coalition of Canton is hereby adopted by reference and made a part hereof as though fully rewritten herein.

Section 8 - Construction Contracts Involving the Canton Hometown Plan. All construction contracts hereinafter entered by the City of Canton in excess of One Thousand Five Hundred Dollars (\$1,500.00) which involve contractors who are signatories and in compliance of the Canton Hometown Plan shall not be governed by the equal employment opportunity clause herein, but shall comply with the requirements and terms of the Canton Hometown Plan, providing the Canton Hometown Plan:

Amended on Floor.
8B Construction Contracts Not Involving the Canton Hometown Plan. All ~~xxxxxx~~ construction contracts hereinafter entered by the City of Canton in excess of One Thousand Five Hundred Dollars (\$1,500.00) which involve contractors who are not signatories of the Canton Hometown Plan, and have in their employ four (4) or less persons ~~xxxxxx~~, shall be exempted from the application of the equal employment opportunity clause provided herein.

- (a) is in full force and effect at the time of the contract;
- (b) is approved by the proper Federal and/or State authorities; and
- (c) Through its administrative or executive committee on a regular basis beginning on September 1, 1974, files quarterly reports with the Executive Secretary.

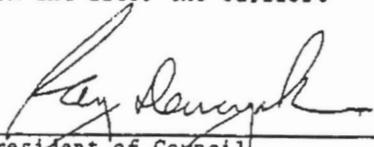
In the event one or more of the conditions enumerated in 8 (a) (b) (c) are not in effect, or a contractor is not a signatory of the Canton Hometown Plan and in compliance herewith, at the time the construction contract is entered with the City as herein provided, such construction contracts shall be governed by the equal opportunity clause herein.

Section 9 - Intergovernmental Cooperation. In the event specific discriminatory practices are found to exist in the administration and enforcement of the ordinance, in addition to the sanctions that may be imposed as provided by the terms of the contract, the City of Canton may forward all pertinent information to the appropriate Federal and State agencies.

Section 10 - Severability Clause. Sections 1 through 9, inclusive, and each part of such sections, are hereby declared to be independent sections and parts of sections, and notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of said sections, or the application thereof to any person or circumstance, is held invalid, the remaining sections or parts of sections, and the application of such provision to any person or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and it is hereby declared that this ordinance would have been passed independently of such sections, or parts of a section so held to be invalid.

Section 11 - Enactment of Ordinance. This ordinance shall be in full force and effect from and after the earliest period allowed by law.

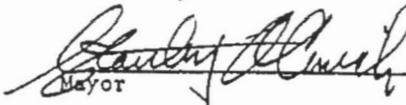
PASSED: JUN 17 1974


President of Council

ATTEST: JUN 17 1974

APPROVED: June 18, 1974


Clerk of Council


Mayor

Bid Form 10

**NO LONGER NEEDED
(REFERENCE DELINQUENT PERSONAL PROPERTY TAX)**

West Maple Street and Kent Avenue Waterline Extension Project
Village of Hartville
Phase II

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 as vendors 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 _____%

Bid Form 11
Page 2 of 2

- 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.

BID FORM 12

Page 2 of 5

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 engaged 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.

BID FORM 12

Page 3 of 5

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 specialties.
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 specialties.
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 company)

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

BID FORM 13

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)

BID FORM 14
Page 1 of 5



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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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
- 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
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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
- 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 X	DATE
---------------------------------	------

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 (PFLP)
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)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

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 Afghanistan)
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 Salafiya; 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)

BID FORM 14

Page 4 of 5

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)

2

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

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-Sabilillah 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)

3

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

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. Comité 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)

Com. #44 5-2-09

Mayor ~~_____~~ Audit
Drane _____
Lawrence _____ Budget

JM/jc
4/23/09
1221

By: Joe Carbenia, Ward 9 Councilmember

② 1st Reading 4/27/09

Referred to CLED + JUD
Donald E Caser

⑥ 2nd Reading 5/11/09

⑬ 3rd Reading 5/18/09

PASSED: 5/18/09

Bill [Signature] Bill [Signature]
Mayor [Signature]

Recorded in Volume _____, Page _____ recvd 5/11/09 6:42 PM Pool

**AMENDED

ORDINANCE NO. 86/2009

AN ORDINANCE AMENDING CHAPTER 105, CONTRACTS, OF TITLE ONE - GENERAL PROVISIONS OF THE CODIFIED ORDINANCES OF THE CITY OF CANTON

WHEREAS, throughout the United States, private and public construction users have regularly utilized and required project labor agreements to establish uniform terms and conditions of employment for contractors and craft construction employees; and, project labor agreements have been shown to provide an effective mechanism for overall construction project staffing, planning and labor stability on job sites; and

WHEREAS, uniformity of terms and conditions and efficient administration of public works is especially needed given the current levels of unemployment generally, and more profoundly in the construction industry; and

WHEREAS, the City has determined that the continued growth and health of the construction industry in the city of Canton and Stark County is vital to the growth and stability of the general economy of the city of Canton; and

WHEREAS, project labor agreements are legal under federal and Ohio law, have been successfully utilized on a large number of major public improvement projects throughout the United States, and neither union nor non-union contractors and employees are precluded from competitively bidding or working under project labor agreements; and

WHEREAS, in order to provide for project labor agreements with the East Central Ohio Building and Construction Trades Council, AFL-CIO and its affiliated local unions for construction projects undertaken by the city of Canton, amendments are required to Chapter 105, Contracts, of the Codified Ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.01, Procedures to Determine Lowest and Best Bid for Construction of Public Improvements, of the Codified Ordinances is amended to read as follows:

105.01 CONSTRUCTION CONTRACTS.

(a) Definitions.

For purposes of this chapter, the following definitions shall apply:

(1) "Public Contract" or "Construction Project" means either of the following:

****AMENDED** A. Any new construction of any public improvement, the total overall project cost of which is estimated to be more than \$100,000.00 ~~-\$50,000.00~~ and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio R.C. 4115.034; or

B. Any construction, reconstruction, improvement, enlargement, renovation, alteration, repair, painting or decorating of any public improvement, which is estimated to be more than \$20,000.00 and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio R.C. 4115.034.

(2) "Public improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works and all other structures or works constructed by the City or by any person or entity, who, pursuant to a contract with the City, constructs any public improvement for the City. A public improvement shall be considered as one project where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the project, evidences the undertaking of a single public improvement pursuant to Ohio R.C. 4115.033 and O.A.C. 4101:9-4-17.

(3) "Local employee" means:

A. A person residing within the City of Canton or Stark County;

- B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
- C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection (a)(3)A. or B. hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.

(b) Project Labor Agreements.

- (1) In connection with the public bidding and contract awarding process for every proposed public contract or construction project, the Mayor, or his designee, shall evaluate whether a project labor agreement will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters.
- (2) If the Mayor, or his designee, determines that a project labor agreement will serve the goals set forth above, the Mayor, or his designee, shall negotiate a project labor agreement with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor.
- (3) The bidding documents for each such construction project shall contain a written provision requiring the successful bidder to comply with and adhere to all of the provisions of any project labor agreement negotiated by the Mayor for the project.
- (4) The City shall not thereafter enter into any contract with the successful bidder for the construction of any such city building unless the contract contains a provision requiring the successful bidder, and all of the bidder's contractors and subcontractors, to comply with and adhere to the provisions of the negotiated project labor agreement.
- (5) If the Mayor, or his designee, with respect to any proposed construction project, determines that a project labor agreement will not serve the goals set forth in subsection (b)(1), the Mayor shall submit a written report to the Clerk of Council that shall state the reasons for concluding that a project labor agreement for the project will not substantially further the purposes of this section.

(c) Bids and Required Bidder Information.

Upon Council approval, the Director of Public Service and/or Director of Public Safety shall advertise and accept bids for a construction project in accordance with the following procedures:

- (1) Contracts shall be bid as follows:
 - A. An aggregate bid from a general contractor; or
 - B. Separate bids for work and materials from multiple prime contractors.
- (2) Bidders for all proposed construction projects shall be required to furnish the following information:
 - A. The work, supplies and materials covered by the bidder's bid.
 - B. 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.
 - C. Descriptions of 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.
 - D. Documentation from previous similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, history of claims for extra work, contract defaults, together with explanations of the same.
 - E. The number of years the bidder has been actively engaged as a contractor in the construction industry.
 - F. The bidder's 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.
 - G. Identification of any projects 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.

- H. Demonstration of financial responsibility to assure that the bidder possesses 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.
- I. Disclosure of 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 profession.
- J. Disclosure of 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 a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
- K. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
- L. Disclosure of 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 engaged within the previous five years.
- M. Disclosure of 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 labor practices within the past five years.
- N. Disclosure of violations of the workers compensation law.
- O. Disclosure of any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.

- P. Disclosure of 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.
- Q. Documentation that the bidder provides health insurance and pension benefits to its employees.
- R. The experience and the continuity of the bidder's work force.
- S. 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.
- T. 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.
- U. *Whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3), and their job descriptions or trade specialties that the bidder will employ on the public contract.*
- V. *When a bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, the reasons therefor.*
- W. *When a 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, the reasons therefor.*
- X. *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.*
- Y. *Whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.*
- Z. *Whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.*

(d) Each factor enumerated in subsection (c)(2), standing alone, shall not be considered as determinative of the lowest and best bid. The City shall have complete discretion in assessing the level of importance to be placed upon any one or more of the factors enumerated and in determining the lowest and best bid and in awarding the construction contract.

(e) All bid invitations and specifications for construction, repair and renovation work shall advise prospective bidders of all of the factors that will be taken into consideration by the Board of Control in determining whether a bid is not only the lowest but the "best" bid. Bid specifications shall contain provisions conforming to this chapter, including a form or forms to enable a bidder to provide evidence to the Board of Control of the bidder's compliance with, adherence to, or satisfaction of, the various factors that shall be considered by the Board in determining the lowest and best bid.

Section 2. Section 105.08, Capital Improvement Projects, of the Codified Ordinances is repealed.

Section 3. Paragraph (a) to Section 105.12, Local Bidder Preference, of the Codified Ordinances is amended to read as follows:

(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.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 5. This ordinance shall take effect from and after the earliest period allowed by law.

PASSED: *May 18, 2009*

Donald E. Carr

President of Council Pro Tem

ATTEST: *May 18, 2009*

APPROVED:

Aprilia Imberbake

Clerk of Council

[Signature]

Mayor Pro Tem

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.)

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.

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 pools 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 pools 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.

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 the project known as _____ 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 Name

President or other Official Title

Date

(Seal)
Subscribed and sworn to before me, this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of _____. My commission expires on the _____ day of _____, 20____.

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/she performs".

(SIGNATURE)

(TITLE)

(DATE)

SECTION C

A. SPECIFICATIONS

B. BID PROPOSAL SHEET

SECTION C

A. SPECIFICATIONS

1.01 TECHNICAL SPECIFICATIONS:

All item numbers referenced to in the drawings refer to the State of Ohio Department of Transportation Construction and Material Specifications, 2010 Edition. All equipment, material and workmanship shall be performed according to these specifications and any Ohio Department of Transportation Standard Construction Drawings (SCD) referenced on the plans.

1.02 SUPPLEMENTAL SPECIFICATIONS:

01-00 - Supplemental Specifications included herein are as follows:

Supplemental Specification 01-00

PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS FOR ALL PUBLIC WORK PROJECTS AND SUBDIVISION DEVELOPMENTS

September, 2000

* Revised March, 2001

- 01.00 Project Submittals
- 01.01 Shop Drawings
- 01.02 Preconstruction Video
- 01.03 Progress Schedule
- 01.04 Release Statement for Disposal of Excavated Material
- 01.05 Traffic Control Plan
- 01.06 Contractor and Subcontractor Emergency Contact List
- 01.07 Statements of Final Compliance

01.00 PROJECT SUBMITTALS: The listed items shown above are the full responsibility of the **Prime Contractor** and or **Developer/Contractor**, hereafter shown as “**Contractor**”, and shall be made part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City’s Project Manager. All items shall be accompanied by a typewritten letter, on Company letterhead, clearly describing what is being submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. Any and all submittals not clearly legible will be rejected.

All project submittals should be submitted with four copies, unless otherwise denoted.

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. Submittals shall be made in sufficient time to allow **at least 10 business days** for City’s review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor. All actions noted by the City other than “no exception taken” will require supporting notation or information for project review.

Payment for the performance of the work hereafter listed shall not be paid for directly, and shall be considered as a subsidiary obligation of the Contractor.

01.01 SHOP DRAWINGS:

- a) The Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Four (4) copies of the shop drawings shall be submitted to the Project Manager for review.
- c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Project Manager shall be given ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Project Manager sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Project Manager.
- d) Each Shop Drawing shall be labeled with the following:
 - 1. Project Name
 - 2. General Project Number (GP XXXX), if applicable
 - 3. Subdivision Description, if applicable
 - 4. Name of Contractor
 - 5. Name of Subcontractor (if applicable)
 - 6. Name and Address of Supplier and/or Manufacturer
 - 7. Log Reference Number
- e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Project Manager's review shall not be construed as placing on himself any responsibility for the accuracy of said drawings.

01.02 PRECONSTRUCTION VIDEO: Prior to actual construction, the Contractor shall have taken televised videos of the entire length and width of the work site, including storage and lay down areas.

- a) The Contractor shall notify the Engineering Department prior to scheduling the televising of the site. A representative of the Engineering Department shall be present when video is taken.
- b) Video shall be recoded on DVD. The video and audio recordings shall be compatible for replay on standard DVD devices.
- c) The video portion of the DVD shall have continuous time and date incorporated into it. DVD's shall be numbered consecutively along the site of the work. The locations and person(s) doing the work shall also be recorded.

- d) All DVD's shall become the property of the Project Manager, and shall be submitted to and accepted in full by the Engineering Department prior to the start of construction.

01.03 PROGRESS SCHEDULE: The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:

- a) Progress schedule as a minimum to be prepared in bar graph fashion. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
- b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

01.04 RELEASE STATEMENT FOR DISPOSAL OF EXCAVATED MATERIAL:

- a) The Contractor shall provide to the Project Manager a written consent statement from all property owners that may be used as landfilled depositories for all surplus or unsuitable excavated material from the project site.
- b) The Contractor shall follow ODOT 203.05 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents.
- *c) See attached sample copy for referencing purposes.

01.05 TRAFFIC CONTROL PLAN: Contractor shall submit a graphical presentation
or
written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the City Traffic Engineer prior to plan submission.

01.06 CONTRACTOR AND SUBCONTRACTOR EMERGENCY CONTACT LIST: Contractor shall submit to the Project Manager, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. The list should include name, title, and emergency contact phone numbers for each individual.

01.07 STATEMENT OF FINAL COMPLIANCE: The Contractor shall submit to the Project Manager the following documentation, in addition to the Project's General

Conditions. All submittals shall be completed and approved prior to the release of the final retainer.

- a) Certificates of Substantial and Final Completion: Contractor to submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed. Not applicable for subdivision projects.
- b) 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.

CONSTRUCTION MANAGEMENT

(SAMPLE COPY)

Waste Disposal Agreement for Projects in the City of Canton

Items 1, 3 - 9 are optional and discretionary to the undersigns

THIS WASTE AGREEMENT, made this _____ day of _____ 20____, by and between _____ (called "Contractor"), and _____ of _____ (called "Land Owner"), concerning a certain construction contract between the Contractor and _____ in the City of Canton, OH for the _____ (project), as follows:

- 1. MANNER OF WASTING: Land Owner grants to Contractor the exclusive right to place dirt, earth, rock, topsoil, subsurface, unsuitable and/or other excess material (called "waste material") upon the area described in the following paragraph without requirement, limit, or restriction as to depth, amount, manner, or time.
2. WASTE AREA: The property upon which Contractor is permitted to place material is commonly known as _____ (address).
3. TITLE TO WASTE AREA: The Land Owner warrants that it has title to and the right to contract for placement of waste material in said area and agrees to defend and indemnify Contractor against any claim, suit, or damage arising out of such title or right to contract.
4. ACCESS AND USE: Land Owner hereby grants Contractor the right of ingress and egress to the waste area in locations to be selected by Contractor for all purposes necessary to the complete fulfillment of this agreement, and the right of quiet enjoyment in the intended use of such area.
5. PAYMENT: Contractor agrees to pay and Land Owner agrees to accept as full and final compensation for all rights granted and covenants contained herein and all claims of every nature the sum of _____ payable _____.
6. BASIS OF MEASUREMENTS: It is mutually agreed that measurement of the amount of materials wasted, where required, shall be made on the following basis: _____ and said measurement shall be binding upon the parties hereto for all purposes.
7. DAMAGES: Land Owner hereby waives any and all claims for damage to the waste area and to the area of ingress and egress except as specifically noted herein.
8. RELEASE: Upon receipt of final payment hereunder, and provided all terms of this agreement have been fulfilled, Land Owner hereby releases Contractor from further liability of any kind or nature hereunder.

WITNESSES:

CONTRACTOR:

Authorized Signature & Title

LANDOWNER:

Signature

- 9. ENTIRE AGREEMENT: It is agreed that the terms and conditions of this agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not considered as part of this Agreement.
10. DISCLAIMER: The City of Canton is not a party to the hereabove agreement. The Contractor and Landowner shall indemnify and save harmless the City of Canton from any claim that may arise from the hereabove agreement. The waste material is the property of the Contractor, not the City of Canton.

Not Intended for Bid Submission. Bidder
must purchase bidbook and plans for the
City Purchasing Department.

PROPOSAL TO THE CITY OF CANTON WATER DEPARTMENT
FOR WEST MAPLE STREET/KENT AVENUE WATERLINE EXTENSION PROJECT
PHASE II
VILLAGE OF HARTVILLE

Ref.	Description	Estimated Quantity	Measure Unit	Unit Price		Total Unit Price	Item Total
				Labor	Material		
ROADWAY							
201	Clearing and Grubbing	1	Lump	\$	\$	\$	\$
301	Asphalt Concrete Base, PG64-22	78	C.Y.	\$	\$	\$	\$
304	Aggregate Base	78	C.Y.	\$	\$	\$	\$
304	Aggregate Base (Driveways)	10	C.Y.	\$	\$	\$	\$
407	Tack Coat (0.075 Gal/S.Y.)	35	Gal.	\$	\$	\$	\$
448	Asphalt Concrete Surface Course, Type 1, PG64-22	19	C.Y.	\$	\$	\$	\$
448	Asphalt Concrete Intermediate Course, Type 1, PG 64-22	19	C.Y.	\$	\$	\$	\$
452	6" Non-Reinforced Concrete Apron	27	S.Y.	\$	\$	\$	\$
608	4" Concrete Walk	544	S.F.	\$	\$	\$	\$
609	Combination Curb and Gutter, Type 2	132	Foot	\$	\$	\$	\$
609	Curb, Type 6 (Contingency)	100	Foot	\$	\$	\$	\$
609	Curb Ramp (Contingency)	1	Each	\$	\$	\$	\$
5PCL	Versa-Lok Retaining Wall (or approved equal)	200	S.F.	\$	\$	\$	\$
WATERWORKS							
638	12" Watermain Ductile Iron Pipe, ANSI Class 53, Push-on Joints and Fittings	3,858	Foot	\$	\$	\$	\$
638	6" Fire Hydrant Assembly, Type A	10	Each	\$	\$	\$	\$
638	12" Gate Valve	10	Each	\$	\$	\$	\$
638	12" x 12" Cross	1	Each	\$	\$	\$	\$

Item No.	Ref.	Description	Estimated Quantity	Measure Unit	Unit Price		Total Unit Price	Item Total
					Labor	Material		
WATERWORKS (Continued)								
18	638	12" 45 Deg. Bend	2	Each	\$	\$	\$	\$
19	638	12" 22-1/2 Deg. Bend	22	Each	\$	\$	\$	\$
20	638	12" Plug	3	Each	\$	\$	\$	\$
INCIDENTALS								
21	614	Maintaining Traffic	1	Lump	\$	\$	\$	\$
22	623	Construction Layout Stakes	1	Lump	\$	\$	\$	\$
23	624	Mobilization	1	Lump	\$	\$	\$	\$

BASE BID TOTAL:

Not Intended for Bid Submission. Bidder must purchase bidbook and plans for the City Purchasing Department.