



The City of Canton

Invitation to Submit Application for Mowing

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Mowing of City owned and/or controlled Lots

Item/Project

Building Code Department

Responsible Department

April 30, 2024 on or before 4:00 PM local time

Application Due

Application Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



LEGAL NOTICE

Supply Ordinance

The Director of Public Safety of the City of Canton, Ohio will accept applications on or before 4:00 PM local time, April 30, 2024, for the purpose of entering into contract for the purchase of:

Mowing of City owned and/or controlled Lots

The City will disqualify any application not received on or before 4:00 PM local time on April 30, 2024. Shortly after the deadline for the submission of applications, applications received on time will be opened.

Submit all applications to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Submit Application for Mowing posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/448/Purchasing-Procurement>.

Each application must contain the full name of every person or company participating in the application process.

The Board of Control reserves the right to reject any or all applications and to accept the application(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The Applicant is responsible for monitoring the above named website for any official addenda.

It is requested that the applicant print the entire Invitation to Submit Application for Mowing and submit it in its entirety.

Please contact Assistant Director of Purchasing Katie Wise at purchasing@cantonohio.gov if you have any questions regarding this Invitation to Submit Application for Mowing.

This contract is be paid for with American Rescue Plan Act (ARPA) funds for services provided in 2024. Non-ARPA funds will be used to fund the services for the remainder of the contract thereafter.

By order of the Director of Public Safety: Andrea Perry

Published in the Canton Repository: April 15, 2024 and April 22, 2024



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Section II: Application Forms and Instructions

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

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

Please provide each of the documents listed below to be considered for this Mowing Rotation Program. It is each applicant's responsibility to become familiar with all terms and conditions contained in these documents.

- _____ Application Form 1: Applicant/Contractor Information
- _____ Application Form 2: Personal Property Tax Certification (ORC 5719.042)
- _____ Application Form 3: Applicant/Contractor Employment Practices Report
- _____ Application Form 4: Income Tax Certification
- _____ Application Form 5: Certificate of Insurance
- _____ City of Canton Contract
- _____ Worker's Compensation Certificate
- _____ Section IV: Application Signature Page - completed and signed
- _____ References (to be submitted with Application)
- _____ Equipment List (to be submitted with Application)
- _____ W9 Tax Form (to be submitted with Application)

All of these documents must be submitted by 4:00 PM to the address below on April 30, 2024 in order to be considered for the mowing program. Should you have any questions, please contact Katie Wise, Assistant Director of Purchasing at purchasing@cantonohio.gov.

Submit application packets to: Canton City Hall, Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, OH 44702



Application Form 1: Applicant/Contractor Information

I have read the City of Canton’s instructions to applicants and general specifications included in this Request for Application and would like to be considered for contract award. I agree to perform the subject Contract as specified and understand all conditions of award. I also agree to abide by the City, County, State of Ohio and OSHA safety policies.

APPLICANT/CONTRACTOR INFORMATION

1. Please provide the following information.

a. Name of Applicant/Contractor _____

b. Business Address _____

City State Zip

c. Business Telephone Number ()

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

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

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

g. Principal place of business _____

h. Federal I.D. Number # _____



2. Form of Business Organization (please circle one).

Corporation

Partnership

Other

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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

All of the above, including the signatory to this contract, 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.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



Application Form 2: Personal Property Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the applicant’s letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the application opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of the application opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose Application has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

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

(Notary Public)



Application Form 3: Applicant/Contractor Employment Practices Report

CONTRACT COMPLIANCE AND EEO FORMS

Instructions

This form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The Contractor will be required to complete and submit the Applicant and Contractor Employment Practices Report. Additionally, the Contractor will be required to submit an "affirmative action plan" and/or "EEO policy." If the Contractor does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and 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.
- C. Completion of this Contractor and Applicant Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the applicant/contractor and its subcontractors rests with the applicant/contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.



II. APPLICANT/CONTRACTOR INFORMATION

| |
|---|
| 1. Reporting Status A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify) |
| 2. Name, Address and Telephone Number of Bidder Covered by This Report |
| 3. Name, Address and Telephone Number of Principal Official or Manager of Bidder |
| 4. Name, Address and Telephone Number of Principal Office of Bidder |

Evaluation (Office Use Only)

- Compliant
- Non-Compliant

Follow up needed _____



III. POLICIES AND PRACTICES

The applicant and/or Contractor will indicate his/her willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by circling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.

| Circle One | Items | State Reason if (C) is checked |
|-------------|--|--------------------------------|
| A B C | 1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions. | |
| A B C | 2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel. | |
| A B C | 3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis. | |
| A B C | 4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507. | |
| A B C | 5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel. | |
| A B C | 6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group. | |
| A B C | 7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records. | |
| A B C | 8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company. | |
| A B C | 9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity. | |



IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

| Categories | Overall Total | Total Male | Total Female | African American | Asian American | Native American | Hispanic | African American | Asian American | Native American | Hispanic |
|-------------------------------------|---------------|------------|--------------|------------------|----------------|-----------------|----------|------------------|----------------|-----------------|----------|
| Officials, Managers and Supervisors | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Part-Time Seasonal | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | |
| Craftsman (skilled) | | | | | | | | | | | |
| Operatives (semi-skilled) | | | | | | | | | | | |
| Laborers (un-skilled) | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | |
| Total: | | | | | | | | | | | |

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

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, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.



VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each applicant/contractor, contractor, and material suppliers working on City projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 3) _____ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. 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) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.

- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the applicant/contractor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her 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 Compliance, the Applicant/contractor could be subject to the loss of current and future awards.

Applicant/Contractor Name

Signature

Title

Date of Signing



Application Form 4: Income Tax Certification

1. All Agency's shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the applicant/contractor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
 - e. By entering into contract with the City of Canton the applicant/contractor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The applicant/contractor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Applicant/contractors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Applicant/contractors are encouraged to contact the City of Canton Income Tax Department prior to application with any questions regarding these provisions and for registration. Please contact the following with questions.



City of Canton **Income Tax** Department

Office Address
424 Market Ave. N
Canton OH 44702

Correspondence Address
P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900
Fax: (330) 430-7944
Email: cantontax@cantonohio.gov

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances 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 services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Provision 2

By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City. (Ord. 238-2015. Passed 11-30-15.)



Application Form 5: Insurance Requirements

Instructions

All successful bidders will be required to possess the following items per the requirements below and should be prepared to submit proof thereof:

1. Liability Insurance Certificate
2. Worker's Compensation Certificate

Insurance Requirements

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 liability insurance and furnish the Owner 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 Worker's Compensation, Employer's 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. Worker's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Worker's Compensation Law in the State of Ohio.
 - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
 2. General Liability Insurance in amounts not less than:

| | |
|--|----------------|
| a. General Aggregate Limit | \$2,000,000.00 |
| b. Personal and Advertising Injury Limit | \$1,000,000.00 |
| c. Each Occurrence Limit | \$1,000,000.00 |
| d. Fire Damage | \$ 100,000.00 |
| e. Medical Expense Limit | \$ 5,000.00 |
 3. Commercial Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury and Property Damage
any one accident or loss: \$1,000,000.00
- VI. This insurance shall:



1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
2. be evidenced by Certificates of Insurance furnished by the Contractor that show by specific reference that each of the foregoing items have been provided for;
3. not 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;
4. provide the City of Canton “**additional insured status**” and shall **contain an endorsement by the insurance carrier providing thirty (30) days’ notice to both the City and insured in the event of any change in coverage under the policy.** No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.



2024 CITY OF CANTON MOWING CONTRACT – ARPA FUNDS

This Contract made at Canton, Ohio, this _____ day of _____, 2024, by and between the City of Canton, Ohio (hereinafter called "CANTON"), and _____ (hereinafter called "AGENCY").

RECITALS:

WHEREAS, the Council of the City of Canton by Ordinance 551.01 and has authorized this contract; and

WHEREAS, the Board of Control at its meeting on _____, has approved this contract and directed that it be prepared and executed.

NOW, THEREFORE, in consideration of the payment herein provided to be paid by CANTON, and the performance of AGENCY herein set forth, the parties hereto agree as follows:

1. AGENCY agrees to furnish the following listed service:

Mowing

2. Said services shall be furnished to CANTON in accordance with the Specifications for Mowing, a copy of which is attached hereto and marked as Exhibit A and incorporated and made a part of this contract as if fully set out in this paragraph.

3. CANTON agrees that upon complete performance by AGENCY to the satisfaction of the Director of Public Safety, CANTON will pay AGENCY in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Exhibit A and incorporated and made a part of this contract as if fully set out in this paragraph.

4. It is expressly agreed that AGENCY and its employees shall not be considered or construed as employees of CANTON. It is acknowledged and agreed by the parties that AGENCY is an independent contractor in complete control of its duties under this contract.

5. AGENCY agrees to indemnify and hold harmless CANTON, its officers and employees against any and all claims for injury or damage to persons or property in any way connected with AGENCY's provision of mowing services under this Contract, and to defend at its own expense any suit therefore against CANTON, its officers or employees. AGENCY'S liability to the City of Canton shall not be limited and the City of Canton shall be entitled to all damages



permitted under Ohio law upon AGENCY'S breach, default or non-performance under this Agreement.

6. No assignment of any rights or duties by AGENCY under this Agreement shall be made without the prior written approval by the Director of Public Safety.

7. This Contract shall be effective on the date of the Auditor's certification of funds, through December 31, 2024, but may be terminated prior to that for reasons listed below:

- a. By either party and without cause upon ninety (90) days written notice to the other party.
- b. If the Contract was secured by fraud or by the concealment of a material fact by AGENCY, and such fact, if known, would have caused refusal to enter into the Contract.
- c. That CANTON is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service or any other justifiable cause.
- d. That AGENCY has violated any of the requirements or regulations established by the Director of Public Safety or any terms or conditions of the contract or the specifications.
- e. For continuing overcharges or unauthorized extra charges by AGENCY.
- f. Upon sale of or change in ownership of AGENCY unless and until the new owner executes a new contract with CANTON.
- g. For allowing a lapse in insurance coverage.

8. The Director of Public Safety shall at his/her discretion have the capability to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.

9. This Agreement shall be binding upon the parties' heirs, successors and assigns.

American Rescue Plan Act ("ARPA")

10. CONTRACTOR acknowledges that this Contract is funded through ARPA. CONTRACTOR agrees to abide by the additional APRA specific terms attached as Exhibit A to this Contract.

IN WITNESS WHEREOF, the parties have currently set their hands in duplicate on the date and at the place first above written.



WITNESSED BY:

THE CITY OF CANTON, OHIO

Andrea Perry
Director of Public Safety

AGENCY

AUTHORIZED SIGNATURE

APPROVED AS TO FORM:

Jason Reese
Law Director



2025 AND FORWARD CITY OF CANTON MOWING CONTRACT

This Contract made at Canton, Ohio, this _____ day of _____, 2024, by and between the City of Canton, Ohio (hereinafter called "CANTON"), and _____ (hereinafter called "AGENCY").

RECITALS:

WHEREAS, the Council of the City of Canton by Ordinance 551.01 and has authorized this contract; and

WHEREAS, the Board of Control at its meeting on _____, has approved this contract and directed that it be prepared and executed.

NOW, THEREFORE, in consideration of the payment herein provided to be paid by CANTON, and the performance of AGENCY herein set forth, the parties hereto agree as follows:

1. AGENCY agrees to furnish the following listed service:

Mowing

2. Said services shall be furnished to CANTON in accordance with the Specifications for Mowing, a copy of which is attached hereto and marked as Exhibit A and incorporated and made a part of this contract as if fully set out in this paragraph.

3. CANTON agrees that upon complete performance by AGENCY to the satisfaction of the Director of Public Safety, CANTON will pay AGENCY in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Exhibit A and incorporated and made a part of this contract as if fully set out in this paragraph.

4. It is expressly agreed that AGENCY and its employees shall not be considered or construed as employees of CANTON. It is acknowledged and agreed by the parties that AGENCY is an independent contractor in complete control of its duties under this contract.

5. AGENCY agrees to indemnify and hold harmless CANTON, its officers and employees against any and all claims for injury or damage to persons or property in any way connected with AGENCY's provision of mowing services under this Contract, and to defend at its own expense any suit therefore against CANTON, its officers or employees. AGENCY'S liability to the City of Canton shall not be limited and the City of Canton shall be entitled to all damages



permitted under Ohio law upon AGENCY'S breach, default or non-performance under this Agreement.

6. No assignment of any rights or duties by AGENCY under this Agreement shall be made without the prior written approval by the Director of Public Safety.

7. This Contract shall be effective on January 1, 2025, for a period of four years, renewable one year at a time upon mutual agreement from said date with an option to extend the Contract an additional thirty (30) days at the sole discretion of the City of Canton, but may be terminated prior to that for reasons listed below:

- a. By either party and without cause upon ninety (90) days written notice to the other party.
- b. If the Contract was secured by fraud or by the concealment of a material fact by AGENCY, and such fact, if known, would have caused refusal to enter into the Contract.
- c. That CANTON is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service or any other justifiable cause.
- d. That AGENCY has violated any of the requirements or regulations established by the Director of Public Safety or any terms or conditions of the contract or the specifications.
- e. For continuing overcharges or unauthorized extra charges by AGENCY.
- f. Upon sale of or change in ownership of AGENCY unless and until the new owner executes a new contract with CANTON.
- g. For allowing a lapse in insurance coverage.

8. The Director of Public Safety shall at his/her discretion have the capability to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.

9. This Agreement shall be binding upon the parties' heirs, successors and assigns.



The City of Canton

IN WITNESS WHEREOF, the parties have currently set their hands in duplicate on the date and at the place first above written.

WITNESSED BY:

THE CITY OF CANTON, OHIO

Andrea Perry
Director of Public Safety

AGENCY

AUTHORIZED SIGNATURE

APPROVED AS TO FORM:

Jason Reese
Law Director



Section III: Application Specifications

1.0 SCOPE AND CLASSIFICATION

- 1.1 Scope: The City of Canton is seeking applications for the mowing of an estimated 2,000 Neighborhood Improvement (NIP) lots and vacant/deserted lots within the City. Please note that contractors may be accepted for multiple contract areas if they can demonstrate the ability handle the workload.

The work includes mowing of the established grass areas in a neat and workmanlike manner. All trash and debris in the required mowing areas will be picked-up prior to mowing. All vegetation is to be cut to a uniform height of 3 inches (poor quality cuts will not be paid). Vegetation around structures, curbing, walks, flowerbeds, trees, parking lots, and other similar items shall be mowed and/or trimmed with a weed eater. This program does not include any shrubbery, plant trimming or pruning, tree trimming or pruning or watering. This program could include removal of broken limbs, trees, etc., at an additional agreed upon price between the Contractor and the Building Department Administrator. The Contractors will not be responsible for any edging, blowing, mulching, or grass clean up from shrubbery, plants, natural areas, or any other item, except for grass clean-up from City streets or sidewalks caused by the mowing of the lot.

It is the Contractor's responsibility to properly dispose of the trash and debris removed from the project site. If asked, Contractor must present proof of disposal as verification of meeting this requirement in the contracting package.

Contractor must coordinate with the Building Department Administrator prior to the start of work. Work shall be performed Monday through Saturday during normal business hours. Additionally, the performance of such work shall be completed in one day unless specifically approved by the Building Department Administrator. Work must commence within 72 hours from receipt of the awarded and fully executed contract. Completion is defined as all requested work approved by the Building Department Administrator.

The City shall utilize Contractors for mowing requirements on an equal rotating and non-preferential basis with all other Contractors which qualify under the criteria established in these specifications and as may be set forth by the Director of Public Safety.

All items on the property of a temporary nature that can be easily moved shall be moved in order to complete the mowing. Such items shall then be returned to the manner in which they were found. The City of Canton will not be responsible for damage done to these items.

All items of a more permanent nature, for example swing sets, shall be left in place and mowed around. If a question arises as to whether or not an item should be moved, contractors shall immediately contact the Building Department for direction.



If a property, or any portion of a property, is not accessible due to fencing, locks, etc., the contractor shall immediately contact the Building Department to advise them of such. Under no circumstances should the contractor remove the fence or lock in order to access the area.

The contractor is permitted to use a mower, brush hog, or similar piece of equipment to achieve the desired cut height.

All work shall be conducted during the hours of 8:00 AM and 8:00 PM.

Other Contractor Requirements:

Successful applicants will be required to provide all labor, tools, equipment, materials, incidentals, and appurtenances necessary to complete the work to the City's specifications and satisfaction. This includes owning and maintaining all equipment necessary to mow high grass and weeds on rough terrain.

All mowing equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.

The successful applicant(s) shall require its employees to wear at all times: reflective safety vests, headgear, ear/eye protection, and all appropriate safety belts and/or harnesses.

All contractors must assume full responsibility for their work and take all precautions for preventing injuries to persons and damage to all properties on or adjacent to the work sites. The City shall be held harmless for personal injuries to the contractor's employees, the public at large, and any and all property damage including but not limited to damage to property on the work site and/or the contractor's vehicles, equipment, and incidentals regardless of whether or not this damage is a result of any litter, trash, debris, terrain, weather, or any other condition at the work sites.

The contractor will be notified regarding completed sites not meeting these specifications. In such event, the contractor(s) will be expected to correct the issue(s) at no cost to the City. The City reserves the right to withhold payment when such incidents occur until the issue is remedied. It will be the responsibility of the contractor(s) to notify the City when any such issue has been corrected. Furthermore, this corrective action must be taken within 48 hour notice of said issue. If this does not occur, the City may withhold payment for the impacted site.

Falsification or misrepresentation of a site as "mowed" or "cut" when the work has not been completed will be dealt with in a legally provided manner.

Should a contractor be requested by a property owner, or person(s) claiming to be the property owner of any work site, to cease mowing, the contractor shall do so immediately and vacate the work site. Under no circumstances should a contractor continue working



or remain on a property if such issues arise. The Building Code Department must then be notified for further instructions.

Applicants are asked to provide a copy of their equipment list. This information may be considered when determining the lowest and best applicant.

The City of Canton reserves the right to inspect contractors' equipment and operation prior to, or after, the award of all contracts entered into as a result of this application.

Applicants are requested to provide a list of five (5) references for companies/agencies for whom they have completed similar work with their application. If possible, this should include other municipalities for which similar work has been completed. These references must include the company/agency name, company/agency address, name of contact, and phone number and/or email address for said contact person.

PLEASE BE ADVISED THAT THE CONTRACTOR CALLED IS THE ONLY COMPANY PERMITTED TO PERFORM THE WORK AND RECEIVE PAYMENT FOR SAME.

The Contractor shall expeditiously respond with adequate equipment to any call for mowing services received from the Building Department.

The Director of Public Safety shall establish a Schedule of Rates which shall serve as the maximum rates allowed to be charged by the Contractor for mowing services covered by these specifications. This Schedule of Rates shall be subject to periodic review and revision by the Director of Public Safety.

The City of Canton shall pay the Contractors on a monthly basis, upon the receipt of valid invoices.

The Contractor shall meet and maintain the following conditions and requirements:

- A. The Contractor shall be available during normal business hours, 8:00am-5:00pm.
- B. The Contractor and its employees shall conduct business in an ethical, orderly and professional manner.
- C. The Contractor shall maintain a place of business within Stark County.
- D. The Contractor's crews are to have an acceptable form of communications to maintain contact with the main office or manager and the City.

The Contractor shall maintain appropriate equipment and responsible personnel to fulfill the requirements of the contract as the City may request for adequate mowing services. All Contractors have equipment of sufficient capacity to safely handle any mowing task. The manufacturer's guidelines for the equipment shall not be exceeded.



In addition to rated capacity, Contractors applying must have sufficient equipment to complete mowing assignments in a timely manner. E.g.:

- One commercial grade walk behind 36" or greater
- One commercial grade riding mower 60" or greater
- One commercial grade hand mower 21" or greater
- One Brush hog type unit (optional)
- Hand held string trimmer units.

Appearance: paint shall be in good condition and body free of extensive damage. All equipment shall be kept in a clean and orderly condition. The City reserves the right to visually inspect the equipment annually and may identify units that are unsuitable for use on this agreement.

- 1.2 Classification: Successful Applicants will be expected to mow various lots for the Building Department during the duration of this contract (May, 2024 through March 31, 2025) with the option of four (4) one-year extensions at the sole discretion of the City of Canton.

The City reserves the right to solicit bids for jobs that have special equipment requirements or specific job requirements.

- Costs of any nature outside these guidelines must be agreed upon by the Building Department Administrator before work begins.

NO PAYMENT WILL BE MADE FOR ANY COSTS NOT APPROVED BEFORE WORK COMMENCES!

- All work and invoices must be approved by the City's Building Department Administrator before payment will be made. The Building Department Administrator upon receiving approval from the Building Department Enforcement Designee will then forward the invoice to the City Auditor's Office for processing and payment of the same. Payment will be made upon the normal payment procedures of the City of Canton.

Cancellations: Requested work not completed within the time prescribed, without prior approval of the Building Department Administrator will automatically cancel the award, and the next rotation mower will be awarded the job. Any Contractor who fails to respond and/or complete three (3) awards within a calendar year will void their award of rotation, and be automatically dropped from the call list without any notice from the City.

- 1.3 Protection and Restoration of Property: The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work area and shall use suitable precautions to prevent damage to fences, pipes, conduits, and other underground structures, and to poles, wires, cables and overhead structures.



It shall be the responsibility of the Contractor to promptly restore, replace or make good any damage or injury to all public and private property. If the Contractor fails to do so, the Building Department Administrator may, at the Contractors expense, repair, rebuild, or otherwise restore such property.

- 1.4 Operation of Equipment: The Contractor shall operate the equipment in a safe manner and at such times so as not to create a hazard to the public. Mowers are to be equipped with shields to prevent foreign objects from being thrown out from the cutting unit enclosures.
- 1.5 Qualifications: The Contractor must be qualified to perform the work duty requested. The Contractor shall have a person or persons available during normal daylight working hours to address any problems or complaints.
- 1.6 Insurance: The Contractor shall provide the City of Canton Certificates of Insurance and endorsements with the following minimum levels of insurance coverage.

The Certificate of Insurance shall include:

- Comprehensive Automobile Liability, \$500,000.00 Single Limit
- Comprehensive General Liability, \$500,000.00 Single Limit
- Workmen's Compensation Insurance
- The City of Canton shall be named as an Additional Insured on the General Liability and Automobile Liability policies.

All applicants awarded contracts will be considered independent contractors and will be required to sign an indemnification clause as a requirement of contracting with the City.

All applicants awarded contracts will be required to provide the insurance information outlined herein.

All contractors are required to follow all applicable OSHA regulations for general industry (29CFR1910) and construction (29CFR1926).

The contractor and all subcontractors for this project must be enrolled in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program or in a similar program approved by the Bureau of Workers' Compensation and in good standing with the Bureau of Workers' Compensation. Contractors that are not previously enrolled in a drug free workplace program must do so before the contract is finalized. The requirements stated hereby shall be included in all project subcontractors. Proof that this requirement has been met must be provided by all successful applicants. Basic level is recommended.

- 1.7 Rights: The City of Canton Director of Public Safety reserves the right to waive any informalities and accept or reject any or all applications.



- 1.8 Non-discrimination: The City of Canton is an Equal Opportunity Employer and Service Provider and encourages participation by small, minority, and female-owned firms. Contractors must make positive efforts to use Small or Minority Business enterprises. All qualified Small and Minority businesses are welcome to submit an application.
- 1.9 Termination Clause: Upon the issuance of a contract, if the Contractor fails to commence work, the contract will be considered terminated for lack of performance on the Contractor's part. The City reserves the right to remove any contractor from the rotation list for any reason deemed appropriate by the City and contractors do not have a property right or interest in continued inclusion on the rotation list.
- 1.10 Contractor and Employees: The Contractor shall use only qualified personnel on the job and shall be responsible for ensuring that employees abide by all rules and regulations.
- 1.11 Responsibility of Damage Claims: The Contractor shall indemnify and save harmless the City of Canton and its officers, agents and employees from all suits, actions or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the contractor/Applicant, its agents or employees, in the performance of the contract.
- 1.12 Representation: The Building Department Administrator or his/her designee will be the City's representative for Contractor award, compliance, contract price, monitoring, inspections of completed work, and approval of invoices for payment.

Invoices for payment must be received within seventy-two (72) hours of the completed work. Invoices should be submitted to the City of Canton Building Department. Payment will be processed in accordance with established City processing procedures.

All invoices shall show the parcel number(s) cut, the item number, the quantity, a brief description of the item, the unit price and the total amount due.

- 1.13 Appeals: The Building Department Administrator is the Mowing Contractor coordinator for the City of Canton. The below appeal process is available to any awarded Contractor to appeal any decision made by the Code Enforcement Officer. The appeal process, in order is;
 - 1- Building Department Administrator
 - 2- Director of Public Safety

The Director of Public Safety will have the final decision on any appeal. This provision in no way affects the Contractors right to receive additional competitive compensation for unforeseen conditions by both the Contractor and/or Building Department Administrator.

- 1.14 Participation: Only one (1) Company or Corporation, with the same ownership or same family ownership, will be allowed to participate in this contract. Companies operating under different names, or Corporations but the same common ownership, will not be



allowed.

- 1.15 Subcontracting: This contract award cannot be subcontracted to any other Contractor or individual without the approval in writing by the City of Canton. Contractors subcontracting work without the written approval of the City of Canton will forfeit their rotation contract award.
- 1.16 Changes: Any changes to this agreement will be by written addendum. Any verbal statement made by any individual shall have no effect unless incorporated into this agreement by written addendum.
- 1.17 Acknowledgment: By this submittal, I understand that my company is an Independent Contractor for the City. My company and myself are personally responsible for all labor cost, materials, equipment, insurance, workers compensation, liability insurance, and any other costs incurred by my company in fulfilling the needs of this agreement. My company and my employees understand fully that we are not employees of the City of Canton.
- 1.18 Exhibit A – Schedule of Prices Paid for Services: The attached prices for mowing and clean up were developed after analysis for similar types of services. The final award price will be awarded based on site conditions at award date, as agreed upon by the Building Department Administrator and the awarded Contractor based on the listed unit prices. If the two parties fail to agree on a price, the City reserves the right to cancel the award.
- 1.19 Authority: The City’s current ordinance (ORD. 551.01) requires that grass or weeds over 8” high must be mowed.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

2.1 N/A

3.0 REQUIREMENTS

3.1 General Requirements and Overview

- 3.1.1 The City is seeking applications from interested contractors for the mowing of various neighborhood improvement, vacant and deserted lots throughout the City. The lots will be various sizes, and some will be privately owned with structures present. That said, some lots may be vacant and/or City owned.
- 3.1.2 The City anticipates that there will be approximately 2,000 lots throughout the City that will need to be mowed during the term of this contract.

A City ward map is provided as Appendix B, and a more detailed version can also



be downloaded from the City's website at
<http://cantonohio.gov/council/pdf/wardmap.pdf>.

- 3.1.3 Please note that the City makes no guaranty that any particular number of lots will need mowed throughout the mowing season. All lots to be mowed in accordance to contracts awarded pursuant to this application process will be on an as needed basis.
- 3.1.4 Prices to be paid by the City per mowing for various lots are set by the City and are shown within Exhibit A.
 - 3.1.4.1 When the City requests that a lot greater than one (1) acre in size be mowed, it will pay the contractor as if two (2) lots were mowed as long as the size of the area actually mowed is greater than one (1) acre in size. For example, a two (2) acre lot that is 75% covered by woods will be charged the standard per lot price for one (1) lot since only half an acre of mowing would be needed.
- 3.1.5 All work must meet the minimum specifications listed herein.
- 3.1.6 Contract Term
 - 3.1.6.1 The initial contract term of the awarded contracts shall be in effect from the date of the Auditor's certification of funds until March 31, 2025.
 - 3.1.6.2 If pricing is bid for the potential extensions, the City of Canton has the option at its sole discretion to exercise said extensions with the Applicants awarded contracts.
 - 3.1.6.3 All extensions will be for the initial contract area awarded.
 - 3.1.6.4 The City of Canton reserves the right to exercise an extension with one or multiple contractors and to seek additional applications if it feels that it is in the best interest of the City.
- 3.1.7 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this application process from additional applicant/contractors not awarded contracts resulting from this process if found to be in the best interest of the City.
- 3.1.8 All City departments shall be permitted to utilize this contract per the specifications provided herein and the pricing accepted and awarded.
- 3.2 Mowing Procedures – Neighborhood Improvement Program (NIP) Lots, Non-NIP Lots and Emergency/New Non-NIP Lots



- 3.2.1 Neighborhood Improvement Program (NIP) Lots
NIP lots are currently mowed once per month. Appendix A is the City Ward map.
- 3.2.1.1 Non-NIP Lots
Non-NIP Lots are lots that are not part of the NIP program but are in need of mowing as per City Code. These lots will be assigned in groups (packets) by area on a rotational basis. Typically these lots are mowed two times per mowing season. However, the City reserves the right to request greater or fewer mows.
- 3.2.1.2 Emergency/New Non-NIP Lots
NIP Lots transition after three years and will be added to the mowing rotation. In addition, various lots within the City may need mowed on an Emergency basis if the condition of the property is in violation of the City Code. These lots will be added as the need arises. An emergency mow must be completed within forty-eight (48) hours of the request.
- 3.2.1.3 All contractors will be required to have at least one (1) mowing crew designated for each assigned work order area, working at least five (5) days per week until all mows in the contract area packet are complete. Each mowing crew must consist of at least two (2) workers.
- 3.2.2 If there are any questions in regards to the location and/or dimensions of a lot requested to be mowed, the contractor should contact the Building Department for clarification before mowing.
- 3.2.3 If a contractor arrives at a lot and it has already been mowed, the Building Department must be immediately contacted for further instructions. The mowing crew must also take a picture for photographic evidence and submit it to the Building Department for their records. If it is determined that a lot should not be mowed, the contractor will still be paid \$1.00 for going to the lot. Any lots that are being cared for will be removed from the mowing list at the discretion of the Building Code Department. This process will be considered a "no mow."
- 4.0 NOTES
- 4.1 Prospective applicants will take notice that the City of Canton, in determining the lowest and best in the award of this contract, may award a local Applicant preference to any qualified Applicant pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether an Applicant qualifies for the local preference shall be made by the Board of Control. The Board's decision shall be final.
- 4.2 Award Process
- 4.2.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best.



- 4.2.2 The Board of Control reserves the right to reject any or all applications and to accept the applications deemed most beneficial to the City of Canton.
- 4.3 Questions and Addenda
- 4.3.1 All questions should be submitted in writing at least five (5) business days prior to the Application due date and time. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the Application due date and time. Said addenda will become a component of this invitation to apply and should be acknowledged as received on the application page. Failure to acknowledge all official addenda in this manner may result in your application being disqualified.
- 4.3.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: purchasing@cantonohio.gov
- 4.3.3 Applicants are expected to and are responsible for monitoring the City's website for all official addenda.
- 4.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 4.4 Please be advised that when you submit an application to the City of Canton, the City will assume that an authorized representative of your company reviewed said application to assure that the application is correct and/or accurate.
- 4.5 Any applicant may withdraw an application, by written request, at any time prior to the time set for the opening. This request must be made to Katie Wise, Assistant Director of Purchasing at purchasing@cantonohio.gov if there is no withdrawal of the application, in accordance to this procedure, the City reserves the right to enforce said program prices(s) and/or contract(s).
- 4.6 If an applicant attempts to alter any of the terms and/or conditions of these program specifications the City of Canton may reject said application.
- 4.7 The party submitting an application is solely responsible for the delivery of the application to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.
- 4.8 This contract is be paid for with American Rescue Plan Act (ARPA) funds for services provided in 2024. Non-ARPA funds will be used to fund the services for the remainder of the contract thereafter.



Section IV: Application Signature Page

Application Signature Page
Mowing of Vacant and Deserted Lots

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

The City will pay to the accepted contractors the Exhibit A Schedule per lot price for the mowing of all lots up to one (1) acre in size regardless of the lot size and conditions.

Lots over 1 acre shall be paid at a rate of 2x.51-1.0 Acre rate or as agreed upon in writing with Building Code Administrator. These lots will include a picture of property at time of mowing/service and the rate must be agreed upon prior to service.

We (I) are applying to do work within (check all that apply):

_____ Contract Area 1: Northeast City Quadrant (east of Market Ave. N to City limits, north of Tuscarawas St. E to City limits).

_____ Contract Area 2: Northwest, Southeast and Southwest City Quadrants (west of Market Ave. N to City limits, south of Tuscarawas St. E and Tuscarawas St. West to the City limits).

We (I) are applying to do work for the following types of lots as described in Exhibit A within the Contract Areas as described above (check all that apply):

_____ NIP

_____ NON-NIP

_____ Emergency /New NON-NIP

The Applicant acknowledgement receipt of Addenda Numbers: _____

Name of Applicant/Contractor: _____

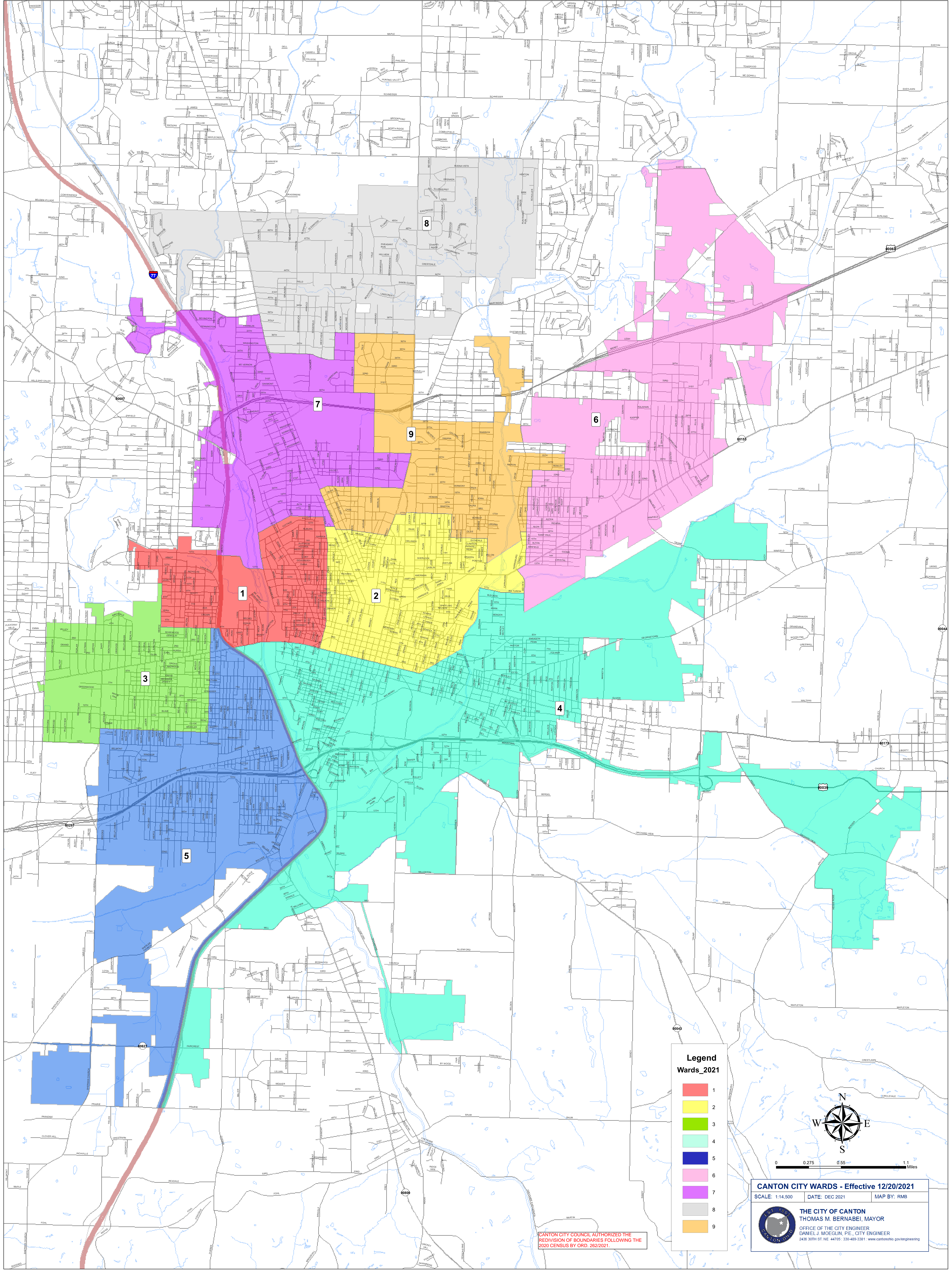
Authorized Signature: _____

EXHIBIT A

CITY OF CANTON Rotation Mowing, Clean-up, and Debris Removal Schedule of Prices Paid for Services

| Item # | Type of Service | Lot Description | Lot Type | Price Paid for Service | Frequency |
|--------|---|---------------------------------|---------------------------------|---------------------------|---|
| 1 | Base price for mowing, brush hogging and weed eating, includes litter clean up and disposal of small debris. | Former NIP Demolition Lots | Under 1 Acre in size | \$35.00 | 1 mow per month |
| 2 | Base price for mowing, brush hogging and weed eating, includes litter clean up and disposal of small debris. | Former Blight Demolition Lots | Under 1 Acre in size | \$35.00 | 1 mow per month |
| 3 | Base price for mowing, brush hogging and weed eating, includes litter clean up and disposal of small debris. | City of Canton Owned Lots | Under 1 Acre in size | \$35.00 | As assigned |
| 4 | Base price for mowing, brush hogging and weed eating, includes litter clean up and disposal of small debris. | Larger than 1 Acre "Large Lot" | NIP Demolition or Blighted Lots | Price TBD prior to action | As assigned |
| 5 | Base price for mowing, brush hogging and weed eating, includes litter clean up and disposal of small debris. | City Wide Properties (Non Demo) | Vacant or Deserted under 18" | \$35.00 | approximately 2-3 times per mowing season |
| 6 | Base price for mowing, brush hogging and weed eating, includes litter clean up and disposal of small debris. | City Wide Properties (Non Demo) | Vacant or Deserted over 18" | \$55.00 | approximately 2-3 times per mowing season |
| 7 | Base price for mowing, brush hogging and weed eating, includes litter clean up and disposal of small debris. | Larger than 1 Acre "Large Lot" | City Wide Properties | Price TBD prior to action | As assigned |
| * | All mowings must be submitted with photographic proof of the 8" requirement (yardstick) per city ordinance to the Code Department | | | | |
| * | If a NO MOW (under 8") is designated at said property, a \$1 fee will be paid with a photo provided to the Code Department | | | | |
| * | Upon completion of mow, sidewalk, street and driveway will free of cut grass/litter, etc, | | | | |

* denotes all lots on Exhibit A




Legend
Wards_2021

| | |
|--------|---|
| Red | 1 |
| Yellow | 2 |
| Green | 3 |
| Cyan | 4 |
| Blue | 5 |
| Pink | 6 |
| Purple | 7 |
| Grey | 8 |
| Orange | 9 |



0 0.275 0.55 1.1 Miles

CANTON CITY WARDS - Effective 12/20/2021
SCALE: 1:14,500 DATE: DEC 2021 MAP BY: RMB

 **THE CITY OF CANTON**
THOMAS M. BERNABEI, MAYOR
OFFICE OF THE CITY ENGINEER
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2435 20TH ST. NE. 44705 336-459-3311 www.cantonms.gov/engineering

CANTON CITY COUNCIL AUTHORIZED THE REDIVISION OF BOUNDARIES FOLLOWING THE 2020 CENSUS BY ORD. 262/2021.

Appendix C

Exhibit to Standard Form of Agreement Between Owner and Contractor

This Agreement is being funded through the use of American Rescue Plan Act (“ARPA”) funds.

As such, there are certain required contract provisions that must be included in contracts and agreements with contractors and subcontractors that are paid using ARPA funds. The contractor, or “Subrecipient”, must comply with all applicable laws listed below.

Subrecipient agrees to comply with all applicable federal, state, and local laws related to Subrecipient’s performance of the obligations of this Agreement and Subrecipient’s acceptance of the above mentioned subaward, including but not limited to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding Subrecipient monitoring and management, subpart E regarding cost principles, subpart F regarding audit requirements and § 200.317-.327 regarding procurement.

In addition, Subrecipient shall comply with the following federal laws, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Copeland "Anti-Kickback" Act (40 U.S.C. 3145) The Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(K) Procurement of recovered materials A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level

of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(L) Prohibition on certain telecommunications and video surveillance services and equipment

(a) Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications

equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(M) Domestic preferences for procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(N) Prevailing Wage

If the performance of this contract involves construction, the Subrecipient and its contractors and subcontractors, regardless of tier, shall strictly comply with their obligation, if any, to pay their employees working on the project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

(O) Bidding of the Project

Purchases under ARPA, including bidding of construction projects, must be procured in accordance with both state law and federal law, and the recipient is required to follow the more restrictive law. For purchases between \$10,000 and \$50,000, the federal law is more restrictive. For purchases over \$50,000, Ohio’s procurement laws are more restrictive and the Subrecipient must follow state law for those purchases.

(Q) Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, additional conditions, contract suspension or termination procedures will be initiated.

(R) Mandatory Disclosures 2 CFR 200.113

The Subrecipient must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award. Subrecipients that have received a Federal award are required to report certain civil, criminal, an administrative proceedings to the System for Award Management (“SAM”). Failure to make required disclosures can result in any of the remedial activities described in 2 CFR 200.338 including suspension or debarment.

(S) Record Retention and Access

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and 2 CFR 200 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the ARPA program;
- c. Records required to determine the eligibility of activities;
- d. Adequate documentation to support costs charged to the ARPA Program
- e. Records detailing procurement procedures followed
- f. Records documenting compliance with the equal opportunity components of the ARPA program;
- g. Other records necessary to document compliance

(T) Maintenance and Audit of Records

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the City or its designees and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was

reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.