

Invitation to Bid

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

Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek
Water Treatment Plant Well Field

Item/Project

Water Department

Responsible Department

Monday, November 14, 2022 on or before 2:00 PM local time

Bids Due

****PLEASE NOTE THAT CITY OF CANTON OFFICES WILL BE CLOSED ON FRIDAY, NOVEMBER 11, 2022 IN OBSERVANCE OF VETERAN'S DAY. BIDS WILL NOT BE ABLE TO BE DROPPED OFF THAT DAY. OFFICES WILL REOPEN ON MONDAY, NOVEMBER 14TH.****

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

**Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek WTP Well Field
Water Department**

LEGAL NOTICE

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Monday, November 14, 2022**, for the purpose of entering into contract for as needed:

**Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek Water
Treatment Plant Well Field**

The City will disqualify any bid not received on or before 2:00 PM local time on November 14, 2022. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids 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 Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/448/Purchasing-Procurement>.

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

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

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

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

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

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

It is requested that the bidder print the entire Invitation to Bid and submit an original bid packet in its entirety.

Please contact Assistant Director of Purchasing Katie Wise at kathryn.wise@cantonohio.gov if you have any questions regarding this bid.

By order of the Director of Public Service: John M. Highman, Jr.

Published in the Canton Repository and Farm & Dairy: October 27, 2022 and November 3, 2022

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Water Department**

Section I: Table of Contents and Bidder's Checklist

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

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

- Cover sheet
- Legal Notice
- Section I: Table of Contents and Bidder's Checklist
- Section II: Bid Forms and Instructions
 - Bid Form 1: Authority of Signatory
 - Bid Form 2: Bid Guaranty
 - Bid Form 3: Bidder Information
 - Bid Form 4: Insurance Requirements
 - Bid Form 5: Personal Property Tax Certification (ORC 5719.042)
- Section III: Bid Specifications
- Section IV: Proposal and Signature Pages

Section II: Bid Forms and Instructions

Bid Form Instructions

Failure to submit bid forms 1 through 3 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 4 and 5 will be required of the successful bidder but may be submitted after the awarding of the contract.

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

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 instructions as to how signature authority is commonly established.

Bid Form 2: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

Bid Form 3: Bidder Information

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City of Canton after the receipt of bids.

Bid Form 4: Insurance Requirements

The successful bidder will be required to have the required insurance as outlined in Bid Form 6 and should be prepared to submit proof thereof.

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

Bid Form 5: Personal Property Tax Certification (ORC 5719.042)

This form/certification must be retyped on the successful bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

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Bid Form 2: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check or bid bond for five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City of Canton will disqualify the bid.

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

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

Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Please place your bid guaranty at the front of your submitted bid.

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Bid Form 3: Bidder Information, Page 1

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

a. Name of Bidder _____

b. Business Address _____

_____ City _____ State _____ Zip

c. Business Telephone Number (____) _____

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

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

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

g. Principal place of business _____

h. Federal I.D. Number # _____

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

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Bid Form 3: Page 2

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.

_____	_____
_____	_____
_____	_____
_____	_____

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Bid Form 4: Insurance Requirements, Page 1

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

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Bid Form 4: Page 2

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.

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Bid Form 5: Personal Property Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be completed 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 bid 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 bid 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 bid 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)

Section III: City of Canton Income Tax Information

1. All successful bidders 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 vendor 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 vendor 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 vendor 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. Vendors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Vendors are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information on the following page.

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City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

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.)

Section IV: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

1. Chapter 105.06 – Minority contract provision.

- a. 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/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord.185-2011. Passed 10-31-11.)

2. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- 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 Section 105.12 is attached.

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- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 115-2018. Passed 5-14-18.)

3. Chapter 105.15 – City Income Tax

- 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 bidder 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. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

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

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to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

(Ord. 238-2015. Passed 11-30-15.)

4. Chapter 182.30 – Contract Provisions

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

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.

- b. 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.)

5. Chapter 507.03 – Equal Employment Opportunity clause.

- b. 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, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. 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, national origin, military status, sexual orientation or gender identity. 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

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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 nondiscrimination 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, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

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; and he 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 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 chapter, 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 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.

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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.

(Ord. 179-74. Passed 6-17-74.)

Section V: General Specifications

SPECIFICATIONS

1.0 Scope and Classification

- 1.1 **Scope:** The City of Canton is seeking bids for a five (5) year lease of approximately 271.42 acres of property at the Sugar Creek Water Treatment plant located at 4622 State Rt. 212 NW, Strasburg, OH 44680, owned by the City of Canton, for the purposes of agricultural farming.
- 1.2 **Classification:** The successful bidder will lease said space pursuant to all terms and conditions in this bid and the resulting contract.

2.0 Applicable Publications and Standards

- 2.1 N/A

3.0 Requirements

3.1 General Requirements

- 3.1.1 **Price:** Bidders shall provide firm and fixed per-year lease pricing for the property on the proposal pages provided.
- 3.1.2 **Term:** The lease agreement shall be for five (5) years.
- 3.1.3 **Quality:** All bids must meet the minimum specifications listed herein.
- 3.1.4 The lease term shall be from February 1, 2023 to January 31, 2028.
- 3.1.5 No security deposit shall be required.
- 3.1.6 The Lessee shall be required to execute a waiver of liability running to the City of Canton. Lessee shall indemnify and save harmless the Lessor, its employees, servants and officials from any and all expenses, debts, obligations, causes of action, liabilities or suit arriving from the use and occupancy of the subject property by the Lessee. The Lessee further agrees that Lessor shall be held harmless from all claims, demands, actions, causes of action, and from all liabilities for damages, loss or injury of whatever kind, nature, or description that may arise as a result of his use of the subject property; the Lessee further agrees to hold the Lessor harmless for any and all liability which may be incurred by him or third parties as a result of his use of the subject property.

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- 3.1.7 The Lessee agrees not to use or occupy the said subject property for any unlawful purpose; to conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Ohio, the City of Canton, and of all governmental authorities or agencies, and of all municipal departments, bureaus, boards or officials of said city, respecting said subject property in the use and occupation thereof.
- 3.1.8 The Lessee agrees not to use or keep intoxicants on the subject property, and not to permit intoxicants to be used on the subject property.
- 3.2 Lease Requirements and Information
- 3.2.1 The lease will be for approximately 271.42 acres of property at the City of Canton Sugar Creek Water Treatment Plant. The specific property to be leased is marked in Exhibit A and will hereinafter be referred to as the “Leased Premises.” By submitting a bid, the bidder acknowledges that there is not a legal description for the bid property.
- 3.2.2 The Lessee shall use the leased premises only for agricultural purposes only, farming of crops such as corn, soybeans, wheat and hay. The leased premises may not be used for livestock or other purposes that might endanger the quality of the water supply.
- 3.2.3 On 38.83 acres of the 271.42 acres, Lessee may farm only hay type crops and wheat that do not require the application of herbicides, pesticides, and/or nitrogen within 350 feet of the water wells. The only exception to this will be the north/northwestern border of well number 7, which shall be the old creek bed instead of the 350-foot distance. The western, eastern and southern boundaries of well number 7 shall be the 350-foot radius.
- 3.2.4 Lessee may **not** apply nitrogen, herbicides or pesticides within 350 feet of any production water wells. In areas outside the 350-foot buffer zone, the Canton Water Department will permit only chemicals and fertilizers approved for agricultural use and applied in strict accordance with manufacturer specifications and current best farming practices. The Canton Water Department must receive detailed chemical or fertilization application plans a minimum of 14 days prior to application. The reports must be approved by the Canton Water Department in advance of application. At minimum, the report shall identify the chemical(s) to be applied, the quantity to be applied, the application rate, the corresponding MSDS sheets, and the proposed date of application. The Lessee may **not** apply municipal waste, biosolids, **nor** animal manure to the land. **No transfer of chemicals or fertilizers from the tanker to the application machinery may occur within 350 feet of the wells.**
- 3.2.5 The Lessee must mow the grass buffer strips along the property roadways and around wells number 8, 9 and 10 during the growing season. The minimum

**Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek WTP Well Field
Water Department**

mowing shall be three times per season or when necessary to maintain a well kept appearance in the opinion of the Canton Water Department. The Lessee must remain a minimum of five (5) feet away from utility poles and wellhead fences when plowing. The intent is to avoid damage to these structures.

- 3.2.6 The Lessee **cannot** cut standing timber **nor** expand the existing tillable land without the express written permission of the Canton Water Department.
- 3.2.7 The lease shall not be assigned or sublet nor shall the Lessee enter into any agreement of sublease with respect to the leased premises without the prior written approval of the City of Canton Water Department.
 - 3.2.7.1 Subleasing or subletting of the Sugar Creek land by the primary lessee shall be at the sole discretion of the Canton Water Department and shall require the express written consent of the City of Canton.
- 3.2.8 Lessee must provide proof of all applicable licenses required by law or requested by the City of Canton for its proposed operation.
- 3.2.9 Lessee shall use the Leased Premises in a manner consistent with its current use and for no other purpose. Lessee shall not use the Leased Premises for any unlawful purpose or for any purpose that will create a nuisance at the Leased Premises. Lessee agrees, at its sole expense, to comply with all laws, orders and regulations of federal, state, county and municipal authorities applicable to the Lessee's business and use of the Leased Premises.
- 3.2.10 Lessee shall be responsible for any damage to the Leased Premises caused by any negligent or intentional act of Lessee or its agents, employees, invitees, etc. Further, Lessee shall not do or commit to be done any act or thing upon the Leased Premises which would jeopardize the ability of Lessee and/or Lessor to obtain insurance coverage on the Leased Premises.
- 3.2.11 Termination and Access
 - 3.2.11.1 Lessee will deliver and surrender to Lessor possession of the Leased Premises upon the expiration of this Lease in as a good condition and repair as the Lessee received the Leased Premises at the initial commencement of this Lease, normal wear and tear excepted.
 - 3.2.11.2 Lessor shall have the right to terminate the entire lease, or any portion of the lease, for convenience upon thirty (30) days written notice to Lessee unless said termination is needed on an emergency basis. In the event that an emergency termination is necessary, Lessor will provide as much notice as is reasonably possible. In the event that the lease, or a portion of the lease, is terminated after rent has been paid for a year, the Lessor will

**Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek WTP Well Field
Water Department**

be reimbursed rent for the percentage of time and property that is surrendered to Lessor.

- 3.2.11.3 Employees of the City of Canton or the employees of any contractor performing work for the City of Canton shall at all times have the right ingress or egress to any or all parts of the properties of the Canton Water Department. Lessee will be made whole for any monetary losses. The City of Canton will provide advance notice of said required access as is reasonably possible. Should this access disrupt a portion of the Lessee's operation or result in a monetary loss, the City will negotiate a reimbursement in good faith. Said reimbursement shall not be greater than the amount of one year's annual lease amount.
- 3.2.12 **Damage to Premises:** If the Leased Premises shall, during the term of this Lease Agreement or any extension hereof, be damaged or destroyed by fire or any other cause whatsoever, both the Lessee and the Lessor may cancel said lease at any time. The intent to cancel must be indicated in writing within thirty (30) days of the damage or destruction.
- 3.2.13 **Mechanic's Liens:** Lessee agrees not to do, and shall not permit to be done, any act or thing to create any mechanic's or materialmen's liens or claim for lien to be placed on the Leased Premises, and Lessee, for itself, its successors and assigns, and its contractors, subcontractors, materialmen and all persons whatsoever, hereby waives and disclaims any and all claims and all right to any mechanic's lien for work, labor or materials for the furnishing or doing of any matter or thing permitted or required by law, ordinances, or regulations or by the terms of this Agreement or otherwise and Lessee shall indemnify and hold harmless Lessor and its successors and/or assigns from any and all liabilities, damages and claims arising from any such liens. Any such liens placed on the Leased Premises shall be immediately discharged by Lessee, or Lessee may post a bond with Lessor in a form approved by Lessor for the full amount of the lien.
- 3.2.14 **Default:** In the event that Lessee shall fail or neglect to keep, perform and observe Lessee's obligations under the terms of this Lease or any legitimate extension thereof and such default shall not have been cured within thirty (30) days after the date of such default, then in such event the Lessor may exercise all remedies available to Lessor at law or equity; provided, however, that if the default involves the non-payment of rent, in such event the period to cure shall be fifteen (15) days.

In the event that Lessor shall fail or neglect to keep, perform and observe Lessor's obligations under the terms of this Lease and such default shall not have been cured within thirty (30) days after the date of such default, then in such event the Lessee may exercise all remedies available to Lessee at law or equity.

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- 3.2.15 If it is determined that the Lessee has violated any federal, state, or local law, the Lessor reserves the right to immediately terminate the lease.

4.0 INSPECTIONS, TESTING, PROPERTY ACCESS, AND CANCELLATION

- 4.1 Bidders shall have the opportunity to inspect the premises both during the bid process and prior to accepting the award of the contract. Contact Derrick Loy at 330-438-5473 if you would like to set up a time for viewing.
- 4.2 At any time during the term of the Lease, the City of Canton shall have access to the Leased Premises for purposes of inspection. The Lessee shall permit the City of Canton access to the property for inspection or repairs at all times requested by the City of Canton. Unless otherwise agreed upon in advance, the City of Canton will give twenty-four (24) hours notice for these inspections and/or repairs unless there is an emergency. The Lessor shall have immediate access to the Leased Premises in said emergency situations.
- 4.3 The parties acknowledge this Lease Agreement shall not in any way entitle Lessee to any proceeds from gas and/or oil wells located on the subject property. Further, Lessor does not relinquish any mineral rights to said subject property by reason of execution of this Lease Agreement.

5.0 Rent

- 5.1 Lessee shall pay all rent as bid to the Lessor on an annual basis in January prior to the lease year.
- 5.2 The lease rate amount shall be a minimum of \$35,000.00 per year.
- 5.3 In the event that any payments are greater than ten (10) days late, Lessee shall pay a late payment fee equal to 10% of the late rent payment.

6.0 Notes

- 6.1 Award Process
- 6.1.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of highest and best bidder.
- 6.1.2 The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.
- 6.2 Prospective bidders will take notice that the City of Canton will award the contract to the highest bidder who is able to meet all of the desired outcomes and listed requirements contained herein.

**Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek WTP Well Field
Water Department**

- 6.2.1 The Board of Control reserves the right waive minor deficiencies contained within a bid.
- 6.3 Questions and Addenda
- 6.3.1 All questions should be submitted in writing at least five (5) business days prior to the day and time of the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
- 6.3.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: purchasing@cantonohio.gov
- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 Proposal Page Instructions:
- 6.4.1 Bidders are required to fill out the proposal page completely. Failure to do so may result in your bid being disqualified.
- 6.4.2 Bidders must provide fixed firm annual rent pricing.
- 6.4.3 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified.
- 6.4.4 Prices shall include all of the requirements listed in the specifications.
- 6.5 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.6 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov. If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).

**Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek WTP Well Field
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- 6.7 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Canton may reject said bid.
- 6.8 The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

Section VI: Proposal and Signature Pages

Proposal Page

LEASE OF APPROXIMATELY 271.42 ACRES OF CITY LAND LOCATED IN THE
SUGARCREEK WELL FIELD FOR AGRICULTURAL FARMING

Bidder agrees to lease from the City of Canton Water Department approximately 271.42 acres of City land located in the Sugar Creek well field for a period of five (5) years for agricultural farming from the date of the award of the contract.

Name of Lessee: _____

Company if Applicable: _____

Address: _____

Phone: _____ Cell Phone: _____

Email: _____

**LEASE RATE PER YEAR FOR THE FIVE (5)
YEAR PERIOD OF THE LEASE AGREEMENT**

\$ _____

The Lessee is required to pay this amount in January of each year during the term of the five (5) year lease period.

Addenda Acknowledgement

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s) _____

**Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek WTP Well Field
Water Department**

**Signature Page
Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek Water
Treatment Plant Well Field**

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all of the goods and/or services contained within the bid for **Lease of Approximately 271.42 Acres of Land for Farming at the Sugar Creek Water Treatment Plant Well Field** in accordance with all specifications on file to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service 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 herewith encloses a _____ **(Bid Bond, Certified/Cashier's Check)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract _____ will enter into contract therefore, 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.

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.

Please have this page Notarized.

SUGARCREEK FARMLAND LEASE 2022

Exhibit A

3.978947
ACRES

1.097918
ACRES

13.668483
ACRES

3.235714
ACRES

8.602664
ACRES

44.306044
ACRES

10.957011
ACRES

6.659068
ACRES

16.518759
ACRES

7.316077
ACRES

4.041241
ACRES

21.084322
ACRES

6.295083
ACRES

10.821719
ACRES

14.444382
ACRES

22.426095
ACRES

25.828808
ACRES

27.914866
ACRES

22.230547
ACRES

