

**BID FORM  
BASE PROJECT**

PROJECT IDENTIFICATION: City of Tallmadge, Ohio  
Evergreen Drive / Mark Drive  
Sanitary Sewer Rehabilitation

CONTRACT IDENTIFICATION: Base Project  
(Evergreen Drive / Mark Drive)

THIS BID IS SUBMITTED TO: Office of Service Director  
City of Tallmadge  
46 North Avenue  
Tallmadge, OH 44278

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the amount Bid and within the time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of Section 00 11 13, "Advertisement for Bids," and Section 00 21 13, "Instructions to Bidders," including without limitation those dealing with the disposition of Bid security.
3. This Bid will remain subject to acceptance for 60 days after the day of Bid opening.
4. BIDDER will sign and submit the Agreement with the Bonds and the other contract forms as listed on the table of contents within 10 days after the date of OWNER's Notice of Award.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| Date  | Addendum Number(s) | Bidder Initials |
|-------|--------------------|-----------------|
| _____ | _____              | _____           |
| _____ | _____              | _____           |
| _____ | _____              | _____           |

- b. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 6. BIDDER will complete the work for the following price(s):

**BID SCHEDULE**

**CITY OF TALLMADGE, OHIO  
EVERGREEN DRIVE / MARK DRIVE  
SANITARY SEWER REHABILITATION**

**BASE PROJECT (EVERGREEN DRIVE / MARK DRIVE)**

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices:

| (1)<br>Item | (2)<br>Description   | (3)<br>Quantity | (4)<br>Unit | Unit Prices in Figures |                 | (7 = 5 + 6)<br>Total (Sum of<br>Labor and<br>Material) | (8 = 3 x 7)<br>Total Extended<br>Informal Price in<br>Figures |
|-------------|--|-----------------|-------------|------------------------|-----------------|--|---|
|             |  |                 |             | (5)<br>Labor           | (6)<br>Material |  |   |
| 1.          | Mobilization   | 1               | lump        |                        |                 |  |   |
| 2.          | Above Ground Pre-Construction Televising                     | 1               | lump        |                        |                 |  |   |
| 3.          | Pre-Lining Cleaning and Televising                           | 4,170           | l.f.        |                        |                 |  |   |
| 4.          | 8-Inch Sanitary Sewer Pipe Liner and Post-Lining Televising  | 2,850           | l.f.        |                        |                 |  |   |
| 5.          | 10-Inch Sanitary Sewer Pipe Liner and Post-Lining Televising | 1,320           | l.f.        |                        |                 |  |   |
| 6.          | Service Lateral Connection Reinstatement                     | 60              | ea.         |                        |                 |  |   |
| 7.          | Manhole Rehabilitation,<br>Polyurea Coating System           | 170             | v.f.        |                        |                 |  |   |
| 8.          | Protruding Lateral Removed                                   | 2               | ea.         |                        |                 |  |   |
| 9.          | New Manhole Frame & Cover                                    | 2               | ea.         |                        |                 |  |   |
| 10.         | Reset Manhole Casting  | 2               | ea.         |                        |                 |  |   |

| (1)<br>Item | (2)<br>Description   | (3)<br>Quantity | (4)<br>Unit | Unit Prices in Figures |                 | (7 = 5 + 6)<br>Total (Sum of Labor and Material) | (8 = 3 x 7)<br>Total Extended Informal Price in Figures |
|-------------|--|-----------------|-------------|------------------------|-----------------|--|---|
|             |  |                 |             | (5)<br>Labor           | (6)<br>Material |  |   |
| 11.         | Sewer Pipe Replacement Point Repair                                      | 3               | ea.         |                        |                 |  |   |
| 12.         | Site Restoration / Grading and Seeding                                   | 1               | lump        |                        |                 |  |   |
| 13A.        | <b>Bid Alternate:</b><br>Service Lateral Connection Grouting and Testing | 60              | ea.         |                        |                 |  |   |
| 13B.        | <b>Bid Alternate:</b><br>Service Lateral Connection Sealed               | 60              | ea.         |                        |                 |  |   |

**Informal Total of Bid Items 1 Through 12, and 13A** \$ \_\_\_\_\_

**Informal Total of Bid Items 1 Through 12 and 13B** \$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Name of Contractor Address

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title Phone Number

(Seal - if Bid is by a corporation)

Attest \_\_\_\_\_

7. Unit prices have been computed in accordance with paragraph 11.03 of the General Conditions.
8. Quantities are not guaranteed. Final payment will be based on actual quantities as provided in the Contract Documents.
9. BIDDER agrees that the work will be complete and ready for final payment within 135 calendar days after the date when the Contract time commences to run, as provided in paragraphs 2.03 and 14.07 of the General Conditions.
10. BIDDER agrees to pay as liquidated damages (in the event of failure to complete the work ready for final payment within the times specified in the Agreement) the sum of \$1,000.00 for each consecutive calendar day as provided in the Agreement.
11. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of \_\_\_\_\_.
  - b. All the procurement forms listed in Section 00 01 09, "Table of Contents."
12. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

\_\_\_\_\_  
\_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Fax \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_

If BIDDER is:

An Individual

By \_\_\_\_\_

(Individual's Signature and Typed Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

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

A Partnership

By \_\_\_\_\_ (SEAL)

(Firm Name)

\_\_\_\_\_

(General Partner Signature and Typed Name)

Business address: \_\_\_\_\_

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

A Corporation

By \_\_\_\_\_ (CORPORATE SEAL)

(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_

(Typed Name and Signature of Person Authorized to Sign)

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

(Corporate Seal)

Attest \_\_\_\_\_

(Signature of Secretary)

Business address: \_\_\_\_\_

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

Miscellaneous

Federal Taxpayer Identification Number \_\_\_\_\_

**BID FORM  
ALTERNATE PROJECT**

PROJECT IDENTIFICATION: City of Tallmadge, Ohio  
Evergreen Drive / Mark Drive  
Sanitary Sewer Rehabilitation

CONTRACT IDENTIFICATION: Alternate Project (Northeast Avenue)

THIS BID IS SUBMITTED TO: Office of Service Director  
City of Tallmadge  
46 North Avenue  
Tallmadge, OH 44278

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the amount Bid and within the time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of Section 00 11 13, "Advertisement for Bids," and Section 00 21 13, "Instructions to Bidders," including without limitation those dealing with the disposition of Bid security.
3. This Bid will remain subject to acceptance for 60 days after the day of Bid opening.
4. BIDDER will sign and submit the Agreement with the Bonds and the other contract forms as listed on the table of contents within 10 days after the date of OWNER's Notice of Award.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| Date  | Addendum Number(s) | Bidder Initials |
|-------|--------------------|-----------------|
| _____ | _____              | _____           |
| _____ | _____              | _____           |
| _____ | _____              | _____           |



- b. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 6. BIDDER will complete the work for the following price(s):

**BID SCHEDULE**

**CITY OF TALLMADGE, OHIO  
EVERGREEN DRIVE / MARK DRIVE  
SANITARY SEWER REHABILITATION**

**ALTERNATE PROJECT (NORTHEAST AVENUE)**

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices:

| (1)<br>Item | (2)<br>Description   | (3)<br>Quantity | (4)<br>Unit | Unit Prices in Figures |                 | (7 = 5 + 6)<br>Total (Sum of<br>Labor and<br>Material) | (8 = 3 x 7)<br>Total Extended<br>Informal Price in<br>Figures |
|-------------|--|-----------------|-------------|------------------------|-----------------|--|---|
|             |  |                 |             | (5)<br>Labor           | (6)<br>Material |  |   |
| A1.         | Mobilization   | 1               | lump        |                        |                 |  |   |
| A2.         | Above Ground Pre-Construction Televising                     | 1               | lump        |                        |                 |  |   |
| A3.         | Pre-Lining Cleaning and Televising                           | 2,165           | l.f.        |                        |                 |  |   |
| A4.         | 10-Inch Sanitary Sewer Pipe Liner and Post-Lining Televising | 1,225           | l.f.        |                        |                 |  |   |
| A5.         | 12-Inch Sanitary Sewer Pipe Liner and Post-Lining Televising | 940             | l.f.        |                        |                 |  |   |
| A6.         | Service Lateral Connection Reinstatement                     | 32              | ea.         |                        |                 |  |   |
| A7.         | Manhole Rehabilitation,<br>Polyurea Coating System           | 80              | v.f.        |                        |                 |  |   |
| A8.         | Protruding Lateral Removed                                   | 6               | ea.         |                        |                 |  |   |
| A9.         | New Manhole Frame & Cover                                    | 1               | ea.         |                        |                 |  |   |
| A10.        | Reset Manhole Casting  | 1               | ea.         |                        |                 |  |   |

| (1)<br>Item | (2)<br>Description                              | (3)<br>Quantity | (4)<br>Unit | Unit Prices in Figures |                 | (7 = 5 + 6)<br>Total (Sum of Labor and Material) | (8 = 3 x 7)<br>Total Extended Informal Price in Figures |
|-------------|---|-----------------|-------------|------------------------|-----------------|--|---|
|             |   |                 |             | (5)<br>Labor           | (6)<br>Material |  |   |
| A11.        | Sewer Pipe Replacement Point Repair             | 3               | ea.         |                        |                 |  |   |
| A12.        | Site Restoration / Grading and Seeding          | 1               | lump        |                        |                 |  |   |
| A13-A       | Service Lateral Connection Grouting and Testing | 32              | ea          |                        |                 |  |   |
| A13-B       | Service Lateral Connection Rehabilitation       | 32              | ea          |                        |                 |  |   |

**Informal Total of Bid Items A1 Through A12 and A13-A** \$ \_\_\_\_\_

**Informal Total of Bid Items A1 Through A12 and A13-B** \$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Name of Contractor Address

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title Phone Number

(Seal - if Bid is by a corporation)

Attest \_\_\_\_\_

7. Unit prices have been computed in accordance with paragraph 11.03 of the General Conditions.
8. Quantities are not guaranteed. Final payment will be based on actual quantities as provided in the Contract Documents.
9. BIDDER agrees that the work will be complete and ready for final payment within 135 calendar days after the date when the Contract time commences to run, as provided in paragraphs 2.03 and 14.07 of the General Conditions.
10. BIDDER agrees to pay as liquidated damages (in the event of failure to complete the work ready for final payment within the times specified in the Agreement) the sum of \$1,000.00 for each consecutive calendar day as provided in the Agreement.
11. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of \_\_\_\_\_.
  - b. All the procurement forms listed in Section 00 01 09, "Table of Contents."
12. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_  
Fax \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_

If BIDDER is:

An Individual

By \_\_\_\_\_

(Individual's Signature and Typed Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

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

A Partnership

By \_\_\_\_\_ (SEAL)

(Firm Name)

\_\_\_\_\_

(General Partner Signature and Typed Name)

Business address: \_\_\_\_\_

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

A Corporation

By \_\_\_\_\_ (CORPORATE SEAL)

(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_

(Typed Name and Signature of Person Authorized to Sign)

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

(Corporate Seal)

Attest \_\_\_\_\_

(Signature of Secretary)

Business address: \_\_\_\_\_

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

Miscellaneous

Federal Taxpayer Identification Number \_\_\_\_\_

CITY OF TALLMADGE

NOTE

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

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

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

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

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

CERTIFIED CHECK OR BID BOND

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

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

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

deposited herewith.

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

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

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

**BID GUARANTY AND CONTRACT BOND**

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

CITY OF TALLMADGE, OHIO

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

\_\_\_\_\_

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

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

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



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

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

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

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

\_\_\_\_\_ Principal

By \_\_\_\_\_

\_\_\_\_\_ Surety

By \_\_\_\_\_

Address \_\_\_\_\_

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

(SEAL)

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

NON-COLLUSION AFFIDAVIT

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

Being duly sworn, do depose and say:

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

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

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

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

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

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

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

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

## CERTIFICATION OF DRUG FREE WORKPLACE

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

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

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

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

### CERTIFICATION

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

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

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

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

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

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

# AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

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

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

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

CITY OF TALLMADGE  
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# PERS Independent Worker/Contractor Acknowledgment Form Questionnaire

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

**Question 1:**

Are you a sole proprietor/independent contractor?

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

No. Please go to Question 2.

**Question 2:**

Are you a business entity with less than 5 employees?

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

No. Please sign the statement below.

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

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

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

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



# INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

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

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

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

## STEP 1: Personal Information

Social Security Number

— — —

Date of Birth

Month      Day      Year  
    /            /

First Name

MI      Last Name

Name of Current Employer

I am an OPERS or other retirement system benefit recipient

## STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

Employer Contact

First Name

MI      Last Name

Employer Code

Employer Contact Phone Number  
— — —

Service Provided to Public Employer

Start Date of Service

Month      Day      Year  
    /            /

End Date of Service

Month      Day      Year  
    /            /



### STEP 3: Acknowledgment

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

In accordance with Ohio Administrative Code section 145-1-42(A)(2), an independent contractor means an individual who:

- Is a party to a bilateral agreement which may be a written document, ordinance or resolution that defines the compensation, rights, obligations, benefits and responsibilities of both parties;
- Is paid a fee, retainer or other payment by contractual arrangement for particular services;
- Is not eligible for workers' compensation or unemployment compensation;
- May not be eligible for employee fringe benefits such as vacation or sick leave;
- Does not appear on a public employer's payroll;
- Is required to provide his own supplies and equipment, and provide and pay his assistants or replacements if necessary;
- Is not controlled or supervised by personnel of the public employer as to the manner of work; and
- Should receive an Internal Revenue Service form 1099 for income tax reporting purposes.

An independent contractor is not a public employee and shall not become a contributor to the retirement system. If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination. Under the OPERS Health Reimbursement Arrangement (HRA) and the OPERS Retiree Medical Account (RMA), re-employed retirees who are not independent contractors are not eligible for a monthly allowance or reimbursement of any medical expenses incurred during the re-employment period. If you are not an independent contractor and receive an allowance or reimbursements, you may be liable to OPERS and/or the applicable plan.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. If you entered into a contract to provide services as an independent contractor, you are acknowledging that you meet the requirements of an "independent contractor" as that term is defined in Ohio Administrative Code section 145-1-42(A)(2). If you begin to provide services as an independent contractor to the same employer from which you retired, or to any employer if less than two months after the retirement allowance commences, you are acknowledging the pension portion of your benefit will be forfeited during the period of the contract. You are acknowledging that the annuity portion of your benefit will be suspended and will be paid in a lump sum upon termination of the contract, and you may be liable to the retirement system for any amounts incorrectly paid from the plan(s). You are also acknowledging that you are not eligible for a monthly allowance or reimbursement of medical expenses incurred during the period you are providing services under the OPERS HRA or the OPERS RMA, and you may be liable to OPERS and/or the applicable plan for any allowance or reimbursements received. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

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

CITY OF TALLMADGE CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

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

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

CONTRACTOR:

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

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

\_\_\_\_\_  
Printed Name Title





**STATE OF OHIO  
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**NOTICE TO CONTRACTORS:**

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? \_\_\_Yes \_\_\_No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? \_\_\_Yes \_\_\_No

**Bidder must provide a "Yes" answer to one or the other of the above questions.**

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? \_\_\_Yes \_\_\_No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

**BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants ? \_\_\_Yes \_\_\_No

**BIDDER'S CERTIFICATION:**

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Authorized Officer                      Date

\_\_\_\_\_  
Title

**>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.**



**"APPENDIX A" OF THE STATE EEO BID CONDITIONS**

**MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES**

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

|            | <b>AKRON</b> |                   | <b>CINCINNATI</b>      |     | <b>CLEVELAND</b>      |     |
|------------|--------------|-------------------|------------------------|-----|-----------------------|-----|
|            |              |                   | <u>Trade</u>           |     | <u>Trade</u>          |     |
| All Trades | 10%          |                   | Asbestos Workers       | 9%  | Asbestos Workers      | 17% |
|            |              |                   | Boilermakers           | 9%  | Boilermakers          | 10% |
|            |              |                   | Carpenters             | 10% | Carpenters            | 16% |
| All Trades | 10%          | <b>COLUMBUS</b>   | Elevator Constructors  | 11% | Electricians          | 20% |
|            |              |                   | Floor Layers           | 10% | Elevator Constructors | 20% |
|            |              |                   | Glaziers               | 10% | Floor Layers          | 11% |
| All Trades | 11%          | <b>DAYTON</b>     | Lathers                | 10% | Glaziers              | 17% |
|            |              |                   | Marble, Tile, Terrazzo | 8%  | Ironworkers           | 13% |
|            |              |                   | Millwright             | 10% | Operating Engineers   | 17% |
|            |              |                   | Operating Engineers    | 11% | Painters              | 17% |
| All Trades | 9%           | <b>TOLEDO</b>     | Painters               | 11% | Pipefitters           | 17% |
|            |              |                   | Pipefitters            | 11% | Plasterers            | 20% |
|            |              |                   | Plasterers             | 10% | Plumbers              | 17% |
|            |              |                   | Plumbers               | 11% | Roofers               | 17% |
| All Trades | 9%           | <b>YOUNGSTOWN</b> | Sheet Metal Workers    | 11% | Other Trades          | 17% |
|            |              |                   | Other Trades           | 11% |                       |     |

## **"APPENDIX B" OF THE STATE EEO BID CONDITIONS**

### **SPECIFIC AFFIRMATIVE ACTION STEPS**

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the

Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

**EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:**

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.

5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

#### Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the

contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

### **"APPENDIX C" OF THE STATE EEO BID CONDITIONS**

#### **FEMALE UTILIZATION GOALS**

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

**PROPOSED SUBCONTRACTORS**

The BIDDER is required to state the Subcontractors proposed to be utilized in the Work. Provide name, address, telephone number, and amount of subcontract. (Enter NONE, where work will be performed by the BIDDER.) Failure to list Subcontractors here may result in rejection of the Bid.

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**EXPERIENCE RECORD**

The BIDDER is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects listed shall be for OWNERS other than this Project and ENGINEERS/ARCHITECTS other than Burgess & Niple, Inc. Use additional copies of this form as required.

PROJECT NAME: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_ OWNER: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
CONTRACT VALUE: \_\_\_\_\_  
DATE STARTED/COMPLETED: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_ OWNER: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
CONTRACT VALUE: \_\_\_\_\_  
DATE STARTED/COMPLETED: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_ OWNER: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
CONTRACT VALUE: \_\_\_\_\_  
DATE STARTED/COMPLETED: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_