

# Invitation to Bid

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge

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**Item/Project**

Water Department

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**Responsible Department**

Wednesday, July 24, 2024 on or before 2:00 PM local time

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**Bids Due**

## Bid Proposal Submitted By:

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

---

**Contact Person**

**Phone No.**

**Email Address**

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**LEGAL NOTICE**

**Ordinance 3/2024**

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Wednesday, July 24, 2024**, for the purpose of entering into contract for the purchase of:

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge**

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, July 24, 2024. 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](mailto: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:** July 9 and July 16, 2024

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
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 Instructions
  - \_\_\_\_\_ Bid Form 1: Bidder and Contractor Employment Practices Report
  - \_\_\_\_\_ Bid Form 2: Authority of Signatory
  - \_\_\_\_\_ Bid Form 3: Bid Guaranty
  - \_\_\_\_\_ Bid Form 4: Bidder Information
  - \_\_\_\_\_ Bid Form 5: Non-Collusion Affidavit
  - \_\_\_\_\_ Bid Form 6: Insurance Requirements
  - \_\_\_\_\_ Bid Form 7: Affidavit for Foreign Corporations
  - \_\_\_\_\_ Bid Form 8: Personal Property Tax Certification (ORC 5719.042)
  - \_\_\_\_\_ Bid Form 9: Certification – Auditor of the State of Ohio
  - \_\_\_\_\_ Bid Form 10: Articles of Incorporation
  - \_\_\_\_\_ Bid Form 11: W9 Tax Form
- \_\_\_\_\_ Section III: City of Canton Income Tax Information
- \_\_\_\_\_ Section IV: Canton Codified Ordinances
- \_\_\_\_\_ Section V: Bid Specifications
- \_\_\_\_\_ Section VI: Proposal and Signature Pages

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**Section II: Bid Forms and Instructions**

**Bid Form Instructions**

Failure to submit bid forms 1 through 6 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 7 through 11 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: Bidder and Contractor Employment Practices Report*

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

*Bid Form 2: Authority of Signatory*

The authority of the bid signatory must be established. Bid Form 2 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 3: 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 4: 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 after the receipt of bids. Low bidders may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

*Bid Form 5: Non-Collusion Affidavit*

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

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Water Department**

or reward will be hereafter paid. This affidavit must be on the form provided.

*Bid Form 6: 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 7: Affidavit for Foreign Corporations*

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

*Bid Form 8: 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.

*Bid Form 9: Certification – Auditor of the State Of Ohio*

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

*Bid Form 10: Articles of Incorporation*

The successful bidder may be required to submit a copy of the company's articles of incorporation.

*Bid Form 11: W9 Tax Form*

Please provide an up to date copy of your Company's W9.

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**Bid Form 1: Bidder and Contractor Employment Practices Report**

**Bidder and Contractor Employment Practices Report  
City of Canton Office of Compliance**

**I. INSTRUCTIONS**

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
  
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
  
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City’s Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

**II. VENDOR OR BIDDER INFORMATION**

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

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed \_\_\_\_\_

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### III. POLICIES AND PRACTICES

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

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

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

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A	B	C	<p>9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.</p>	
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### IV. EMPLOYMENT DATA

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

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

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



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**V. ADDITIONAL INFORMATION (Optional)**

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

**VI. POLICY STATEMENT**

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

- 1) It is the policy of \_\_\_\_\_ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document \_\_\_\_\_ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) \_\_\_\_\_ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) \_\_\_\_\_ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) \_\_\_\_\_ shall require each sub-contractor hired for this project to adhere to this statement.

**VII. SIGNATURE**

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

**Firm or Corporation Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date of Signing:**

\_\_\_\_\_



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**Bid Form 3: 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 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 4: 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 4: 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.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

_____
_____
_____
_____



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**Bid Form 5: Page 2**

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

\_\_\_\_\_

Affiant

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

Notary Public in and for

\_\_\_\_\_ County,

My Commission Expires:

\_\_\_\_\_, 20 \_\_\_\_.

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**Bid Form 6: 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 6: 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 7: Bidder's Affidavit: Foreign Corporation**

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

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

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

statutory agent is \_\_\_\_\_  
(name and address)

\_\_\_\_\_.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

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

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**Bid Form 8: Personal Property Tax Certification (ORC 5719.042)**

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

Office of the Auditor  
City of Canton  
218 Cleveland Avenue S.W., 2<sup>nd</sup> 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)

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**Bid Form 9: Certification: Auditor of the State of Ohio**

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

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

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined

by Ohio Revised Code (ORC) Section 9.24 as of \_\_\_\_\_.  
(Current date)

\_\_\_\_\_  
Signature of Officer or Agent

\_\_\_\_\_  
Name (Print)

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

\_\_\_\_\_  
(Notary Public)

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
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**Bid Form 10: Articles of Incorporation**

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

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**Bid Form 11: W9 Tax Form**

Please provide an up to date copy of your Company's W9.

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**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.

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**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](mailto: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.)*



**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**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.

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

- 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 and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.  
(Ord. 137/2023. Passed 9-25-2023.)

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

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

*(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 pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred;

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
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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.
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.

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

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.)*

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**Section V: Bid Specifications**

**1.0 GENERAL SUMMARY**

- 1.1 **Summary:** The City of Canton Water Department (City) is seeking bids for the removal and disposal, complete, of sludge from three (3) settling lagoons at the Canton Water Department Sugar Creek Water Treatment Plant.

The awarded bidder (also referred to as Contractor) will clean out, remove and dispose of sludge per these specifications.

- 1.2 **Pre-Bid Meeting:** A pre-bid meeting will be held at 1:00pm on Tuesday, July 16, 2024 at the Sugar Creek Water Treatment Plant located at 4622 State Route 212 NW, Strasburg, OH 44680 (Google address use; 9649 Dolphin St. SW, Beach City, Ohio). The meeting will be held outdoors at the lagoons. See the Lagoon Location Map in Appendix “A”. Bidders are encouraged to acquire samples of the sludge following the meeting. The pre-bid meeting is not mandatory to attend, but recommended.

- 1.3 **Start and Completion Date:** This project is being bid as a service contract, therefore, there is not a set project duration. The contract will be issued as soon as possible. The start date is anticipated to be, but not before, September 9, 2024. Once the contractor begins work, it is expected and required that the contractor stays on-site and works daily, within the defined or agreed upon work hours, until the project is completed.

**2.0 APPLICABLE PUBLICATIONS & STANDARDS**

- 2.1 The Contractor shall be responsible for the means and methods of the sludge removal, hauling and disposal at an approved landfill and all associated costs with mentioned work.
- 2.2 Disposal must meet all State, City, and Ohio Environmental Protection Agency specifications and standards.
- 2.3 The Contractor will be responsible for completing the landfill’s generator waste profile and the disposal of the sludge.
- 2.4 The Contractor shall acquire a sample of the sludge to be removed, send it out to be analyzed and acquire a sludge analysis report prior to the removal of the sludge. A past sludge analysis report is provided in Appendix ‘A’.

## **Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge Water Department**

### **3.0 SCOPE OF WORK**

- 3.1 Bidders shall provide a Work Plan with their bid package. Plan shall define means and methods, materials and equipment to be used, schedule of availability and disposal facility. This work plan will be considered when determining the lowest and best bidder.
- 3.2 Removal, dewatering (if proposed), loading, hauling and disposal at an appropriate landfill shall be identified prior to performance of the Work. Chain of custody documentation shall be provided to City upon completion. Contractor is responsible for determining and supporting Contractor's chosen means and methods. Any damage done to City's property shall be repaired; City equipment shall not be used to perform the Work.
- 3.3 If the contractor elects to dewater (process) the sludge:
  - They may do so on-site, but the process must be contained and not contaminate the site.
  - The filtrate produced from the dewatering process can be discharged back into the inlet end of the lagoons.
  - Any polymers that are used must be environmentally safe. A copy of the polymer's safety data sheet must be provided to the City, prior to being used.
- 3.4 The lagoon that is being cleaned will be taken off-line and out of service. This will leave two lagoons in service. If the Contractor desires, the City can drain the surface water from the top of the lagoon that is off-line, down close to the top of sludge.
- 3.5 The contractor shall not operate any valves or sluice gates. All valves and sluice gates will be operated by Canton Water Department personnel.
- 3.6 The contractor must provide to the City, the weight of sludge for each truck load taken off site. The weight shall be measured by a certified scale.
- 3.7 The contractor must provide to the City, the wet weight and the percent solids of the sludge, prior to any dewatering or treatment process chosen by the contractor.
- 3.8 Utility Accessibility: The site has access to City (potable) water and the Contractor will be permitted to use City water while onsite performing the Work. Contractor and staff will not be permitted use of sanitary facilities while performing the Work. Electrical hook-up is not available at the site.
- 3.9 Work Area: The contractor can stage his equipment on the gravel area around the lagoons, within the lagoon fencing. Please refer to the Lagoon Plans and Sections found in Appendix 'A' of the Bid Specifications in the Invitation to Bid.
- 3.10 Work Hours: Work on the site shall be performed during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, unless written approval from the City is issued to work outside those hours. Work on Saturdays, Sundays or City holidays will not be permitted.

## **Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge Water Department**

- 3.11 All items to be priced can be found on the proposal page. All specifications must be adhered to.
- 3.12 Contract Non-Performance and Cancellations:
  - 3.12.1 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have thirty (30) days from the time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.
  - 3.12.2 If a non-performance or breach is not remedied pursuant to specification 3.12.1, the City of Canton reserves the right to terminate the contract and re-award to a different bidder or vendor.
- 3.13 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this bid from additional vendors not awarded contracts resulting from this bid if found to be in the best interest of the City.

### **4.0 SLUDGE ANALYSIS**

- 4.1 The sludge consists of Iron and Manganese that has been filtered out of raw, potable ground water during its treatment process.

During the month of August 2024, the raw water lines running from the wells to the treatment plant will be cleaned. The sediment out of these lines, as a result of this cleaning, will be added to the lagoons. This sediment also consists of Iron and Manganese and is expected to add 4” of sludge to each lagoon. This additional 4” of sludge has been taken into account in the sludge depths listed in Section 7.3.2.
- 4.2 The sludge has an approximate wet weight of 8.4 to 8.6 lb/gal and contains approximately 4% solids.
- 4.3 The weight and percent solids listed above are based upon cleanings from previous years and are listed for representation purposes only. It is recommended that the interested bidder attends the pre-bid meeting and acquires a sample of their own to base their bid on.
- 4.4 The City has no requirements for what percent solids the sludge needs to be when hauled and disposed of. The contractor shall be responsible for the means and methods of the sludge removal, hauling and disposal, at an approved landfill, and all associated costs with mentioned work.
- 4.5 The City represents and warrants that the sludge is not a hazardous waste.



**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**5.0 INVOICING**

- 5.1 Invoice address: All invoices shall be submitted to the address on the Purchase Order.
- 5.2 Invoice shall show the City's purchase order number, the item number, the quantity, a brief description of the item, the unit price and the total amount due.

**6.0 NOTES AND INSTRUCTIONS**

- 6.1 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 the Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.
- 6.2 Award Process
  - 6.2.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.
  - 6.2.2 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.
- 6.3 Questions and Addenda
  - 6.3.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two business (72) hours prior to the time of the bid opening. Said addenda will become a component of the Invitation to Bid and must 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 may be directed to:  
Katie Wise  
City of Canton Purchasing Department  
Email: [purchsing@cantonohio.gov](mailto:purchsing@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.

## Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge Water Department

- 6.4 The lagoons were put on-line in March of 2019. They were cleaned once in 2020, again in 2021 and in 2022. In 2020, the sludge was not dewatered. It was vacuumed out, directly to hauling containers, and taken to the landfill as a liquid. In 2021 and 2022, the sludge was dewatered and taken to the landfill as a solid.

### 7.0 PROPOSAL PAGE INSTRUCTIONS

- 7.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified.
- 7.2 Prices shall include all of the requirements listed in the specifications.
- 7.3 Proposal Page Item 1 Description for Sludge Removal and Disposal, Complete (Lump Sum):
- 7.3.1 This is a lump sum, complete bid item which must include all materials, equipment and labor required to remove, dewater (if proposed), transport and disposal of the sludge at an appropriate landfill.
- 7.3.2 Bid item includes, but not limited to, removal, dewatering (if proposed) and off-site disposal a sludge depth, listed below, for each lagoon:
- Lagoon 1 = 29”
  - Lagoon 2 = 29”
  - Lagoon 3 = 29”

These depths are from the top of concrete floor to the top of sludge, at the N.E. corner, outside of the effluent chambers. See Appendix ‘A’, Lagoons Plans and Sections, sheet 6. Bidders shall bid project for 100% of the sludge to be removed.

The sludge depths were last measured on 6/25/2024 by using a sludge judge at the location stated in the previous paragraph. The depths listed above are projected, anticipated sludge depths for September.

- 7.3.3 Prior to mobilization, the awarded contractor and a representative from the City shall verify the depth of sludge in each lagoon by using a sludge judge at the location previously defined. If the depth of sludge is greater than 1” above the depths listed above, per lagoon, the contractor and City shall come to a written agreement on the volume of sludge to be removed under the lump sum bid. The agreed upon volume shall be based upon the depths listed in Section 7.3.2 and agreed prior to mobilization. If the contractor and City cannot agree on the volume of sludge to be removed, the City reserves the right to terminate the contract and re-award to a different bidder or vendor.
- 7.3.4 Payment will be based on a lump sum bid. The contractor shall calculate the volume of sludge being removed from the depths of sludge listed in Section 7.3.2

## Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge Water Department

of the Bid Specifications and also refer to Section 4.0 “Sludge Analysis” of the Bid Specifications in the Invitation to Bid.

- 7.4 Proposal Page Item 2 Description for Mobilization (Lump Sum):
  - 7.4.1 Mobilization will be paid for by a lump sum price. This price must include the mobilization and demobilization of all necessary equipment and materials required for the project.
  - 7.4.2 If the contractor’s means and methods will result in multiple mobilizations, then all mobilizations shall be included in the one, lump sum, bid price.
  - 7.4.3 Mobilization must include site work and clearing as required for dewatering equipment or truck loading, providing containment to capture all filtrate/centrate and providing any temporary utilities.
  - 7.4.4 Demobilization must include removing all temporary utilities and restoring the site to the existing conditions.
- 7.5 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.
- 7.6 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](mailto: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).
- 7.7 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.
- 7.8 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.

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**Signature Page**

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge**

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 **Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge** 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.**

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**Section VI: Proposal and Signature Pages**

**Proposal Page**

Removal and Disposal of Lagoon Sludge at the  
Canton Water Department Sugar Creek Water Treatment Plant

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

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price in Numbers</b>	<b>Price in Words</b>
1.	Sludge Removal and Disposal, Complete	Lump	1	\$ _____	\$ _____
2.	Mobilization	Lump	1	\$ _____	\$ _____

**Total Bid Price in Figures** \_\_\_\_\_

**Total Bid Price in Words** \_\_\_\_\_

**Total Bid Prices are for Informational Purposes Only.  
Total Unit Prices will govern.**

**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**List below your work plan for removal and disposal of the sludge. Please attach additional sheets if necessary.**

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**Please describe the schedule/availability of your company once notified that the lagoons are ready to be cleaned out. Please attach additional sheets if necessary.**

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**Addenda Acknowledgement**

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

Addenda Number(s)

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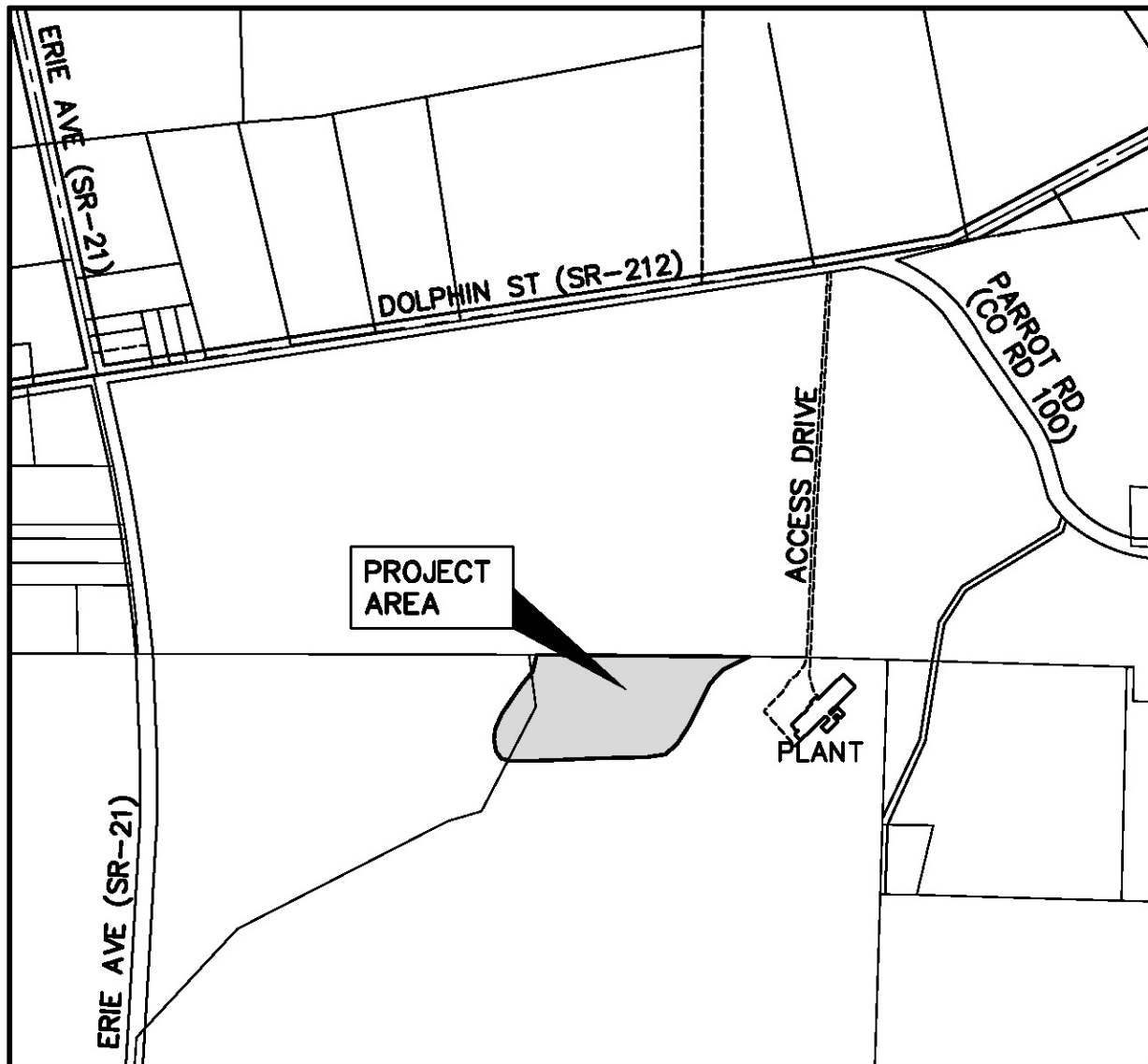
**Sugar Creek Water Treatment Plant Lagoon Cleanout, Removal & Disposal of Sludge  
Water Department**

**APPENDIX 'A'**

**SUPPORTING DOCUMENTATION**

- Location Maps:
  - Plant Location Map
  - Lagoon Location Map
- Lagoon Plans and Sections
- Sludge Analysis Report

# CANTON SUGARCREEK WATER TREATMENT PLANT



## LOCATION MAP

(NOT TO SCALE)

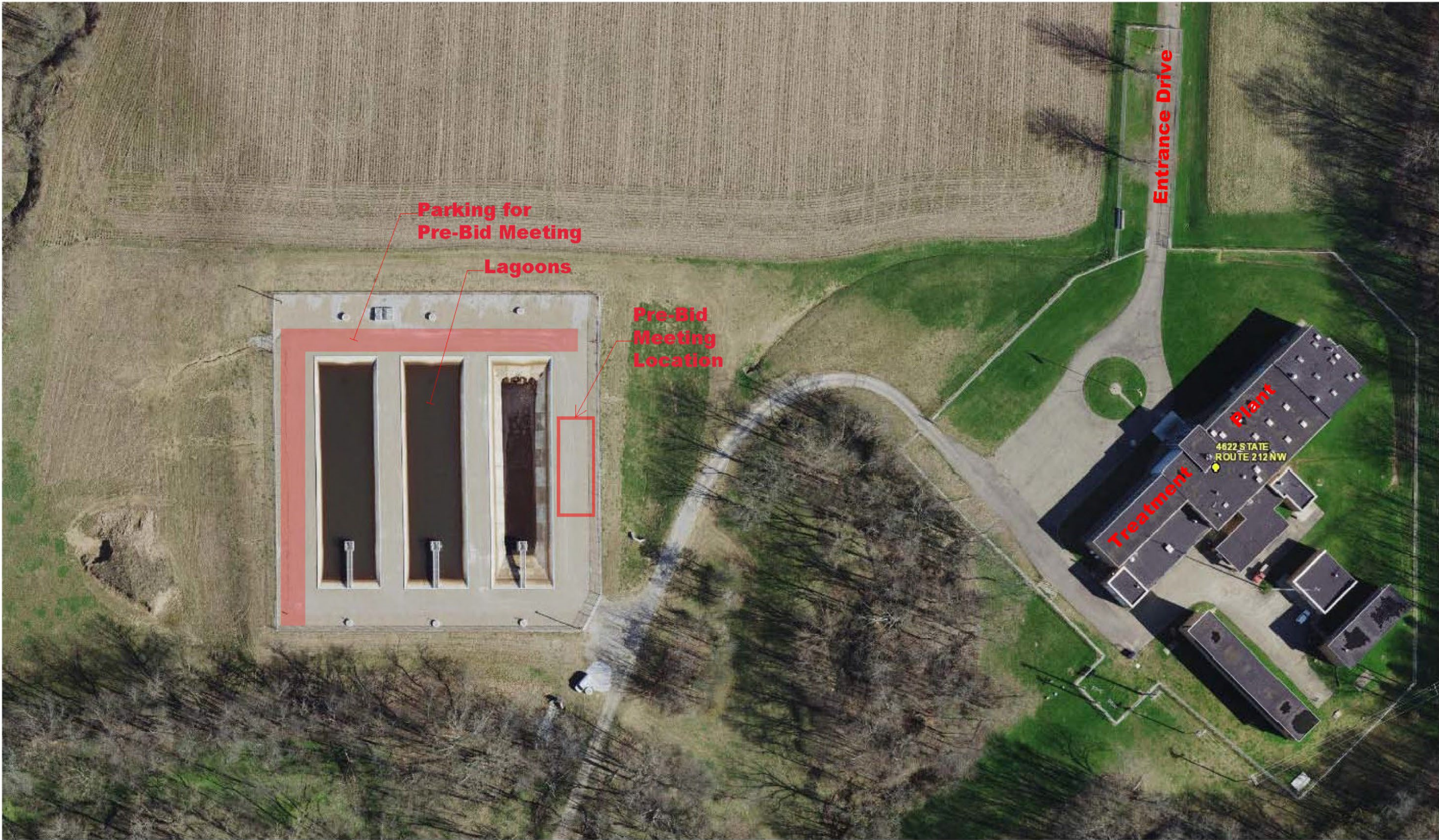
LOCATED IN FRANKLIN TOWNSHIP, TUSCARAWAS COUNTY, OHIO

LATITUDE: 40.647301 LONGITUDE: -81.536557

GOOGLE MAPS ADDRESS: 9649 DOLPHIN ST SW  
BEACH CITY, OHIO 44608

COMPANY/CONTACT: CITY OF CANTON WATER DEPARTMENT  
ATT.: BRENT BURRIER  
2664 HARRISBURG ROAD NE  
CANTON, OHIO 44705  
PHONE: 330-438-6569  
E-MAIL: [brent.burrier@cantonohio.gov](mailto:brent.burrier@cantonohio.gov)



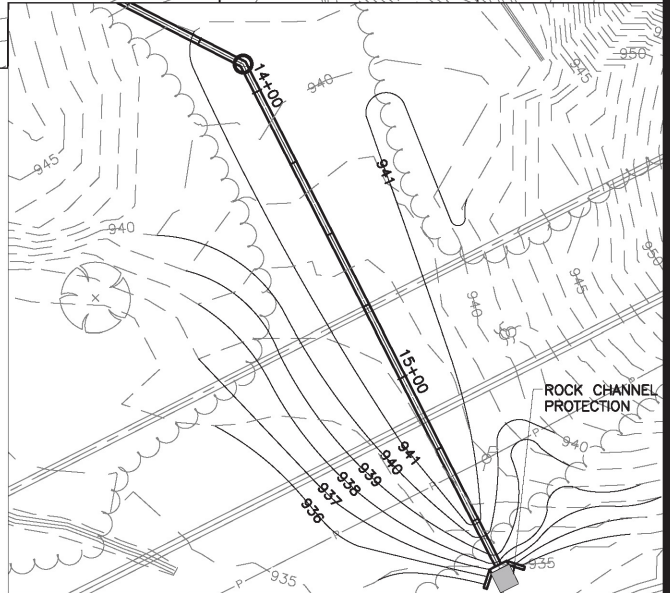
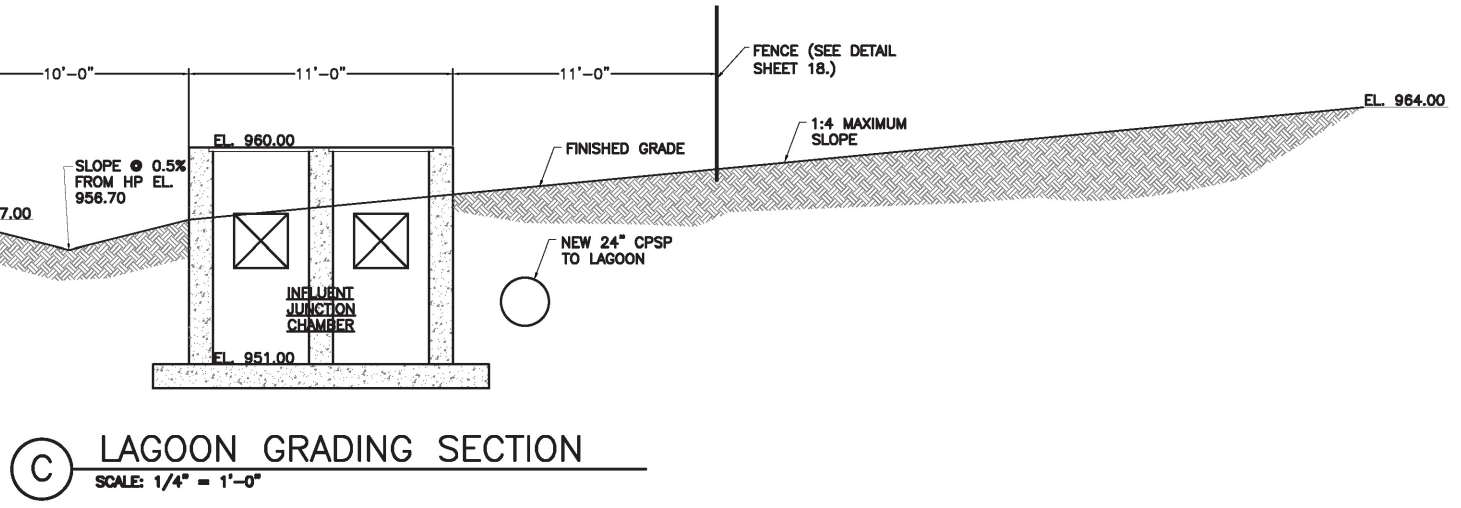
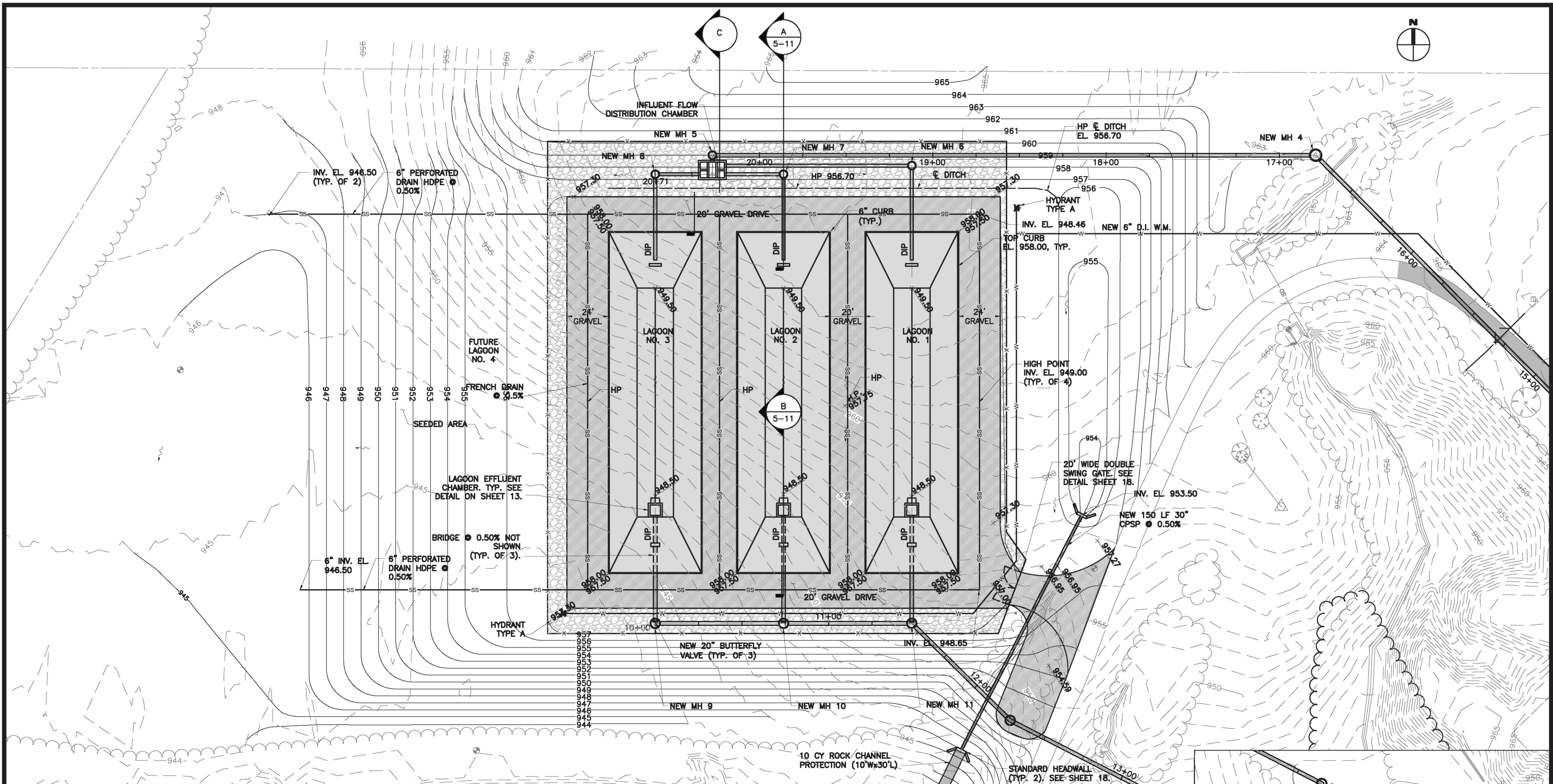


**LAGOON LOCATION MAP**

Scale: none

PLOTTED: 4/25/2017 4:21:17 PM

P:\PR54872\Cadd\4 Final Grading Plan.dwg 4/20/2017 2:45:14 PM SenLita, Kelsie



**BURGESS & NIPLE**  
 100 WEST ERIE STREET  
 PAINESVILLE, OHIO 44077

CITY OF CANTON, OHIO  
 SUGAR CREEK WATER TREATMENT PLANT  
 BACKWASH WATER TREATMENT IMPROVEMENTS

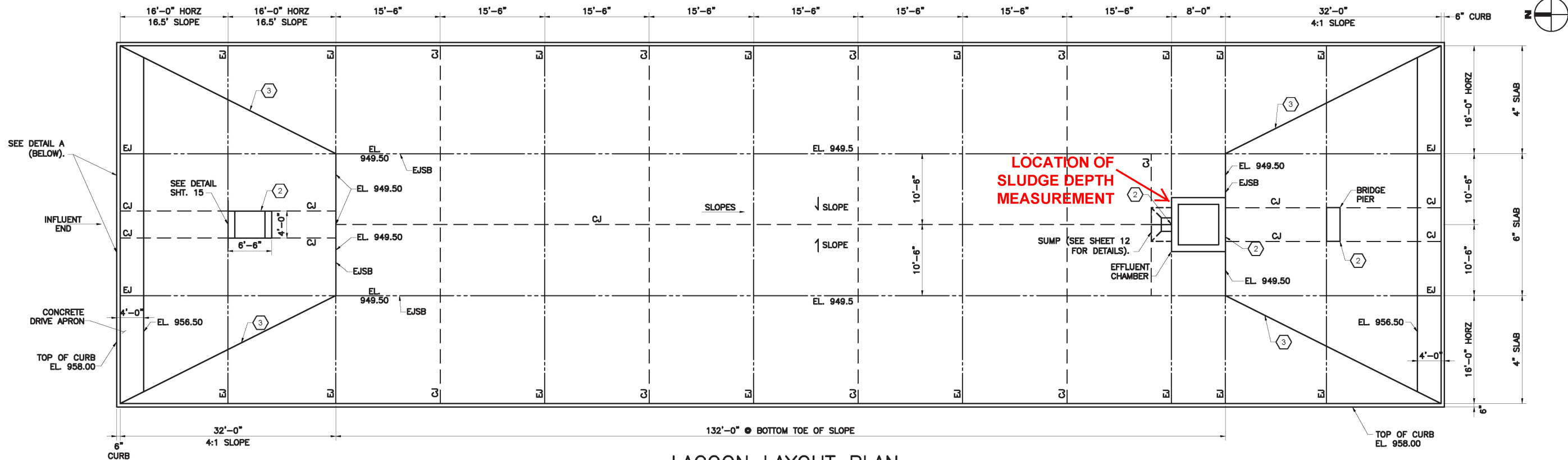
NO.	DESCRIPTION	DATE

JOB NO: PR54872  
 DATE: JAN 2017  
 DESIGNED BY: RRH  
 DRAWN BY: RRH  
 CHECKED BY: CMS  
 APPROVED BY: CMS  
 SCALE: 1" = 30'

LAGOON GRADING PLAN

PLOTTED: 4/25/2017 4:22:29 PM

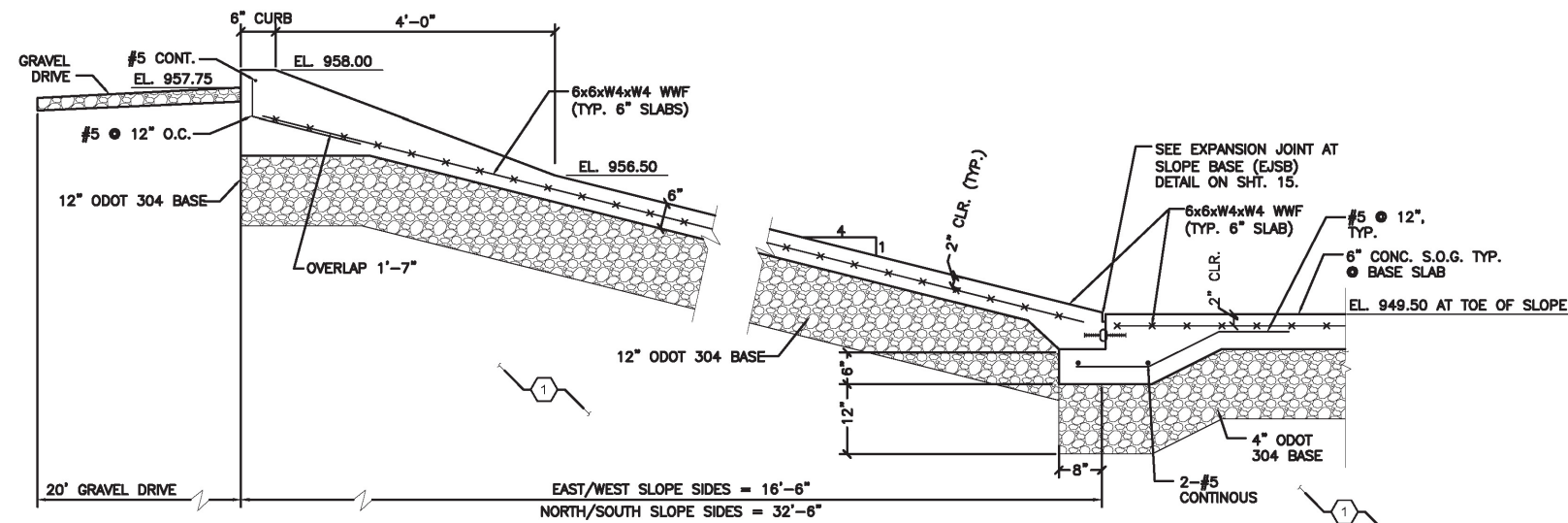
P:\PR54872\Cadd6 LAGOON PLAN AND SECTION.dwg 4/20/2017 2:55:47 PM Serula, Kelsie



### LAGOON LAYOUT PLAN

SCALE: NONE

NOTE: ALL JOINTS TO BE WATER STOPPED. SEE DETAILS SHT 15.



PROVIDE CONSTRUCTION JOINTS, IF REQUIRED, PER DETAIL ON SHEET 21

1 ALL EXCAVATION AND BACKFILL SHALL BE MONITORED BY AN APPROVED GEOTECHNICAL ENGINEERING COMPANY HIRED BY THE CONTRACTOR. ALL REPORTS ON APPROVED FILL MATERIALS, EXCAVATION, COMPACTION OF FILL MATERIALS AND APPROVAL OF SLAB-ON-GRADE BEARING SURFACES MUST BE SUBMITTED TO THE ENGINEER. IN PLACE DENSITY TESTS TO VERIFY COMPACTION ARE REQUIRED.

REMOVE AND DISPOSE OF SOFT AREAS AND ALL ORGANIC SOILS AND UNSUITABLE FILLS ENCOUNTERED WITHIN AND BELOW THE AREA TO BE OCCUPIED BY THE SLABS-ON-GRADE.

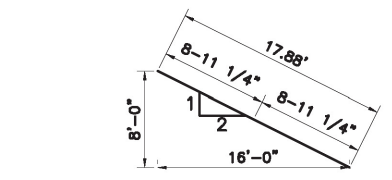
CONTRACTOR SHALL PROVIDE BACKFILL AND EMBANKMENT MEETING THE REQUIREMENTS OF SPECIFICATIONS 31 23 00, GRANULAR BACKFILL (2.1.C) TO RAISE THE GRADE OF THE LAGOON BOTTOM AND SIDE SLOPES FOR PLACEMENT OF THE ODOT 304 BASE AND CONCRETE SLAB. COMPACT AGGREGATE MATERIAL PER SPECIFICATION 31 23 00, PART 3.9.C.3.

2 WATER STOPPED EXPANSION JOINT AROUND STRUCTURES. SEE DETAIL SHEET 15.

3 VALLEY LINE.

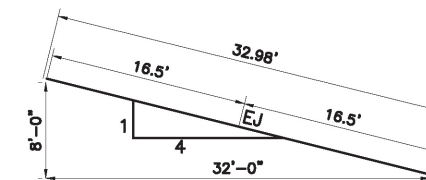
NOTE:

1. SEE SHT 15 FOR LAGOON UNDERDRAIN.



### 2:1 SIDE SLOPE GEOMETRY

SCALE: NONE



### 4:1 END SLOPE GEOMETRY

SCALE: NONE

**BURGESS & NIPLÉ**

100 WEST ERIE STREET  
PAINESVILLE, OHIO 44077

CITY OF CANTON, OHIO  
SUGAR CREEK WATER TREATMENT PLANT  
BACKWASH WATER TREATMENT  
IMPROVEMENTS

NO.	DESCRIPTION	DATE

JOB NO:	PR54872
DATE:	JAN 2017
DESIGNED BY:	RRH
DRAWN BY:	RRH
CHECKED BY:	CMS
APPROVED BY:	CMS
SCALE:	NONE

LAGOON PLAN & SECTION

6

SHEET: 6 OF 24


**CERTIFICATE OF ANALYSIS**  
 Reported by Alloway - Marion

Chain of Custody attached

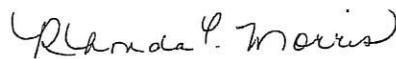
 Canton, City of  
 Attn: Chris Boehm  
 2664 Harrisburg Rd. NE  
 Canton, OH 44705

**Lab Project #** M20-14197  
**Received:** 2/26/2020  
**Reported:** 3/4/2020  
**Date/Time Sampled:** 02/25/2020 10:15  
**Sampled By:** CB  
**Sampled Matrix:** Sludge  
**Containers:** 3  
**Collection Method:** Grab

**Project Name:** SC Sludge  
  
**Sample ID:** SC Sludge  
**Lab Sample #** M20-14197-01

Analyte	Results	Units	PQL	Analyst	Extraction Date	Analysis Start Date/Time
<b>Analytical Method: EPA 1020A</b>		<b>Preparation Method:</b>		<b>Validation Date: 3/4/2020</b>		
Flashpoint	>110	o C	20	LGE		02/28/2020 08:15
<b>Analytical Method: EPA 9095B</b>		<b>Preparation Method:</b>		<b>Validation Date: 3/4/2020</b>		
Paint Filter	0	Pass / Fail		LGE		02/27/2020 09:00
		Fail				
<b>Analytical Method: SM 4500-H B-11</b>		<b>Preparation Method:</b>		<b>Validation Date: 3/4/2020</b>		
pH, Laboratory Analyzed (Estimate)	7.8	S.U.	1.0	LGE		02/27/2020 05:30
<b>Analytical Method: EPA 6010C</b>		<b>Preparation Method: EPA-3010A</b>		<b>Validation Date: 3/4/2020</b>		
Arsenic, TCLP	<0.10	mg/L	0.10	CMB		03/03/2020 10:11
Barium, TCLP	<1.00	mg/L	1.00	CMB		03/03/2020 10:11
Cadmium, TCLP	<0.05	mg/L	0.05	CMB		03/03/2020 10:11
Chromium, TCLP	<0.05	mg/L	0.05	CMB		03/03/2020 10:11
Lead, TCLP	<0.10	mg/L	0.10	CMB		03/03/2020 10:11
Selenium, TCLP	<0.10	mg/L	0.10	CMB		03/03/2020 10:11
Silver, TCLP	<0.10	mg/L	0.10	CMB		03/03/2020 10:11
<b>Analytical Method: EPA 7470A</b>		<b>Preparation Method: EPA 7470A</b>		<b>Validation Date: 3/4/2020</b>		
Mercury, TCLP	<0.0020	mg/L	0.0020	DLQ		02/28/2020 12:43
<b>Analytical Method: EPA 1311 (1992)</b>		<b>Preparation Method:</b>		<b>Validation Date: 3/4/2020</b>		
TCLP extraction	*	Y/N		KVS		02/26/2020 15:15

Analysis Certified By:



Rhonda C Morris

*This report shall not be reproduced, except in its entirety, without the written approval of the laboratory. The results presented on this Certificate of Analysis only reflect those parameters that were requested by the client on the chain of custody or other documentation received with the sample(s). The analytical results relate only to the items tested. Analytical results are based on dry-weights for solid samples, unless otherwise specified.*