

# Invitation to Bid

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

Demolition of Multiple Sites on Arlington Ave SW

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**Item/Project**

Building Code Department and Department of Development

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**Responsible Department**

March 9, 2020 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**

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**LEGAL NOTICE**  
**Ordinance 189/2020**

Sealed bids will be received by the City of Canton (the "City"), as provided in this notice for the Arlington Area Demolition Project (the "Project"), Ordinance 189/2020. Contract documents, which include additional details of the Project, are on file and available from the City of Canton's web site (<https://cantonohio.gov/purchasing/>).

Bids shall be enclosed in a sealed envelope addressed to the City of Canton, 218 Cleveland Ave. SW, Purchasing Dept/Fourth Floor, Canton, Ohio 44702 and plainly marked on the outside "Arlington Area Demolition Project PROJECT BID." Bids will be received on or before 2:00:00 PM, local time, 3/9/2020 and will be opened shortly thereafter.

Questions regarding plans and specifications should be addressed in writing to Purchasing Department, at [purchasing@cantonohio.gov](mailto:purchasing@cantonohio.gov).

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. All bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. After submission and opening, no bidder may withdraw its bid within 60 days after the opening; the City reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

Published in The Repository on February 24, 2020 and February 29, 2020

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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 (Page 1)
- \_\_\_\_\_ Legal Notice (Page 2)
- \_\_\_\_\_ Section I: Table of Contents and Bidder's Checklist (Page 3)
- \_\_\_\_\_ Section II: Bid Forms and Instructions (Pages 4-22)
  - \_\_\_\_\_ 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 (Page 23-24)
- \_\_\_\_\_ Section IV: Canton Codified Ordinances (Pages 25-30)
- \_\_\_\_\_ Section V: Bid Specifications (Pages 31-38)
- \_\_\_\_\_ Section VI: Proposal and Signature Pages (Pages 39-42)
- \_\_\_\_\_ Exhibit A: Pictures of Properties
- \_\_\_\_\_ Exhibit B: Federal Labor Standards Provisions
- \_\_\_\_\_ Exhibit C: Davis Bacon Prevailing Wage Rates
- \_\_\_\_\_ Exhibit D: Section 3 Requirements

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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 10 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 Safety 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

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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 \_\_\_\_\_

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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.	
A    B    C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**IV. EMPLOYMENT DATA**

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

**MALE:**

**FEMALE:**

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

**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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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:**

\_\_\_\_\_



**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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 Safety 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 Safety 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.**



**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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.

_____
_____
_____
_____



**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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 \_\_\_\_.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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.**

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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)

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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)

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**Bid Form 11: W9 Tax Form**

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

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**City of Canton Income Tax Department**

**Office Address**

424 Market Ave. N  
Canton OH 44702

**Correspondence Address**

P.O. Box 9940  
Canton, OH 44711

**Phone:** (330) 430-7900

**Fax:** (330) 430-7944

**Email:** [cantontax@cantonohio.gov](mailto:cantontax@cantonohio.gov)

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

**Provision 1**

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

**Provision 2**

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

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

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.  
(Ord. 95-2014. Passed 5-5-14.)

**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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

*(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; laid off; and terminated. The contractor agrees to and shall post in

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

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.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

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:
  1. 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.
  2. 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.
  3. Cancellation of the public contract and declaration of forfeiture of the performance bond.
  4. 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.)*

**6. Chapter 1319.06 - Demolition Standards.**

- a. Any person, firm or corporation demolishing any building or part thereof shall adhere to the following standards:
  1. All utility services shall be disconnected and equipment removed by the utility companies. (Contractor to notify utility companies)
  2. All concrete basement floors shall be broken up for proper drainage.
  3. All basement walls shall be reduced to two feet below existing ground level.
  4. All sanitary and storm sewers shall be plugged at the outlet with concrete.
  5. A basement cavity may be filled with noncombustible material to a level two feet below existing ground level, as noted in subsection (a)(3) hereof. Such noncombustible material shall not exceed an individual dimension larger than a standard cement block.
  6. From two feet below existing ground level to existing ground level, the basement cavity shall be filled with clean fill material and crowned to provide for proper drainage after settlement.
  7. All rubbish, debris, lumber, glass or other materials from a razed or demolished building shall be removed upon completion of demolition.
  8. Four inches of top soil shall be evenly spread over entire site and graded to conform to adjacent properties.
  9. Apply seed mixture of 50% rye/50% bluegrass at a rate of 5 pounds per 1,000 square feet. Rake to incorporate seed into soil.
  10. Any person demolishing a building or part thereof shall erect barricades as specified by the Code Enforcement Department and

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

shall provide lights at the barricades between sunset and sunrise.

11. Any person, firm or corporation demolishing any building or part thereof shall provide to the Building Department, prior to the issuance of a demolition permit, a certificate issued by a pest control operator certifying that the property to be demolished is free and clear of food products pests and/or rodent infestation; and if food products pests and/or rodent infestation is found to be on the premises, the property shall be exterminated prior to demolition.
  12. Any person, firm or corporation demolishing any building or part thereof shall provide to the Building Department, prior to the issuance of a demolition permit, a certificate or other documentary proof establishing that the site at which the demolition materials are to be disposed of has been properly certified as an approved materials disposal site or transfer site approved by the applicable state and/or local site approval authorities. If the disposal location is in the Stark County District, the contractor must provide the Building Department with a copy of their demolition materials disposal site or transfer site permit issued by the Stark County Board of Health.
  13. If any building or part thereof which is being razed or demolished contains asbestos in quantities or under circumstances subjecting such asbestos to federal and/or state asbestos removal regulations, the removal of such asbestos shall be performed only by a person, firm or corporation certified by the applicable federal and/or state approval authorities for such removal and shall be performed in accordance with the methods and procedures required by applicable federal and/or state statutes and regulations. If there is any question or uncertainty regarding the existence of asbestos subject to federal or state asbestos removal regulations, no permit shall be issued and no work shall be commenced until a determination of the need for special asbestos removal procedures has been determined by the Building Department and/or City or County Health Department.
- b. The Director of Public Safety, through the Building Department or such other department designated by the Safety Director, shall have the authority to implement any and all such requirements as may be necessary to effect the complete, safe and sanitary demolition of all properties, and to include the reclamation of the property following demolition.

*(Ord. 204-94. Passed 8-22-94.)*

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**Section V: Bid Specifications**

**SPECIFICATIONS**

**1.0 SCOPE AND CLASSIFICATION**

- 1.1 **Scope:** The City of Canton is accepting bids for the demolition of Multiple Sites on Arlington Ave SW.
- 1.2 **Classification:** The successful bidder will demolish and adhere to all bid specifications contained herein.

**2.0 APPLICABLE PUBLICATIONS & STANDARDS**

- 2.1 All demolition work shall be completed according to all applicable federal, state, and local ordinances. Specifically, Canton Codified Ordinance 1319.06 Demolition Standards must be followed. This Ordinance is contained in Section IV of this Invitation to Bid.

**3.0 REQUIREMENTS**

- 3.1 General Conditions and Requirements
  - 3.1.1 Price: All bidders are required to bid fixed, firm pricing in the spaces provided on the proposal page.
  - 3.1.2 By submitting a bid, bidder agrees that he/she has read and understands the bid documents (which will become part of the resulting contract) and agrees to comply with all requirements of the bid documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
  - 3.1.3 The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the bid documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the bid documents.
  - 3.1.4 The Bidder understands that the execution of the demolition will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum shall cover all amounts due from the City resulting from interference, disruption, hindrance, or delay that is not caused by the City or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the City and that the Contractor's sole remedy from the City for any

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the bid/contract documents.

- 3.1.5 The Bidder agrees to furnish information requested by the Contracting Authority to evaluate the lowest and best bidder.
- 3.1.6 Bidder acknowledges that by signing the bid page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
- 3.2 Bidder/Contractor Requirements:
  - 3.2.1 All contractors must be current licensed demolition contractors with the City of Canton Building Department.
  - 3.2.2 Contractors must comply with all bond and insurance requirements as required in these bid documents.
  - 3.2.3 Logistics Plan: The awarded contractor will be required to submit a Logistics Plan prior to the work being started. This logistics plan shall include at a minimum:
    - 3.2.3.1 Safety Plan including: Emergency Plan of Action, Day-to-day access for Police, Fire and EMT, Emergency contact names and telephone numbers, Methods to protect adjacent property as well as the neighborhood (structures, utilities, sidewalks, streets, curbs, trees, lawns, etc.) and a Traffic Management.
    - 3.2.3.2 Project personnel (contact information and resume) including: Project Manager, Project Superintendent, Equipment Operators and other pertinent individuals as well as Subcontractor Personnel.
    - 3.2.3.3 Project Schedule including: Package Start and End date, Per address EPA 10-day notifications, Per address Abatement and Demolition target dates, Per address Grading and Seeding target dates, Per address target Final Inspection dates.
    - 3.2.3.4 Logistics outline including: Stationing of equipment and manpower at the addresses as well as the neighborhood, anticipated movement of equipment and method to minimize disruption to the neighborhood.
  - 3.2.4 All bidders are required to fill out the Bidder Affirmation & Disclosure Form included as a part of the Proposal Pages.
- 3.3 Demolition Requirements:

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

- 3.3.1 All work shall be done in accordance with Canton Codified Ordinance Section 1319.06 Demolition Standards. This Ordinance can be found in Section IV of this Invitation to Bid.
- 3.3.2 All Demolition Permits must be obtained from the Canton Building Department before work begins.
- 3.3.3 Demolition Contractor must provide the Canton Building Department with a diagram showing where the Lateral Sewer Line(s), Storm Drain Line(s) & Down Spout Drain line(s) coming from each property have been capped, Contact Jerod Pennix in the Building Department when the sewer line is capped so he can inspect the capping & take pictures. If Jerod is not available, the contractor must take a picture of the sewer cap & provide a copy to both the Building & Development Departments. Failure to provide this information may result in being ordered to dig up the backfill material to show proof this work has been done. Contact information is below.
- 3.3.4 Demolition contractors are responsible to replace any public sidewalks that are damaged as a result of the demolition process.
- 3.3.5 Contractors are also responsible to repair any damage done to neighboring properties caused by the demolition process.
- 3.3.6 Contractor must notify Building Department & Development Department the date & time the demolition will begin at each property so inspectors can monitor the project from start to finish to ensure all demolition requirements are met.  
Building Department: (330) 430-7800 - Jerod Pennix (330) 438-4708 -  
Cell (330) 413-9681 or J.R. Rinaldi (330) 438-4716 - Cell 330-417-6351
- 3.3.7 Contractor must submit a before, during, & after demolition photo of property with a background landmark, taken from the same location for each property. The photos shall be taken from identical location/angle and incorporate a consistent landmark or adjacent architectural element in all three photos. Without these photographs, payment for demolition will not be made.
- 3.3.8 The demolition is for seven properties as listed in Exhibit A.  
**Please note that this is a Regulated Asbestos-Containing Material (RACM) demolition. The demolition and disposal of all materials must be completed as such.**
- 3.3.9 Remove front sidewalk and one step to public sidewalk.
- 3.3.10 Remove front steps to porch.
- 3.3.11 Remove rear steps.
- 3.3.12 Remove all fencing from lot.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

- 3.3.13 Remove driveway and pads.
- 3.3.14 Remove all trees and vegetation from entire lot.
- 3.3.15 Use 4" of screened topsoil over a crowned lot with no humps or bumps throughout.
- 3.3.16 Scrape clean devil strip to curb/sidewalk level & reseed.
- 3.3.17 Edge all sidewalks/curbs and scrape overgrowth off of sidewalk.
- 3.3.18 Plate sidewalks to prevent damage to existing sidewalk from equipment.
- 3.3.19 Entire lot is to be cleared and properly finish graded.
- 3.3.20 Check with Building Code on final grade elevations unless noted in this scope.
- 3.3.21 All trees (including trees in the Devil strip), saplings, shrubs/vegetation are to be removed unless directed otherwise by the Building Department. Grind all tree stumps below level of new grade.
- 3.3.22 Clean up of site: In addition to final cleanup of site, daily clean up shall be provided. All blowing debris is the responsibility of demolition contractor. Protect all sidewalks, drives, signs and any other site feature to remain. Site shall be left in a safe condition when contractor personnel are not attending the site.
- 3.3.23 Pictures of the Properties are included and attached as Exhibit A.
- 3.4 The contract(s) that result from this bid process shall require all contractors to carry out each activity in compliance with all Federal Laws and regulations of the Community Development Building Grant (CDBG) Program as applicable.
  - 3.4.1 All Federal Labor Standards Provisions required by the U.S. Department of Housing and Urban Development included in Exhibit B apply to this contract and any subcontracts. This includes all applicable Davis-Bacon Act prevailing wage rates including those rates attached as Exhibit C. Contractor agrees to follow all of said provisions, to pay all applicable wage rates, and to require its sub-contractors to pay all applicable wage rates and follow said provisions. This application applies to all labor and construction included under this agreement in its entirety.
  - 3.4.2 Local Hiring Requirement (LHR) - This contract and any subcontracts in connection with the Work shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Applicable forms and requirements are attached as Exhibit D. Opportunities for training and employment shall be given to lower income residents of the City of

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

Canton or County and/or contracts in connection with the Work shall be awarded to business concerns engaged in the business of construction. Local Hiring Requirement must be 10% of the contract; in accordance with Scope of Work.

3.4.3 Subcontracting

3.4.3.1 The Contractor shall not be required to employ a subcontractor against whom the Contractor has a reasonable objection. The Contractor agrees that the Contractor is fully responsible to the City for (I) the acts and omissions of Contractor's officers, agents, employees, or servants employed or used by the Contractor; and (ii) the acts and omissions of any subcontractors and their officers, agents, employees, or servants, whether directly or indirectly employed or used by a subcontractor. Nothing contained in this Contract shall create any contractual relationship between the City and any subcontractors.

3.4.3.2 All subcontracts entered into by Contractor shall incorporate therein the terms of this Contract.

3.4.3.3 The Contractor shall also use its best efforts to use minority and women's business enterprises for any Work subcontracted in connection with the Project, as provided in Executive Orders 11625, 12432 and 12138.

3.4.3.4 The Contractor shall not, in connection with the Project, enter in any contract with any members, officers, employee, representative or agent of the City, or in which members of the immediate family of such individuals have an interest.

3.5 Records to be maintained: The contractor shall establish and maintain sufficient records to enable the City to determine whether the contract has met the requirements of the CDBG Program. At a minimum, the following records are needed:

3.5.1 Records providing a full description of each activity carried out (or being carried out) in whole or in part with CDBG funds, including its location (if the activity has geographical focus), and the amount of CDBG funds budgeted, obligated and expended for the activity.

3.5.2 Activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements (24 CFR 570.208(b)(2)).

3.5.3 Records that demonstrate the CITY has made the determination required as a condition of eligibility of certain activities, as prescribed in 24 CFR 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

- 3.5.4 Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- 3.5.5 Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 370.301(b) and 570.305 for Entitlement Communities.
- 3.5.6 Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation and replacement housing.
- 3.5.7 Financial records, in accordance with the applicable requirements listed in Section 570.502.
- 3.5.8 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart R of the CDBG regulations.
- 3.5.9 The successful bidder will be required to submit copies of all subcontracts to the City of Canton that are entered into for the completion of the demolition(s).
- 3.6 Contract Non-Performance and Cancellation
  - 3.6.1 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.
  - 3.6.2 If a non-performance or breach is not remedied pursuant to specification 3.3.1, the City of Canton reserves the right to terminate the contract and re-award to a different contractor.
- 3.7 Change Orders
  - 3.7.1 All change orders must be approved by the City of Canton Board of Control and formal change order process in advance to commencing any work covered by said change order.
  - 3.7.2 Any change order in excess of 10% of the original contract price must first be approved by Canton City Council.

**4.0 SAMPLING, INSPECTION, AND TEST PROCEDURES**

- 4.1 All work must be completed to the satisfaction of the City of Canton and City of Canton Building/Code Department.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**5.0 INVOICING**

5.2 Invoicing

5.2.1 Invoices 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.

5.2.2 Invoice address: All invoices shall be submitted to the address on the Purchase Order.

5.2.3 The City requires two (2) invoices for the work: One (1) invoice for the actual demolition work, and one (1) invoice for the grading, seeding & strawing of the properties when the demolition work is finished.

**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. The Board of Control and Director of Public Service reserve the right to waive minor deficiencies contained within a bid.

6.3 Questions and Addenda

6.3.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.

6.3.2 All questions should be directed to:  
Andrew Roth  
City of Canton Purchasing Department  
Email: [andrew.roth@cantonohio.gov](mailto:andrew.roth@cantonohio.gov)

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 Proposal Page Instructions:
  - 6.4.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified. This includes providing the address where bid materials can be obtained by the various City of Canton departments. Distance from City sites to the bidder's loading site may be considered when determining the lowest and best bid.
  - 6.4.2 Prices shall include all of the requirements listed herein.
- 6.5 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.6 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Katie Wise, Assistant Director of Purchasing at [kathryn.wise@cantonohio.gov](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).
- 6.7 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications or the proposal page, the City of Canton may reject said bid.
- 6.8 The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**Section VI: Proposal and Signature Pages**

**Proposal Page**

**Demolition of Multiple Sites on Arlington Ave SW**

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.

Bid Price (In Figures)	Bid Price (In Words)

**Addenda Acknowledgement**

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

Addenda Number(s) \_\_\_\_\_

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**BIDDER AFFIRMATION AND DISCLOSURE**

The Bidder shall provide the names of companies and their locations that provide services under this Contract in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces. Also, please attach additional copies of this sheet if necessary.

1. Subcontractors:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Canton Contractor's Registration #/expiration date  
#/expiration date

\_\_\_\_\_  
Ohio Contractor's License

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Canton Contractor's Registration #/expiration date  
#/expiration date

\_\_\_\_\_  
Ohio Contractor's License

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Canton Contractor's Registration #/expiration date  
#/expiration date

\_\_\_\_\_  
Ohio Contractor's License

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

2. Disposal Site (Solid Waste):

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Canton Contractor's Registration #/expiration date  
#/expiration date

\_\_\_\_\_  
Ohio Contractor's License

3. Disposal Site (Hazardous Waste):

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Canton Contractor's Registration #/expiration date  
#/expiration date

\_\_\_\_\_  
Ohio Contractor's License

4. Location(s) where data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**Demolition of Multiple Sites on Arlington Ave SW  
Building Code Department and Department of Development**

**Signature Page  
Demolition of Multiple Sites on Arlington Ave SW**

To the Director of Public Safety 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 **Demolition of Multiple Sites on Arlington Ave SW** in accordance with all specifications on file to the satisfaction of the Director of Public Safety of said City.

The bidder hereby agrees that the Director of Public Safety 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.**