



THE CITY OF
TALLMADGE
HISTORY MOVING FORWARD

SPECIFICATIONS & PROPOSAL:

Sewer and Pipe Repair

Bids due by: *November 30, 2022 @ 10 a.m.*

Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

David G. Kline, Mayor
Michael Rorar, Director of Public Service

46 North Avenue, Tallmadge, Ohio 44278

Phone 330-633-0854 ▪ Fax 330-633-1359

**City of Tallmadge Department of Public Service
Invitation to Bid**

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Wednesday, November 30, 2022, with bids being opened immediately thereafter in the Lower-Level Conference Room of the Municipal Building for:

Sewer and Pipe Repair

It is the intent of the City of Tallmadge (the City) to establish an annual contract with a qualified contractor(s) to provide sewer and pipe repair services on an “as needed basis” for the City.

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at <https://www.tallmadge-ohio.org>

Bidders must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Bid Proposal form. Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

A bid bond equal to 100% of the bid or a certified check, cashier’s check, or a letter of credit in the amount of 10% of the bid to be held as guarantee that in the event a contract is awarded to the bidder, such contract will be duly executed, and its performance properly secured. 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.

The award of this contract shall be to the lowest and best bidder. The City reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City.

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

Please contact Tina Fiocca in the Public Service Department at tfiocca@tallmadge-ohio.org if you have any questions regarding this bid.

Michael Rorar
Director of Public Service
Ordinance 2022-66

Published in the Akron Beacon Journal:
November 13, 2022
November 20, 2022

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 Tallmadge (the City). 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)
- _____ Invitation to Bid (Page 2)
- _____ Table of Contents and Bidder's Checklist (Page 3)
- _____ Section I: Instruction to Bidders (Pages 4 - 5)
- _____ Section II: Bid Forms (Pages 6 - 21)
 - _____ Bid Form List
 - _____ Bid Form 1: Note
 - _____ Bid Form 2: Bid Guaranty and Contract Bond
 - _____ Bid Form 3: Non-Collusion Affidavit
 - _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 6: Certification of Drug Free Workplace
 - _____ Bid Form 7: Certification for Local Preference Certification
 - _____ Bid Form 8: Affidavit in Compliance with Section 3517.13
 - _____ Bid Form 9: Independent Contractor Anti-Bias Disclosure
 - _____ Bid Form 10: Certification of No Personal Interest
 - _____ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
 - _____ Bid Form 12: OPERS Form
- _____ Section III: Bid Specifications (Pages 22 - 27)
- _____ Section IV: Proposal and Signature Pages (Pages 28 - 30)
- _____ Section V: Tallmadge Codified Ordinance (Pages 31)
- _____ Section VI: Equipment List (to be submitted with bid) (Page 32)
- _____ Section VII: Bidder References (to be submitted with bid) (Page 33)
- _____ Section VIII: Experience of Management/ Supervisory Personnel (to be submitted with bid) (Page 34)
- _____ Section IX: Prevailing Wage Requirements and Affidavit of Compliance (Pages 35-36)

SECTION I: INSTRUCTIONS TO BIDDERS

All pages of the Bid Proposal, Specifications and Contract Documents must be intact and included in the bid submittal. Bidders must use the forms provided on the City of Tallmadge (the City) website as none other will be accepted.

The City does encourage bidders to submit all bid forms with their bids.

Submit all bids to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Invitation to Bid posted on the City's website at <https://www.tallmadge-ohio.org/bids>

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department, no later than 10:00 a.m. on Wednesday, November 30, 2022. The Public Service date/time stamp is the official date/time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM local time on Wednesday, November 30, 2022.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this invitation for bid.

All addendums will be posted on the City website through Vendor Registry. It is the bidder's responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders. All bidders should register with www.vendorregistry.com so that the City has all the necessary vendor information.

The term of this contract shall be for three (3) years, with the option to renew for two (2) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor. The City may award multiple contracts including potentially primary and secondary contracts.

The work to be accomplished under this Contract requires experience in excavation and pipe installation. In reviewing bids to determine who is the lowest and best, the City will take into consideration the extent to which the bid conforms to the bid specifications and the qualifications of the bidder to satisfactorily implement the requirements of the Contract. The City specifically reserves the right to reject any bids for which the bidder fails to demonstrate the ability to provide the service required in a responsible manner.

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

Bids will be awarded to the lowest and best bidder. The City will evaluate each proposal for responsiveness to the specifications and check references and thereby make an award accordingly. Should the successful bidder not be able to provide the required services, the City reserves the right to request service from other sources.

After award of the bid, by the City, the successful bidder will receive an official award notification from the City. The signed contract will represent agreement between the City and the successful bidder for sewer and pipe repair services (all terms of the bid specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The contractor shall provide to the City a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The City of Tallmadge must be included as an additional insured.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

After satisfactory completion of services, the Contractor shall forward invoice(s) to the following address: The City of Tallmadge, Public Service Department, 46 North Ave., Tallmadge, Ohio 44278.

SECTION II: BID FORMS

- _____ Bid Form 1: Note
- _____ Bid Form 2: Bid Guaranty and Contract Bond
- _____ Bid Form 3: Non-Collusion Affidavit
- _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
- _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
- _____ Bid Form 6: Certification of Drug Free Workplace
- _____ Bid Form 7: Certification for Local Preference
- _____ Bid Form 8: Affidavit in Compliance with Section 3517.13
- _____ Bid Form 9: Independent Contractor Anti-Bias Disclosure
- _____ Bid Form 10: Certification of No Personal Interest
- _____ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
- _____ Bid Form 12: OPERS Form

NOTE

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

(Signature of Officer, Partner or Owner)

(Date)

(Business Address of Bidder)

(Business Phone Number of Bidder)

CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of: _____

_____ on
(State Amount)

(Name of Bank or Bonding Company)

deposited herewith.

(Bidder)

(Date)

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

BID GUARANTY AND CONTRACT BOND

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

CITY OF TALLMADGE, OHIO

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

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for

the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

_____ day of _____, 20_____.

_____ Principal

By _____

_____ Surety

By _____

Address _____

Phone No. _____

(SEAL)

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

CERTIFICATION OF
DRUG FREE WORKPLACE

BIDDER'S NAME: _____

ADDRESS:

CITY, STATE:

Project:

CERTIFICATION

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

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

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

DATE: _____

Signature: _____

Title:

CERTIFICATION FOR
LOCAL PREFERENCE

The undersigned bidder does hereby certify that their principal place of business is within the corporate limits of the City of Tallmadge, Ohio or within the Brimfield / Tallmadge JEDD Area and that he qualifies as a **“local business”** by complying with the following policy as established by Ord. 126-97 Section 143.06:

Local Preference Policy

A. DEFINITIONS:

1. “Business” means a domestic corporation, sole proprietorship, partnership, or joint venture whose principal place of business is located in Tallmadge, Ohio or is located within the area designated as a Joint Economic Development District as established by the City of Tallmadge and the Township of Brimfield. If one party to joint venture has its principal place of business in Tallmadge, Ohio, or is located within the Joint Economic Development District, the joint venture shall be considered as having its principal place of business in Tallmadge. No business as defined herein shall benefit from the local preference policy unless it is participating in the JEDD by withholding and paying City income tax.

2. “Bidder” means the respondent to invitations to bid and/or to requests for proposals.

B. Bidders having established their principal place of business in Tallmadge, Ohio for two successive calendar years immediately preceding the bid opening date or proposal date, may be preferred as lowest if their bid does not exceed the lowest bid by more than 3%, not to exceed ten thousand dollars (\$10,000) of the apparent low bid.

C. To qualify for local preference bidders shall include the following on their bid or proposal documents:

1. Certification that “The bidder of offer hereby certifies that its principal place of business is in Tallmadge, Ohio and has been for at least two successive years immediately preceding the opening date herein”.

2. Location of principal place of business.

3. Date of business establishment

4. If the bid is for a City vehicle or motor vehicle or accessory, the bidder’s price shall be the same as or lower than the State Purchasing Program price.

D. Each bidder shall have only one principal place of business.

E. Local preference may be applied as provided herein where prohibited by state or federal law.

F. Local preference may be applied in considering the lowest bid and shall not waive or nullify evaluation of bidders which are responsive and responsible or lowest and best.

G. In determining the qualifications of bidders for supplies, commodities, materials, equipment, furnishings or general services as lowest responsive and responsible or lowest and best bidder, the Board of Control shall exercise a preference of local bidders as provided for herein. The local preference shall apply to contracts for the building, repair or renovation of public buildings or improvements

BIDDER’S NAME _____ DATE BUSINESS ESTABLISHED _____

Location of principal place of business _____

Successive years at this location immediately prior to bid opening date: _____

DATED _____ Signed _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF _____ ss:

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

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

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

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

Signature _____

Title _____

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

Notary Public _____

My Commission Expires _____

CITY OF TALLMADGE
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

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

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

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

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

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

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

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

Print Name

Signature

Date

CITY OF TALLMADGE
CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

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

DATE: _____

CONTRACTOR:

Name of Organization

Signature Title

OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

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

Question 1:

Are you a sole proprietor/independent contractor?

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

No. Please go to Question 2.

Question 2:

Are you a business entity with less than 5 employees?

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

No. Please sign the statement below.

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

Signature

Title

Printed Name

STEP 3: Acknowledgment

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

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

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

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

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

Signature _____ Today's Date ____/____/____
Do not print or type name

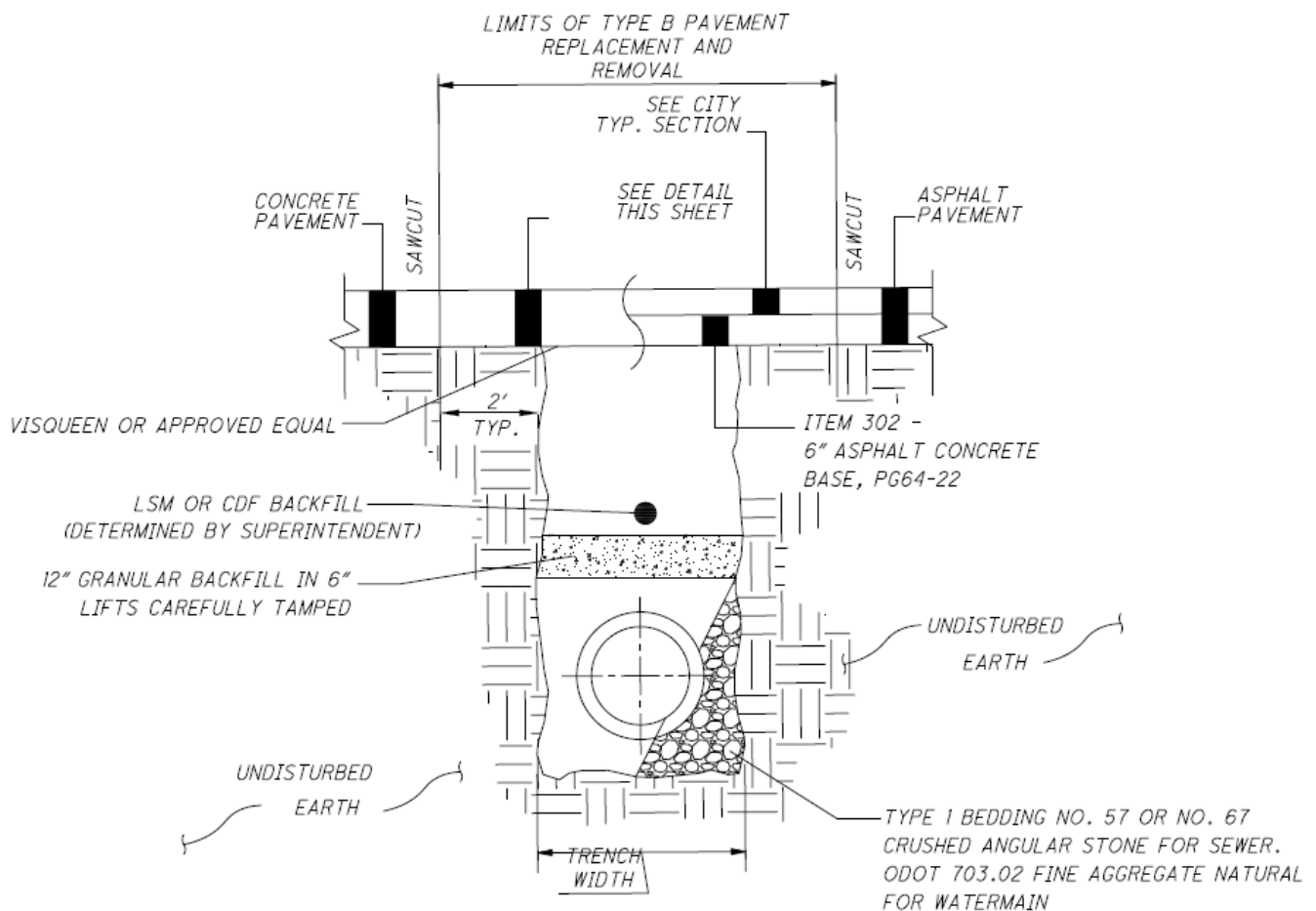
SECTION III: BID SPECIFICATIONS

A. SCOPE OF WORK

1. The City of Tallmadge (the City) is seeking a qualified contractor(s) to perform sewer and pipe repair services and related work. The scope of work is to provide all supervision, labor, tools, equipment, and services required to perform sewer and pipe repair services and related work specified herein. Contractor shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources for excavation, installation and hauling for all sewer repairs.
2. All construction of any project shall be in conformance with city of Tallmadge's Codified Ordinance and the Ohio Revised Code.
3. All contractors performing work must abide by all general notes that apply of the City Construction Standards.
4. All work performed by the contractor will be subject to inspection by the City's Utility Department, and payment will be withheld for any work not complying with the above referenced specifications until the deficiencies are corrected. Deficiencies shall be corrected at the sole expense of the contractor.
5. Contractor shall remove all scrap pipe as well as all spoils and debris from the job site unless directed otherwise by the Utility Superintendent. Contractor shall handle such material in a manner consistent with all applicable laws and regulations, and shall take care to avoid obstructing roads, sidewalks, and lawns. Contractor shall be responsible for all parts of the work area and the removal of all debris and surplus material, to leave the area in as good a condition as when the work commenced.
6. Maximum Excavated Trench Width: the maximum excavated trench width from the bottom of the trench to 12" over the top of the pipe (within pipe embedment) shall be O.D. + 24" for all pipes up to and including 24" I.D. + 30" for pipe from 24" I.D. to 54" I.D. and O.D. + 40" for pipe sizes 60" I.D. and over.
7. Foundation: Where an unstable trench bottom condition is encountered, the contractor shall excavate to a depth required by the engineer and replace with material as directed by the engineer.
8. Pipe Embedment: All pipe embedment to 18" above the PVC watermain shall be ODOT 703.02 fine aggregate natural. all pipe embedment to 18" above the sewer shall be #57 limestone.
9. Final Backfill: In all areas under pavement, structures PR within the zone of influence the final backfill shall be special backfill material. In all areas outside of pavement, structures or the zone of influence, the final backfill shall be suitable on-site material approved by the engineer. See details Sheet 505.01.
10. Clay trench dams: clay trench dams shall be required as shown on plans or when and where necessary as directed by the engineer.

11. Geotextile Fabric: install a geotextile fabric in accordance with ODOT 712.09, Type A, after all initial backfill consisting of AASHTO No. 57 CR. NO. 67 granular pipe embedment.
12. Detector tape: install per all city of Tallmadge specifications and requirements
13. Pavement restoration necessitated by conduit construction shall be performed as an incidental to the appropriate sewer item to the composition of the existing pavement or standard city composition at the discretion of the engineer.
14. Repair of existing pavement in trench areas shall confirm to the details show on sheet TR-1 of the Tallmadge Construction Drawings.

TRENCH RESTORATION DETAIL
N.T.S.



15. Any settlement in open trench backfill taking place within guaranteed period shall be refilled with satisfactory materials & affected surface properly repaired by contractor at the expense of the contractor at no additional cost to the city

16. Contractor must prevent cave-ins to protect their workers and general public and must be trained and certified in trenching and excavation safety dealing with sloping, benching, supporting sides of the excavation and placing proper shielding in place.
17. The City does not currently have any sewer or pipe repair related work for the selected contractor to perform. It is the intent of the City to have the selected contractor available for projects and or repair work on an “as needed basis”. The selected contractor will be given ample notice of projects and their expected completion time.
18. A primary and secondary Contract may be awarded from this Invitation to Bid.

It is fully expected that the primary Contract will be able to complete all sewer and pipe repair requests. If for some reason this is not possible, the Contractor should alert the Utilities Department, and they will request sewer and pipe repair services from the secondary contract holder (if awarded) as needed. If the primary Contractor is unable to complete a request, an explanation must be given to the City.

Secondary Contracts may also be utilized in situations when the primary Contractor has more work than can reasonably be accomplished as determined by the City.

B. EQUIPMENT AND PERSONNEL SPECIFICATION

Equipment, tools, and personnel to be supplied by the contractor include:

1. The contractor shall supply the necessary equipment to fulfill the job such as excavators, rollers, backhoes, pumps, traffic control, etc.
2. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for any damaged or stolen materials, tools or equipment.
3. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. Depending on where the area is located, either approval from the City or property owner shall be secured.

C. SAFETY AND LIABILITY

1. Contractor must contact Ohio Utilities Protection Services (OUPS) to have utilities marked before the start of the project. Call 811
2. Contractor is responsible to provide a safe workplace and to comply with Occupational, Safety, Health and Administration (OSHA) and other federal, state or local health and safety regulations.
3. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).
<https://www.dot.state.oh.us/roadway/omutcd/Pages/default.aspx>
4. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in safe, good, and serviceable condition.
5. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify,

and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provided, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.

6. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost of any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

D. EMERGENCY WORK

1. Need and Response
Throughout the term of the contract, it may become necessary for the Contractor to assist the City in providing emergency sewer and pipe repair services. The Contractor shall provide telephone numbers at which a representative can be reached on a 24-hour emergency basis.

E. OTHER REQUIREMENTS

1. Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of its work under this contract including business license requirements of the City.
2. Contractor shall not pull the crew off-line for work in another locale without first receiving permission from the Utilities Superintendent.

F. AWARD PROCESS

1. Contracts will be awarded based on the sum of the average of Category 1, 2, & 3 for sewer and pipe repair to the lowest and best bidder.
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 Tallmadge.

G. QUESTIONS AND ADDENDA

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.
2. All questions should be directed to:

Tina Fiocca
City of Tallmadge Public Service Department
Email: tfiocca@tallmadge-ohio.org

3. Bidders are expected to and responsible for monitoring the Vendor Registry for all official addenda.
4. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.

19. Please be advised that when you submit a bid to the City, the City will assume that an authorized representative of your company reviewed said bid to assure the bid is correct and/or accurate.
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 Michael Rorar, Director of Public Service at mrorar@tallmadge-ohio.org 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. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City may reject said bid.
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 Public Service date/time stamp is the official date/time used for the deadline of the submission of bids.

H. Prevailing Wage

1. The successful bidder must comply with all State of Ohio Prevailing Wage Rates.
2. This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address: <https://com.ohio.gov/divisions-and-programs/industrial-compliance/industrial-compliance>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

3. The Contractor and all subcontractors shall submit to the Service Department, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code. Upon completion of the contract and before the final payment, the Contractor shall submit to the Service Department a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter

4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

Section IV: PROPOSAL and SIGNATURE PAGES

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

The City Service Department is requesting proposals to repair and install sanitary sewer or pipe to existing lines throughout various streets throughout the city. If your company is interested in submitting a proposal, please review:

The Contractor's unit prices should include all costs necessary to or associated with the completion of the project. If a required item is not identified in the Bid Proposal, associated costs of said item should be included in the cost of other items. Travel and mobilization expenses shall be included in the unit bid prices

Unit Measurement: Shall include Lineal Foot Cost of Conduit, Cubic Foot cost for backfill and Cubic Foot Cost for pavement removal and pavement installation per Bid Category.

If the City Service Director directs modifications to the scope or plan, adjustments to the contract will be made based on the requested adjustment price items or at a price mutually agreed upon by the City Service Director.

The City, by the Contractor submitting a bid proposal, will assume the Contractor has familiarized themselves with the Scope of Work and job site prior to the submittal of said bid.

Bid Proposal

Bid Category 1: Sewer Pipe Installation (including conduit, bedding and backfill)

Description	Price Per	Bid Price
Tiers		
6" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16ft	Unit Measurement	
Depth: 17 ft - 20 ft	Unit Measurement	
	Total	
8" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16 ft	Unit Measurement	
Depth: 17 ft – 20 ft	Unit Measurement	
	Total	
10" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16 ft	Unit Measurement	
Depth: 17 ft -20 ft	Unit Measurement	
	Total	
12" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16 ft	Unit Measurement	
Depth: 17 ft - 20ft	Unit Measurement	
	Total	
Average of Total Tiers - Bid Category 1		

Bid Category 2: Sewer Pipe Installation Within Roadway (including conduit, bedding, backfill, pavement removal and pavement install)

Description	Price Per	Bid Price
Tiers		
6" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16ft	Unit Measurement	
Depth: 17 ft - 20 ft	Unit Measurement	
	Total	
8" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16 ft	Unit Measurement	
Depth: 17 ft – 20 ft	Unit Measurement	
	Total	
10" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16 ft	Unit Measurement	
Depth: 17 ft -20 ft	Unit Measurement	
	Total	
12" Conduit, PVC SDR 35		
Depth: 0 ft - 8 ft	Unit Measurement	
Depth: 9 ft -16 ft	Unit Measurement	
Depth: 17 ft - 20ft	Unit Measurement	
	Total	
Average of Total Tiers - Bid Category 2		

Sum of Total Tier Averages for Bid Categories 1 and 2 \$ _____

Authorized Signature

Title

Date

Section V: TALLMADGE CODIFIED ORDINANCE

Ordinance 2022-66

Presented by:
Director of Public Service Michael Rorar

AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR SEWER LINE REPAIR AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, it is necessary to maintain and repair the sewer lines in the City of Tallmadge.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OF SUMMIT AND PORTAGE, STATE OF OHIO:

SECTION 1. That the Mayor, acting through the Director of Public Service, is hereby authorized and directed to advertise according to law for bids and to contract with the lowest and best bidder upon proper approval by the Board of Control and enter into a contract for sewer line repair.

SECTION 2. That such written contract shall be awarded under the provisions of Tallmadge Codified Ordinance Chapter 143, and shall be approved as to form and correctness by the Director of Law and proper certification of funds by the Director of Finance.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after November 28, 1975 that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is necessary to provide for and to accomplish the purposes herein set forth, which are conducive to the health, safety, and welfare of the citizens of Tallmadge. For that reason, provided this ordinance shall receive the affirmative vote of three-fourths of the members of Council and approval by the Mayor, it shall be enacted immediately and shall be of immediate effect.

Passed: 8-25-22

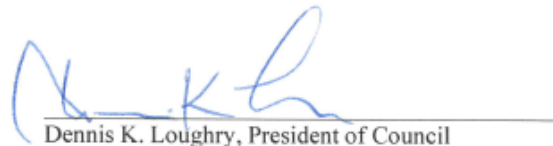


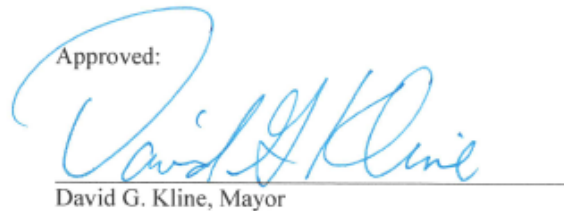
Susan E. Burton, Clerk of Council

MER/jt

8/9/22

Filed with the Mayor 8-26-22


Dennis K. Loughry, President of Council

Approved:

David G. Kline, Mayor

This 26th day of Aug., 2022

Committee Assignment: Finance

Readings: 1st 8-11 2d 8-25 3d _____

For: 7 Against: 0 Abstain: 0

Note: _____

Section VII: BIDDER REFERENCES

Complete the following information about Municipalities, which have been serviced by the contractor for similar work, within a 30 miles radius of the City of Tallmadge.

Municipality	Address	Contact:	Phone Number

NON-MUNICIPALTY REFERENCES / and CONTACTS

Company Name	Address	Contact:	Phone Number

Section VIII: EXPERIENCE of MANAGEMENT/ SUPERVISORY PERSONNEL WHO WILL BE ASSIGNED TO WORK IN TALLMADGE

Employees Name	Years with Company	Years Managed	Number of Employees Managed

Section IX: PREVAILING WAGE REQUIREMENTS

OVERVIEW

This project will utilize Ohio Prevailing Wage Rates. All contractors and subcontractors are required to comply with all Prevailing Wage Requirements in the Ohio Revised Code. The documents outlined below are contained in the following pages and will be utilized to comply with these requirements.

DOCUMENTATION REQUIREMENTS

The successful bidder will be required to submit all required documentation and certified payrolls per the requirements stipulated in Ohio Revised Code Chapter 4115 as work progresses to the City of Tallmadge Service Department.

PREVAILING WAGE AFFIDAVIT OF COMPLIANCE

This affidavit must be submitted to the City of Tallmadge Service Department before the surety is released or final payment is made.

Payrolls

The Contractor must submit to the City of Tallmadge Service Department **original, certified, signed payrolls** containing the following information:

- A) Name of each employee
- B) Employees' social security numbers
- C) Specific classification of employees (same as shown on wage determination or provisional approval).
- D) Rate of pay not less than that shown on the wage determination.
- E) Allowable fringe benefits paid to the employee.
- F) Hours worked each day and total hours worked for each week for each employee.
- G) Gross amount paid to each employee.
- H) Itemized deductions for each employee.
- I) Net amount paid to each employee.
- J) The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Department of Industrial Relations, Prevailing Wage Rate Division, State of Ohio, and that the classifications set forth for each laborer or mechanic conform with the work he performs."

Prevailing Wage Affidavit of Compliance

I _____, _____,
(Name of person signing affidavit) (Title)

Do hereby certify that the wages paid to all employees of _____
(Company Name)

for all hours worked on the _____
(Project and Location)

project, during the period from _____ to _____
(Project Dates)

are in compliance with State prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.