



1.0 WELCOME

Welcome to Canton!

Located in northeastern Ohio, the City of Canton provides its residents with many benefits of big-city living while maintaining its charm as a medium-sized Midwestern town. Canton is home to many well-known national landmarks like the NFL Pro Football Hall of Fame, the William McKinley Presidential Library/National Monument, and the National First Ladies Library and Research Center.

In addition to being the birthplace of American professional football and many important figures in our nation's history, Canton is also home to a vibrant arts community. The Canton Symphony Orchestra, Canton Ballet, and Canton Museum of Art give residents a place to experience art and culture from around the world, and our growing local artists' community is quickly becoming well-known as a dynamic presence in the region.

World-class hospitals and five area universities provide excellent care and an enriching learning environment while the serenity of our public parks and nature preservations allow Cantonians time away from the hustle and bustle of city living. With the cost of real estate estimated at less than half of the national average, Canton is as affordable as it is enjoyable.

Whether looking for a place to call home, a place to locate your business, or simply a place to visit for the weekend, we welcome you to Canton!

2.0 PROJECT DESCRIPTION

2.1 SCOPE OF PROPOSAL

GENERAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

- 2.01 Proposals are invited for furnishing labor, service, and/or materials in the trade(s) as described in these specifications for general maintenance and repair work, alterations, and construction, on an "as needed" basis, by The City of Canton. All work under this contract shall be in accordance with the following General and Detailed specifications and with any supplemental plans and specifications as may be required and issued for any specific project to be accomplished under this agreement.
- 2.02 Proposals are to be submitted on the official "Form of Proposal" attached to these specifications. All forms shall be filled in completely. Failure to submit required materials or provide information as required may be cause for rejection of the proposal. Other inclusions with the proposal submission should be:
 - a. Stock price list
 - b. Subcontract list
 - c. List of Exceptions (if any)



Remember: All forms shall be filled in completely. Failure to submit required materials or provide information as required may be cause for rejection of the proposal.

Proposals may be withdrawn up until the date and times scheduled for the opening. Proposals may not be withdrawn after opening and shall be firm for a period of 120 days.

- 2.03 Proposals are solicited from, and contracts will only be awarded to, experienced prime contractors in the trade category listed. Bidders must be able to document satisfactory experience in servicing various commercial/industrial accounts in that trade. The bidders must complete the Certificate of Experience furnished in the RFP documents, and additionally shall submit a narrative letter describing their company. This letter shall include: the principals; size of company; number of employees, classifications and experience levels of full time employees; and equipment and facilities of the company. Failure to submit this information may be cause for rejection of the proposal. Bidders must realize that their ability to provide the quality and levels of service required by the City of Canton, over the life of the contract, will be a prime consideration in awarding contracts under these specifications.
- 2.04 Contractors must be prepared to provide sufficient skilled tradesmen, equipment and materials to accomplish various jobs or projects, concurrently, during our peak construction season. Depending upon the proven capabilities of a contractor at various sized projects, the size of the contractors regular work force, the ability of the contractor to draw upon a recognized pool of skilled craftsmen, and the amount of yearly work normally accomplished by the City, the City reserves the right to make an award to one (1) vendor or multiple vendors for this contract, if it is determined to be in the City's best interest. In awarding joint contracts, the relative size of the various bidders' full time work-forces, in comparison to estimated needs of the City, will be a major determining factor as to which bidder(s) such award(s) is (are) made.
- 2.05 The contractor shall have the capability of responding to the needs of The City of Canton on both an emergency and routine basis. Routine needs will require response within 2 days to 2 weeks depending on the size of the job, number of workers needed, other projects on city property, etc. Emergency work for utility outages, fire and building restoration due to damage, etc., may require response within 2-4 hours, and require a varied number of personnel depending on the severity of the problem. It shall be understood that for emergency work, time is of the essence.
- 2.06 Assignment of foremen, journeymen, apprentices, and laborers on each project, and ratio of one to another, shall vary by the size of the project and be governed by applicable local agreements or normally accepted local practices. Contractors participating in apprenticeship programs may quote labor rates for apprentices on the Form of Proposal, and use such apprentices on City work in accordance with accepted ratios and upon approval of the City. The City reserves the right to limit the use of, or level of, apprentices on any or all projects. Availability of qualified apprentices at favorable rates will be a



consideration, but not the sole basis, for the award. If rates are not quoted for apprentices, the City assumes and expects that the contractor will furnish fully qualified journeymen for all work.

- 2.07 The contractor is expected to furnish, at no additional cost, tools, safety equipment, and hand power tools normally associated with the trade requested. A general list of these items is contained in the detailed specifications (Section 3) for each trade.
- 2.08 In the event that specialty tools need rented for a specific project, it is expected that the contractor will notify the T&M Coordinator for this project at 330-438-4191, or by email: cliff.graves@cantonohio.gov. Availability of tools and equipment, and usage rates, may be a consideration in award. Failure of the contractor to provide sufficient tools of the trade, for work assigned, will be just cause for immediate cancellation of the contract.
- 2.9 Payments for labor and services under this contract shall be made on an hourly flat rate basis, and limited to trade work actually performed on any project. Bidders shall quote a flat hourly rate for the job classifications and equipment as listed on the Form of Proposal, plus any additional job classifications or equipment they have available and consider applicable to this work. Benefits, normal travel time, insurance and taxes, other overhead, profit, and any other miscellaneous costs shall be included in and covered by the flat rate.
- 2.10 The City will make every effort to group projects so that employees can be assigned to work on city property for full workdays when services are required. When contractor employees can be assigned to work lasting at least one-half workday, such that contractor employees can begin or end their workday at the City, any travel time for which a contractor is obligated to pay his employee should be considered a part of overhead, and allowances for such, figured into the flat hourly rate quoted to the City. The City will pay additional hours for travel for emergency call-in, when contractor's employees are forced to travel during normal working hours due to the immediacy of the project; or, the project took less than four hours to complete and there were no other projects on city property to assign the employee. The coordinator may schedule work to be completed on other shifts.
- 2.11 Normal supervisory time and administrative time, including project evaluation and estimating shall be considered as a part of overhead. In the event that a specific major project or projects require a significant time commitment by the contractor and/or his employees/tradesmen for evaluation, engineering, consulting and/or his estimating; separate payment for these consulting services may be authorized by the City. However, any such payment must be applied for in advance by the contractor and approved by the T & M Coordinator or the project manager, prior to the consulting/evaluation work being accomplished.
- 2.12 In the event that any information or pricing submitted by the bidders is unclear to the City, the City may request additional explanation and/or pricing break-downs from the



bidder for the purpose of evaluation and award decisions. The bidder shall answer requests for additional information or clarification in writing, and these responses will become a part of their proposal. Bidders failing to provide adequate information on any issue, in a timely manner to allow a comprehensive evaluation by the City, shall be considered unresponsive, and their proposal subject to rejection.

- 2.13 Prices offered shall be examined by the City for reasonableness, in light of prevailing wage requirements, overhead, and profit. Bidders may be called upon to detail and support their pricing prior to an award, and proposals determined by the City to be unreasonable in light of required wages and normal operational expenses may be rejected.
- 2.14 Work to be assigned under this contract shall be determined solely by The City of Canton. The City reserves the right to bid any project(s) separately. The City does not guarantee any specific usage on these contracts. The City may also require the contractors under this agreement to furnish a firm "not to exceed" quotation on any separate project, which shall be billed on a time and material basis, based on actual work performed, with the completed project not to exceed the quoted price. All quotes under this contract shall be submitted to the appropriate Project Managers in writing only. There shall be no verbal agreements as part of this contract. During the project, any change in, or addition(s) to, project scope shall be separately quoted in writing and approved by the T&M Coordinator or Project manager, in writing prior to the start of such work.
- 2.15 The only increase in rates payable under this contract shall be labor increases as reflected in the Prevailing Wage determination for Stark County. The contractor shall notify the City immediately upon a wage increase, and provide documentation for acceptance by the City.
- 2.16 In the event Contractor, for any reason, is unable to honor the remainder of the contract, the City reserves the right to choose the "next lowest" bidder for the remainder of the contract.
- 2.17 Work Control, Timekeeping, Invoicing:
 - 1.) The City T & M Coordinator or Project Manager, will schedule all work, and will determine assignments and priorities.
 - 2.) A "T & M Daily Weekly Time Sheet" will be used by each contractor and will form the basis for invoicing of all labor under this contract.
 - a) Each contractor will submit to the City a list of all company tradesman. This list will include the employee's name, classification, and hourly flat rate being billed to the City for this employee.
 - b) Each contractor will maintain a T & M Daily Time Sheet. The daily time sheet will list each work order on which work is accomplished that day, approximate



percentage of completion, and a list of each employee working on city property that day with the regular and overtime hours expended on each project. More than one time sheet per day may be used if required due to the number of work orders.

- c) Time sheets must be submitted to the T & M Coordinator no later than 2 (two) working days after the day worked. Time sheets must be accurate.
 - d) Daily time sheets will form the basis for billing of all labor under T & M Contracts. Invoices will be processed twice a month, with payment approximately 10 days after the processing date. Contractors will furnish a copy of each invoice for that week, as well as a summary list of all invoices issued for the week.
- 3.) Separate invoices shall be submitted for each project to include all labor, material, necessary and authorized equipment and tool rental, and other misc. charges. Billing shall occur in a timely manner. Projects being accomplished within a 2 (two) week period are to be billed upon completion. Projects lasting in excess of 2 (two) weeks, may be billed twice monthly. Invoices shall include the purchase order number, job title and location, total labor hours, an itemized bill of materials with mark-up, and any approved miscellaneous charges such as trucking, equipment, etc.
- 4.) When an invoice from the contractor to the City includes materials, the contractor must support these billings with copies of invoices or receipts showing the purchase from the original vendor. In the event that the contractor will be furnishing bulk materials overtime, from his own stock, the contractor may submit a price list to the project manager in advance for approval, supporting the prices with invoices/receipts as required. When approved, this price list shall remain on file and serve as the basis for charges for that material, until such time as a new price list is submitted by the contractor and approved.
- 5.) When an invoice from the contractor to the City includes subcontractors, the contractor must support these billings with copies of invoices from the subcontractor.
- 6.) All equipment manufacturer warranties shall be submitted to the appropriate project manager with the final weekly timesheet submission for a given project.

2.18 The term of the contract shall be for one year, beginning approximately June 1, 2019 and ending May 31, 2020. The contract shall be renewable for five (5) additional years, one (1) year at a time, upon mutual agreement of both parties and updating of any PLA and prevailing wage rates. The City also reserves the right to extend the contract for one hundred and twenty (120) days past the normal expiration date. The contract may be cancelled by either party at any time during its term, by giving thirty (30) days prior written notice to the other party.



- 2.19 Slow response time on projects, failure of the contractor to pursue the work with diligence, poor productivity or inefficient work, and/or poor workmanship, as determined by the City will be grounds to cancel the contract. The City of Canton also reserves the right to notify the contractor regarding any of its employees who might be in violation of the contract and City rules and regulations or whose conduct or workmanship is unsatisfactory to the City. It is expected that the contractor will undertake appropriate corrective action. It is understood that the contractor will utilize workers on the city property who will abide by City rules and regulations as well as the laws and ordinances of the City of Canton, State of Ohio, and the federal government.
- 2.20 Any exceptions to the specifications or any other special conditions or considerations requested or required by the bidder shall be enumerated by the bidder and submitted as a part of the Request for Proposal. The contractor shall be required and expected to meet the specifications in their entirety, unless exceptions are duly noted in their proposal.

3.0 GENERAL SPECIFICATIONS AND SELECTION CRITERIA

1. The Director of Building Maintenance shall serve as the Time and Material (T & M) Work Coordinator. Specific Project Managers for each project may be assigned and may vary according to the trade or project.
2. Each bidder shall be responsible for examining all drawings, specifications, field conditions and all other available information pertaining to the project. No additional compensation will be awarded due to oversights on the part of the successful bidder.
3. **The contractor is expected to obtain actual dimensions at each project site. Dimensions, routes, and detail shown on City drawings may not always be correct. The provisioning or use of such drawings will not relieve the vendor of his responsibility for accurate site measurements.**
4. The specified work shall be completed for The City of Canton in accordance with these specifications and accompanying details and are subject to approval by the proper Project Manager of The City of Canton or the Director of Building Maintenance.
5. All work shall be done in a neat and workmanlike manner and will include all labor, material, and incidentals necessary to complete the project. All incidental rubbish and debris shall be removed from the site by the contractor, as often as necessary to ensure those conditions in and surrounding the work area are safe and free from pedestrian obstructions as part of this contract. All salvageable scrap materials are the property of The City of Canton and shall be removed to the proper holding area as directed by the Project Manager.
6. All material shall be as documented by the Project Manager. No substitutions will be allowed without written consent of the City's Project Manager.



7. Contractors shall comply with all requirements of the Ohio Basic Building Code and "Contract for the Construction of Buildings". All work not done in accordance with (current) applicable codes shall be corrected by the contractor at his expense in a timely manner.
8. If at any time, improper or imperfect materials or faulty workmanship is evident, whether before or after inclusion into the work, the contractor shall be required to take any, or all, corrective measures at their own expense.
9. The contractor shall furnish all scaffolding, machinery, transportation, tools, test equipment, safety equipment and any other materials necessary for the proper completion of the project, all of which shall be suitable and safe.
10. The contractor must have all subcontractors approved by The City of Canton Purchasing Department in advance of awarding contract to subcontractors. Such subcontractors are responsible and liable under the same general terms and conditions of the project as the principal contractor. A list of areas that will be subcontracted must be submitted with the proposal.
11. All contractors, before making connections to or disturbing any of the service lines in buildings or tunnels of The City of Canton, shall obtain permission from The City Project Manager to proceed 3 weeks in advance, when appropriate. The City shop personnel will operate valves, switches, etc. to begin needed service interruptions and repeat when outage period is complete. The contractor shall be present during both shutdown and startup procedures. The contractor shall make all connections and changes to service lines in a manner to cause the least interference; this may require after hours scheduling.
12. The contractor shall be responsible for damages to City property and shall repair or replace same. This includes damages which may result from any act, omission, neglect, or misconduct. When such damage or injury occurs, the contractor shall, at his own expense, restore property. This shall also apply to turf, shrubs, flower beds, trees, and other growth.
13. The contractor is to guarantee all workmanship (labor/materials) for one year from date of final acceptance of the project.
14. The contractor shall insure his workmen and will not hold the City responsible for any damage to life or limb incurred during the execution of work.
15. Unskilled, careless and otherwise objectionable employees shall be removed by the contractor on the written request of the City.
16. Hours of Work - Work under this contract shall be accomplished during normal City work hours unless otherwise approved by the Project Manager. These hours are Monday through Friday from 7:00 a.m. until 5:00 p.m. Likewise, contractors are expected to honor all City holidays unless approved by the Project Manager. The Project Manager may schedule work to be completed on other shifts.



17. Parking - All bidders will contact The City of Canton Parking Services Department 330-489-3100 to determine the policy governing parking permits for vehicles that will be driven to a city worksite by workmen. The cost for parking permits shall be considered as part of the contractors overhead and not billable to the City.
18. Contractors shall furnish secure storage outside the building for paints and other flammable liquids.
19. The contractor's employees are required to evacuate city Buildings during fire alarms.
20. Buildings other than those being worked in by the contractor will not be entered by contractor's employees for use of rest rooms, lunch rooms, coffee breaks etc.
21. Temporary barricades and traffic (pedestrian or vehicle) control devices shall be furnished, erected, and maintained by the contractor as required by the City.

All contractors are required to comply with City regulations concerning safety including: 1.) Building Maintenance Lockout/Tagout policy; 2.) City of Canton Tunnel Policy; 3.) City of Canton Contractor Work Permit; 4.) The City of Canton Confined Space Policy, 5.) The City of Canton Hot Permit, 6) The City of Canton Hazardous Communications Policy, 7.) Other safety regulations and 8.) The City "Smoking Policy" may apply. The City is comprised of a multitude of buildings of varying age and construction, contractors should be aware of the possibility of the presence of materials containing asbestos. The contractor or their employee(s) is responsible for contacting Building Maintenance asbestos and all other safety concerns. Building Maintenance can be reached at (330) 489-3275.

Price alone will not be the sole determining factor in the selection process.

The City will select one or several vendor(s), which it believes offers the proposal(s) which are in the City's best overall interest. The City also reserves the right to accept none of the proposals received.

In determining the successful vendor(s), the City will consider, but not be limited to, the following selection criteria:

- Overall quality of the goods or service being offered;
- Costs (commissions, fees, expenses, etc. to be charged);
- Acceptance of credit card payment and whether there is any fee associated with type of payment method;
- Reputation of the vendor;
- Ability of the vendor to provide the service requested and the various specialty services offered;
- Information received on reference checks;
- Quality and satisfaction of any previous services performed;
- Number and scope of any conditions included in the vendor's proposal;
- Accessibility of the vendor's staff to the City's staff;
- Ability to provide suitable office facilities and staff, and convenience to city property;
- Programs compatibility with existing City equipment, if applicable;
- Any other relevant information submitted.



THE CITY OF CANTON – FORM OF PROPOSAL

PROJECT - TIME AND MATERIAL WORK – ELECTRICAL SERVICES

We, the undersigned, having read the specification, hereby propose to furnish all the necessary labor, equipment, materials and services required for the completion of all work specified at the following rates:

A. LABOR/EQUIPMENT RATES

<u>Description</u>	<u>Flat rate per hour</u>
Wireman Foreman	_____
Wireman Journeyman	_____
Wireman Apprentice	_____
Electrical Foreman	_____
Electrician	_____
Electrician Apprentice	_____
Labor	_____
Bucket Truck	_____
Service Vehicle	_____
Other (specify, attach list if needed)	_____

B. Material (percent added to material cost) _____ %

C. Subcontractor (percent added to subcontractor cost) _____ %

E. Attach list of areas that will be subcontracted

F. State Fire Marshall Certified Circle: Yes / No

(name of firm)

(signature)

(address)

(typed name)

(city and state)

(title)
