



THE CITY OF
TALLMADGE
HISTORY MOVING FORWARD

SPECIFICATIONS & PROPOSAL:

Sewer and Pipe Repair

Bids due by: *March 1, 2018 @ 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. Thursday, March 1, 2018 with bids being opened immediately thereafter in the Council Chambers 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 to provide sewer and pipe repair services on an "as needed basis" for the City of Tallmadge.

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 certified check, cashier's check or surety bond in the amount of \$500.00 made payable to the City of Tallmadge must accompany the bid as a guaranty the contract and its performance are properly secured if the bid is accepted. The City of Tallmadge will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. 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 of Tallmadge reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.

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

Please contact Linda Poinar in the Public Service Department at lpoinar@tallmadge-ohio.org if you have any questions regarding this bid.

Michael Rorar
Director of Public Service
Ordinance 19-2018

Published in the Akron Beacon Journal:
February 13, 2018
February 20, 2018

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. 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 - 25)
- _____ Section IV: Proposal and Signature Pages (Pages 26 - 27)
- _____ Section V: Tallmadge Codified Ordinance (Pages 28)
- _____ Section VI: Equipment List (to be submitted with bid) (Page 29)
- _____ Section VII: Bidder References (to be submitted with bid) (Page 30)
- _____ Section VIII: Experience of Management/ Supervisory Personnel (to be submitted with bid) (Page 31)
- _____ Section IX: Prevailing Wage Requirements and Affidavit of Compliance (Pages 32-33)
- _____ Appendix A: Prevailing Wage Rates (Page 34)

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 website as none other will be accepted.

The City of Tallmadge 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 of Tallmadge's website at [https:// www.tallmadge-ohio.org](https://www.tallmadge-ohio.org)

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 Thursday, March 1, 2018. The Public Service Department copy machine time stamp is the official 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 Thursday, March 1, 2018.

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 his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Tallmadge may impose a \$500.00 penalty to any bidder that withdraws his 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 be the judge of the factors and will make the 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 of Tallmadge, 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 of Tallmadge, 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 of Tallmadge 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 bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said

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

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

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

_____ day of _____, 20____.

_____ Principal

By _____

_____ Surety

By _____

Address _____

Phone No. _____

(SEAL)

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

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

Being duly sworn, do depose and say:

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

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

(Signature)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public in and for the

COUNTY OF _____, STATE OF _____

My commission expires _____, 20____.

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

STATEMENT OF NON-LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES*

STATE OF OHIO)
)SS:
COUNTY OF _____)

_____, being first duly sworn, says that
(See note below)

at the time of the submission of said bid said affiant was not charged with delinquent personal property taxes on the general tax list of personal property of

(Name of County and State)

(See note below)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the
COUNTY OF _____ STATE _____

My Commission expires _____

Note:

Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

***Complete either Statement of Non-Liability or Statement of Liability, but not both.**

CERTIFICATION OF DRUG FREE WORKPLACE

BIDDER'S NAME: _____

ADDRESS: _____

CITY, STATE: _____

Project: _____

CERTIFICATION

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

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

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

DATE: _____

Signature: _____

Title: _____

CERTIFICATION FOR LOCAL PREFERENCE

The undersigned bidder does hereby certify that his 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



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

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

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

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

STEP 1: Personal Information

Social Security Number

— — — — —

Date of Birth

Month Day Year

/ /

First Name

MI Last Name

Name of Current Employer

☐ I am an OPERS or other retirement system benefit recipient

STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

— — — — —

Employer Contact

First Name

MI Last Name

— — — — —

Employer Code

Employer Contact Phone Number

— — — — —

Service Provided to Public Employer

— — — — —

— — — — —

Start Date of Service

End Date of Service

Month Day Year

Month Day Year

/ /

/ /

PEDACKN (Revised 6/2017)

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(continued on back)

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 is seeking a qualified contractor 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/ pipe maintenance work as 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 work performed by the contractor will be subject to inspection by the City of Tallmadge Utility Department, and payment will be withheld for any work not complying with the above referenced specs until the deficiencies are corrected. Deficiencies shall be corrected at the sole expense of the contractor.
3. 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.
4. The City does not currently have any sewer or pipe repair related work for the selected contract 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.
5. A primary and secondary Contractor may be awarded from this Invitation to Bid.

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

Secondary Contractors 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 will supply the necessary equipment to fulfill the job such as excavators, rollers, backhoes, pumps, 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 of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.
3. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used.

C. SAFETY AND LIABILITY

1. Contractor must contact Ohio Utilities Protection Services 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 OSHA and other federal, state or local health and safety regulations.
3. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).
http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhioMUTCD/Pages/OMUTCD2012_current_default.aspx
4. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in 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 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 of Tallmadge.
2. Contractor shall not pull the crew off-line for work in another locale without first receiving permission from the City Service Director.

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:
Linda Poinar
City of Tallmadge Public Service Department
Email: lpoinar@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.
6. Please be advised that when you submit a bid to the City of Tallmadge, 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. 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 of Tallmadge 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 Department copy machine time stamp is the official 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:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

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.

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.

Backfilling of ODOT #57 will occur around all pipe installation up to a 24-inch height above the pipe. All backfilling shall be done in 6" lifts using a plate compactor and in 12" lifts using a hoe pack.

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.

Bid Proposal

Bid Category 1: Sewer Pipe Installation

	Price Per	Bid Price
6" Conduit, PVC SDR 35	Linear Ft	
8" Conduit, PVC SDR 35	Linear Ft	
10" Conduit, PVC SDR 35	Linear Ft	
12" Conduit, PVC SDR 35	Linear Ft	
	Total	
Average of Total Bid Category 1		

Bid Category 2: Aggregate Installation

	Price Per	Bid Price
Backfill ODOT #57 Compact in 24" Lift	Cubic Ft	
Backfill ODOT #304 Compact in 12" Lift	Cubic Ft	
	Total	
Average of Total Bid Category 2		

Bid Category 3: Pavement Work

	Price Per	Bid Price
Pavement Removed	Cubic Ft	
Pavement Repaired		
ODOT 301	Cubic Ft	
ODOT 448	Cubic Ft	
	Total	
Average of Total Bid Category 3		

Sum of Averages for Bid Categories 1, 2, and 3 \$ _____

Authorized Signature

Title

Date

Section V: TALLMADGE CODIFIED ORDINANCE

Ordinance 19-2018

Presented by:
Director of Public Service Michael Romer

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: 1-11-18


Susan E. Burton, Clerk of Council
MER/jvc
1/8/18
Filed with the Mayor 1-12-18


Carol A. Kilway, President of Council

Approved:


David G. Kline, Mayor

This 12th day of Jan., 2018

Committee Assignment: Public Utilities

Readings: 1st 1-11-18 2d 3d

J. DONOVAN - ABS.

Vote: 12 - 0 - 0

For: 12 Against: 0 Abstain: 0

I, Clerk of Council of the City of Tallmadge, Ohio do hereby certify that there is no newspaper printed in said City and that the publication of the foregoing Ordinance was duly made
by posting five copies thereof in seven of the public places in said City as determined by Council as follows: City of Tallmadge Ordinance, Tallmadge Branch of Akron Summit County
Public Library, Tallmadge Community Center, Tallmadge Recreation Center and Tallmadge City Building, each for a period of 15 days commencing

01-17-2018 
Susan E. Burton
Clerk of Council of the City of Tallmadge, Ohio

Section VI: EQUIPMENT LIST

A listing of all the equipment to be used to fulfill the requirements of this contract must be submitted.

Equipment	Quantity	Year/ Age of:

Bidder attests that all equipment utilized during this contract is in good and serviceable condition. A City of Tallmadge Representative will inspect the equipment prior to the signing of the contract.

Authorized Signature

Title

Date

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

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.

PREVAILING WAGE RATES

Attached are the State of Ohio Prevailing Wage Rates as of the posting date of this bid. Actual rates due to workers will be those in affect at the time of work.

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.

APPENDIX A: PREVAILING WAGE RATES