



The City of Canton

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**Invitation to Bid**

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

US-30 Storm Sewer - Cleaning & Televising - 2020

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**Item/Project**

Collection Systems Department

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**Responsible Department**

2:00:00 PM, 9/3/2020

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**Bids Due**

**Bid Proposal Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**



**Table of Contents and Bidder's Checklist - US-30 Storm Sewer - Cleaning & Televising - 2020**

[Legal Notice](#)

[INSTRUCTIONS TO BIDDERS](#)

[OWNER-CONTRACTOR AGREEMENT](#)

[BID GUARANTY AND CONTRACT BOND](#)

[BID FORM](#)

[CONTRACTOR'S QUALIFICATION STATEMENT](#)

[Modified General Conditions \(EJCDC\)](#)

[City of Canton Codified Ordinances](#)

[STATEMENT OF CLAIM FORM](#)

[CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT](#)

[CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT](#)

[PRE-BID SUBSTITUTION FORM](#)

Appendix A: ~~Project Labor Agreement~~ **N/A**  
Appendix B: ~~Prevailing Wage Rates and Information~~ **N/A**  
Appendix C: Specifications and Drawings  
Appendix D: Title VI Requirements

**Bidder's Checklist:** The completed Bid Form shall be accompanied by the following completed documents:

- \_\_\_\_\_ [Pre-Bid Substitution](#), if any proposed substitutes have been pre-approved.
- \_\_\_\_\_ [Bid Guaranty and, if applicable Contract Bond](#)
- \_\_\_\_\_ [Contractor's Qualification Statement](#)
- \_\_\_\_\_ [Contractor's List of Subcontracted Work Categories](#)
- \_\_\_\_\_ [A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price](#), and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal.
- \_\_\_\_\_ The Project Labor Agreement (PLA) Letter of Assent (See Appendix A).
- \_\_\_\_\_ If this project is funded in whole or part by the [Ohio Public Works Commission](#), then certification of agreement and compliance with certain statements and covenants regarding Bidder's subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.



The City of Canton

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### **Legal Notice**

Sealed bids will be received by the City of Canton (the "City"), as provided in this notice for the US-30 Storm Sewer - Cleaning & Televising - 2020 Project (the "Project"), Ordinance 2/2020. Contract documents, which include additional details of the Project, are on file and available from the City of Canton's web site (<https://cantonohio.gov/448/Purchasing-Procurement>).

Bids shall be enclosed in a sealed envelope addressed to the City of Canton, 218 Cleveland Ave. SW, Purchasing Dept/Fourth Floor, Canton, Ohio 44702 and plainly marked on the outside "US-30 Storm Sewer - Cleaning & Televising - 2020 PROJECT BID." Bids will be received on or before 2:00:00 PM, local time, 9/3/2020 and will be opened shortly thereafter.

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

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates do not apply. All bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. After submission and opening, no bidder may withdraw its bid within 60 days after the opening; the City reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

Published in The Repository on August 19, 2020 and August 26, 2020



## INSTRUCTIONS TO BIDDERS

### TABLE OF CONTENTS

A.	BIDDER'S PLEDGE AND AGREEMENT .....	1
B.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA.....	1
C.	OWNER & ENGINEER .....	2
D.	PROJECT .....	2
E.	WORK .....	2
F.	ESTIMATE OF COST .....	3
G.	CONTRACT DOCUMENTS .....	3
H.	PREPARATION OF BIDS .....	3
I.	METHOD OF AWARD .....	6
J.	EXECUTION OF CONTRACT .....	11
K.	SUBSTITUTIONS/NON-SPECIFIED PRODUCTS.....	11
L.	ALTERNATES.....	12
M.	UNIT PRICES .....	12
N.	ADDENDA.....	13
O.	INTERPRETATION.....	13
P.	STATE SALES AND USE TAXES .....	14
Q.	DATE FOR SUBSTANTIAL COMPLETION/DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES.....	14
R.	OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES.....	15
S.	MODIFICATION/WITHDRAWAL OF BIDS .....	15
T.	COMPLIANCE WITH APPLICABLE LAWS.....	16
U.	FINDINGS FOR RECOVERY .....	16
V.	PREVAILING WAGES .....	16
W.	DBE PARTICIPATION GOALS.....	16
X.	OTHER LOCAL ORDINANCE REQUIREMENTS .....	17
Y.	OHIO PUBLIC WORKS COMMISSION FUNDING .....	20





## The City of Canton

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### **A. BIDDER'S PLEDGE AND AGREEMENT**

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Engineer, (b) it will use its best efforts to cooperate with the Owner and the Engineer and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Engineer, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

### **B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA**

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Engineer, or any of their agents or employees, with respect to any of the following:
  - a. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or
  - b. any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.



## The City of Canton

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For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

- Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

### C. OWNER & ENGINEER

- The Owner is:

The City of Canton  
218 Cleveland Avenue SW  
Canton, OH 44702  
Telephone: 330.489.3245  
Fax: 330.489.3499

The Owner's Representative is:

**Broc McCroskey**

- The Design Engineer for the Project is:

N/A  
N/A  
N/A, N/A N/A

### D. PROJECT

- The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the project identified as **US-30 Storm Sewer - Cleaning & Televising - 2020 Project** ("the Project"), all in accordance with the Drawings and Specifications prepared by the Engineer and/or Owner. The Project must be substantially complete by the Date for Substantial Completion set forth in Section Q below.
- The Mayor **has not** determined that a Project Labor Agreement ("PLA") will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters. Any such PLA shall be negotiated by the Mayor of the Owner with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor. The successful Bidder shall comply with and adhere to all of the provisions of any PLA for the Project.
- A pre-bid conference will be held at **N/A on N/A at N/A.**

### E. WORK

- This Project includes **sewer cleaning, internal sewer televising (CCTV)**, and the like as set forth in the Contract Documents.
- Alternate No. 1 for this Project is **N/A.**
- Alternate No. 2 for this Project is **N/A.**



## The City of Canton

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4. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.
5. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
6. Owner will provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws, regulations and Owner's policies relative to excavation and utility locates. Bidders may contact **Broc McCroskey**, The City of Canton, at **[broc.mccroskey@cantonohio.gov](mailto:broc.mccroskey@cantonohio.gov)** or **330-438-6945** if they have any interest in accessing the Project site, independent of any pre-bid meeting.

### F. ESTIMATE OF COST

1. The total estimated construction cost for the Base Bid Work for the Project for which bids are being solicited at this time is **\$101,500.00**.

The estimated cost for Alternate 1 - **N/A** is: **NA**.

The estimated cost for Alternate 2 - **N/A** is: **NA**.

### G. CONTRACT DOCUMENTS

The Contract Documents consist of the documents listed in Section 1 of the Owner-Contractor Agreement.

Bidders may view and download copies of the Contract Documents from The City of Canton Purchasing web site at <https://cantonohio.gov/448/Purchasing-Procurement>, which is the only authorized source of the Contract Documents. The City of Canton's sourcing tool, Vendor Registry, will maintain the Bidder's list and will provide notice and copies of Addenda as issued. It is the responsibility of any person or organization interested in a hard copy of the Contract Documents to pay all costs associated with printing.

Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The Owner, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

### H. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the Bid, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid



## The City of Canton

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amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.

4. Each Bidder shall submit **an original** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows:

The City of Canton  
ATTN: **Purchasing/Bids**  
218 Cleveland Avenue SW  
Canton, OH 44702

**Bids must be received at the designated location for the bid opening before 2:00:00 PM, local time, on 9/3/2020.**

6. **The completed Bid Form shall be accompanied by the following completed documents:**
  - a. **Pre-Bid Substitution, if any proposed substitutes have been pre-approved. (See Section K, below.)**
  - b. **Bid Guaranty and, if applicable Contract Bond (See Paragraph H.8, below.)**
  - c. **Contractor's Qualification Statement (See Paragraph I.4, below.)**
  - d. **Contractor's List of Subcontracted Work Categories (See Paragraph I.5, below.)**
  - e. **A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price, and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal. (See Section W, below.)**
  - f. **The Project Labor Agreement (PLA) Letter of Assent (See Appendix A).**
  - g. **If this project is funded in whole or part by the Ohio Public Works Commission, then certification of agreement and compliance with certain statements and covenants regarding Bidder's subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts (See Section Y, below.)**
7. The Bidder shall take the following precautions in preparing its bid:
  - a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph H.6 above) have been included in a sealed opaque envelope addressed as described in Paragraph H.5 above.



## The City of Canton

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- b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents as described in Paragraph M.1 below.
- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
  - 1) The Bidder
  - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph H.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

### 8. Bonds and Guarantees

- a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA or EJCDC Bid Bond forms are not acceptable.**
- b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA or EJCDC Bond forms are not acceptable.**
- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the



## The City of Canton

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Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

- d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- g. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.

### 9. Permits

- a. Owner has obtained, or will obtain the following permits for the Project, as applicable:

**NA**

- b. Contractor shall secure and pay for all other permits necessary to complete the Project. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## I. METHOD OF AWARD

- 1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, pursuant to the Codified Ordinances of Canton Chapters 105, 182, and 507, the Owner will award the Contract for the Work to the bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best include the factors set forth below, including the Additional Criteria. Depending upon the type of work, the Owner, in its discretion, may also consider other essential factors, as the Owner may determine and as are included in the Specifications. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate. The Owner, in its discretion, reserves the right to request additional





## The City of Canton

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information and documentation relating to these criteria from Bidders after the bid opening.

- a. Work to be subcontracted. The Bidder must identify all work to be subcontracted. See paragraph I.5 below. All subcontractors are subject to the approval of the Owner based on the criteria set forth in this Section I.
- b. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability and capacity to perform a substantial portion of the project with its own forces and its ability to work with the Owner and Engineer as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the Owner and Engineer as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims, whether or not proven, that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- c. The Bidder's prior history regarding timeliness of performance, quality of work, the Bidder's history of filing claims and having claims filed against it, extension requests, fines and penalties imposed and payments thereof, and contract defaults, with explanations.
- d. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Ohio Prevailing Wage laws, Davis Bacon, and Ohio ethics laws.
- e. The Bidder's prior experience with similar work on comparable or more complex projects.



## The City of Canton

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- f. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
  - g. The Bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
  - h. A public entities' determination, within the previous five years, that the Bidder was not a responsible bidder, the reasons given by the public entity, and the Bidder's explanation thereof.
  - i. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
  - j. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
  - k. Any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Bidder, to the extent that any work to be performed on this Project is within the field of such licensed profession.
  - l. The Bidder's equipment and facilities.
  - m. The size and experience of the Bidder's work force and the Bidder's ability to complete the Contract successfully and on time.
  - n. The experience and the continuity of the Bidder's work force including the project manager and project superintendent's tenure with the Bidder.
  - o. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
  - p. The Owner's prior experience with the Bidder's surety.
  - q. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
  - r. The adequacy, in numbers and experience, of the Bidders' work force to complete the Contract successfully and on time.
  - s. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
4. Qualifications Statement. Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within three (3) business days of the date on the request.





## The City of Canton

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5. List of Subcontracted Work Categories. Each Bidder will submit with its bid a completed list of Subcontracted Work Categories, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested information within three (3) business days of the date on the request.
6. Additional Criteria for Determining Lowest and Best Bid. Pursuant to the Codified Ordinances of the City of Canton, Chapter 105, the Owner, in its discretion, may consider any or all of the Additional Criteria below in determining which bid is lowest and best.
  - a. Any OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the Bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
  - b. Any violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin, and/or violation of any employee's civil or labor rights or equal employment opportunities.
  - c. Any litigation in which the Bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years. Bidders shall provide copies of pleadings.
  - d. Allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.
  - e. Violations of the workers compensation law.
  - f. Any criminal convictions or criminal indictments, involving the Bidder, its officers, directors, owners, and/or managers within the past five years.
  - g. Any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules, and/or regulations.
  - h. Documentation that the Bidder provides health insurance and pension benefits to its employees.
  - i. Whether the Bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
  - j. Whether the Bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
  - k. Whether the Bidder's employees are OSHA-10 and/or OSHA-30 certified.
  - l. The Bidder's commitment to comply with the Owner's Contract Compliance Program regarding equal employment opportunity. Each Bidder shall file contract employment reports with the Owner's contracting agency or as may be directed by the Owner or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs, and statistics of the Bidder and shall be in such form as the Owner may prescribe.



## The City of Canton

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- m. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- 7. The failure to submit information that Owner has the right to receive under these Instructions to Bidders on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.
- 8. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
- 9. After bid opening, within three (3) business days of a request made by the Owner, the apparent low Bidder and any other Bidder so requested by the Owner must submit the following:

For all subcontracts with an estimated value of at least \$50,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together:

- i. Project Owner
- ii. Project Name
- iii. Subcontract Scope
- iv. Subcontract Value
- v. Owner's contact name and phone number.

If Bidder and a proposed Subcontractor have not worked together on at least three projects in the past five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.

The above Subcontractor information, as well as the criteria set forth in Paragraph I.3 herein, as it pertains to each Subcontractor may be used in the Owner's determination of the lowest and best bid.

Once a Bidder identifies its proposed Subcontractors as set forth in this Paragraph I.9, the list shall not be changed unless written approval or direction for the change is made by Owner.

### 10. Additional Post-Bid Submittals

- a) Affidavit as to Personal Property Taxes. The successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.



## The City of Canton

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11. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
12. Award of Contract. The award of the Contract will only be made pursuant to approval of the City's Board of Control.

### J. EXECUTION OF CONTRACT

1. Within the time designated by the Owner after award of the Contract, the successful Bidder shall execute and deliver to the Owner the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

### K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus may be specified. Should this be the case, each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner of use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Owner a minimum of seven (7) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Contract Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Owner's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
- b. Requests submitted without adequate documentation;
- c. Requests received after the specified cut-off date;
- d. Requests, which in the sole discretion of the Owner, do not offer a sufficient benefit to the Project.



## The City of Canton

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4. When the Owner approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work or other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
6. If an addendum is issued approving a substitution for a specified Standard, any Bidder proposed to use said substitution must indicate so with its Bid, using the form provided.
7. Following the award of the Contract, there shall be no substitution for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.
8. The Owner reserves the right to value engineer any item within the specifications if it is deemed to be in the best interest of the Owner.

### **L. ALTERNATES**

1. The Owner may request bids on alternates. At the time of awarding the Contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
2. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

### **M. UNIT PRICES**

1. Where unit prices are requested in the Bid Form the Bidder should quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Owner determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.



## The City of Canton

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### **N. ADDENDA**

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. **This is 8/27/2020, 2:00:00 PM.** The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Owner will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall **NOT** be legally binding. All Addenda shall become a part of the Contract Documents.
3. All Addenda will be issued, except as hereafter provided, via the current City bid tool at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
4. Copies of each Addendum will be posted via the Owner's current bid tool and it is the responsibility of the bidder or any other interested party to check the bid tool for any updates or addenda. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should check the Owner's bid tool prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
  - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
  - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

### **O. INTERPRETATION**

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner at [purchasing@cantonohio.gov](mailto:purchasing@cantonohio.gov). Requests received fewer than 5 days prior to bid opening may not be answered. Any interpretation of the proposed documents will be made by Addendum only and will be made available by the City's web tool. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.



## The City of Canton

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3. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

### P. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

### Q. DATE FOR SUBSTANTIAL COMPLETION/DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES

1. Dates for Substantial Completion. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner-Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only by Change Order. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**

- a. Date for Overall Project Substantial Completion. The successful Bidder shall have all of its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the following date as applicable to the Bidder's scope of work.

Date for Substantial Completion (aka Contract Time) expressed as calendar days from Notice to Proceed:

**51 calendar days**

2. Liquidated Damages.

- a. Overall Project Substantial Completion. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion or Finally Complete within thirty (30) calendar days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages for Overall Project Substantial Completion are set forth in the tables included in the Owner-Contractor Agreement. The total amount of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete or to the extent that its Work is not Finally Complete more than thirty (30) calendar days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables.

3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially





## The City of Canton

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Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

### **R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES**

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

### **S. MODIFICATION/WITHDRAWAL OF BIDS**

1. Modification. A Bidder may modify its bid by written communication to the Owner at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
  - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
    - (1) the price bid was substantially lower than the other bids;
    - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
    - (3) the bid was submitted in good faith; and
    - (4) the Bidder provides written notice to the Owner within two (2) business days after the bid opening for which the right to withdraw is claimed.
  - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
  - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to



## The City of Canton

prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

### T. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
  - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
  - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

### U. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

### ~~V. PREVALING WAGES~~ Prevailing Wage Rates Do Not Apply to This Project

1. The Project is a "Construction" project as defined in Section 4115.03 of the Ohio Revised Code. If the Project is defined as such as "Construction" project, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

### W. DBE PARTICIPATION GOALS

1. Owner has established the following Disadvantaged Business Enterprise ("DBE") participation goal for the Project as a percentage of the Contract Price:

0%

2. Any Minority Business Enterprise ("MBE") or Woman-Owned Business Enterprise ("WBE") proposed to count towards the DBE participation goal must first be certified at bid time as an MBE or WBE under the Ohio Department of Administrative Services MBE Cross Certification Program (which includes MBEs and WBEs certified by the City of Canton), or certified as a DBE under Ohio's Unified Certification Program administered by the Ohio Department of Transportation.





## The City of Canton

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3. Documentation of DBE Participation. Each Bidder must submit with its bid a list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price.
4. Certification of Good Faith Efforts. If a Bidder has not met the DBE participation goal, it must attach to its bid, a narrative (which may include exhibits) demonstrating the good faith efforts made by the Bidder to secure DBE participation in the Project. Good faith efforts include:
  - Conducting outreach and recruiting activities;
  - Informing DBEs of the opportunity to participate in the Project at least 30 calendar days before the bid closes;
  - Considering subcontracting with a consortium of DBEs; and
  - Using the services and assistance of the Small Business Administration and Minority Development Agency of the U.S. Department of Commerce.

Owner, in its sole discretion, will be the sole evaluator of whether any particular Bidders' efforts sufficiently demonstrate good faith efforts for securing DBE participation.

5. Challenges to Owner's Discretion. If any Bidder directly challenges, or indirectly challenges through contribution of money or other resources to a third party, Owner's discretion in determining any Bidder's compliance with the DBE goal stated in these Instructions to Bidders, or good faith efforts pertaining to same, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such challenge, should there be an adjudication by a court of competent jurisdiction that the Owner did not abuse its discretion in making its determination.
6. Failure to Comply. If a Bidder is awarded a contract for the Project, and later fails to fulfill its stated DBE participation goals, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such failure. That Bidder also agrees to cooperate with all reasonable requests to determine actual DBE participation, including but not limited to certifying actual participation and providing documentation in support of same.

## **X. OTHER LOCAL ORDINANCE REQUIREMENTS**

1. Each Bidder, by the act of submitting its bid agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances of the City of Canton for wages, salaries, fees, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this Agreement. Bidder agrees with the Owner regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code. Municipal income tax withholding provisions of Section 718.011(B)(1) and 718.011(D) of the Ohio Revised Code shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property. Each Bidder agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Each Bidder, by the act of submitting its bid agrees that all steel necessary in the construction of the Work performed under the Agreement shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply.



## The City of Canton

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3. Each Bidder, by the act of submitting its bid agrees that all materials used in the construction covered by the Agreement shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
4. Chapter 105.12 – Local Bidder Preference.
  - a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
  - b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
  - c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.
  - d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. (Ord. 115-2018. Passed 5-14-18.)
5. Each Bidder, by the act of submitting its bid agrees as follows during the performance of the Agreement:
  - a. The Contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation, or gender identity. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation, or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation, or gender identity.



## The City of Canton

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- c. The Contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the equal opportunity clause of the Owner; and it shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor shall submit in writing to the Owner its affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the Contractor its affirmative action plan. The responsibility for securing these affirmative action plans falls upon the Contractor and shall be on file at the office of the Contractor. The Contractor shall furnish all information and reports required by the Owner or its representative pursuant to the Contract Documents, and shall permit access to its books, records, and accounts by the contracting agency of the Owner and by the Executive Secretary of the Owner for purposes of investigation to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the Owner may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as is necessary to protect the interests of the Owner and to effectuate the Owner's equal opportunity program and, in the case of contracts receiving Federal assistance, the Contractor or the Owner may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor shall file and shall cause its subcontractors, if any, to file compliance reports with the Owner in the form and to the extent prescribed by the Owner or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Contractor and its subcontractors.
- g. The Contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
- h. Refusal by the Contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - (1) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor or subcontractor is in compliance with the provisions of the Agreement.
  - (2) Refusal of all future bids for any public contract with the Owner or any of its departments or divisions, until such time as the Contractor or subcontractor demonstrates that it has established and shall carry out the policies of the program as herein outlined.
  - (3) Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - (4) In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to



## The City of Canton

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enforce these provisions, including enjoining within applicable laws of contractors, subcontractors, or other organizations, individuals, or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

2. A Project Labor Agreement (PLA) has not been required for this project. Prevailing Wages are required for this Project (See Appendix B).

### Y. OHIO PUBLIC WORKS COMMISSION FUNDING

1. No When this line is checked by the Owner, e.g. with an "X" or other mark, the Project is being funded in whole or part by the Ohio Public Works Commission ("OPWC"), and the requirements of the OPWC, attached to these Instructions to Bidders, apply.
2. The OPWC requirements include that the Bidder include with its bid certification of agreement and compliance with certain statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

### END OF INSTRUCTIONS TO BIDDERS



The City of Canton

## OWNER-CONTRACTOR AGREEMENT

*[Where Owner Performs Construction Administration Duties]*

**Owner:**

The City of Canton  
218 Cleveland Avenue SW  
Canton, OH 44702  
Telephone: 330.489.3283

**Contract:**

**Ordinance:** 2/2020  
**Alternates:**

**Contractor:**

Telephone:  
Fax:

**Project:**

**US-30 Storm Sewer - Cleaning & Televising - 2020**

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

**1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents:

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (EJCDC C-700), as modified;
- F. Supplementary Conditions (when applicable);
- G. Drawings;
- H. Specifications;
- I. Addenda issued;
- J. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- K. Statement of Claim Form; and
- L. Modifications issued after the execution of the contract, including:
  - i. A Change Order;
  - ii. A Work Change Directive; or,
  - iii. A written order for a minor change of the Work issued by the Owner or Engineer in accordance with the General Conditions.
- M. ☐ When this line is checked by the Owner, e.g. with an "X" or other mark, the State of Ohio Department of Transportation, Construction and Material Specifications, effective as of January 1, 2019, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner.

- 1.1** Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.



## The City of Canton

**Note: Non-Contract Documents.** The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Engineer has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Engineer with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (Not applicable, if none are listed).

**Note: Non-Contract Documents.** The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

**2. ENGINEER RELATIONSHIP.** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Engineer and the Contractor or any Subcontractor or Material Supplier to the Project. The Engineer, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Engineer that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Engineer that are performed for the sole benefit of the Owner.

Owner will be performing construction administration duties as identified in the General Conditions, including, but not limited to: reviewing Applications for Payment, Change Proposals, Claims, and Shop Drawings; measuring Work quantities; and issuing Work Change Directives.

**2.1** The Engineer is:  
**Broc McCroskey**  
**broc.mccroskey@cantonohio.gov**  
**330-438-6945**

**3. TIME FOR COMPLETION AND PROJECT COORDINATION.**

**3.1 DATE OF COMMENCEMENT.** The date of commencement of the Work shall be the date identified in the Notice to Proceed issued by the Owner, or by the Owner through the Engineer, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.



## The City of Canton

**3.2 DATE OF SUBSTANTIAL COMPLETION.** The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Owner or Engineer. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within **51 calendar days** of the Date of Commencement ("Date of Substantial Completion"). Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

**3.2.1 DATE OF FINAL COMPLETION.** The Contractor shall achieve Final Completion of its Work on the Project, as defined in the General Conditions, within **30 calendar days** of the Date of Substantial Completion ("Date of Final Completion"). Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Owner or Engineer all documents required to be submitted to the Owner or Engineer for final payment.

**3.2.2 UTILITIES AND OPERATIONS.** Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

**3.2.3 SHUTDOWN DATES.** Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none are listed):

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

**3.3 CONSTRUCTION SCHEDULE.** The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

**3.4 LIQUIDATED DAMAGES.** If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete by the Date of Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work.

### LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION OF OVERALL PROJECT

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 750.00
\$500,000.01 to \$2,000,000.00	\$ 1,000.00
\$2,000,000.01 to \$10,000,000.00	\$ 1,300.00
\$10,000,000.01 to \$50,000,000.00	\$ 2,000.00
\$50,000,000.01 and greater	\$ 2,500.00





#### LIQUIDATED DAMAGES – FINAL COMPLETION

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

**LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION FOR ANY INTERIM MILESTONE SCOPE WILL BE \$1,000 PER DAY FOR EACH DAY OF UNEXCUSED DELAY BEYOND THE MILESTONE.**

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

**4. CONTRACT SUM (also called Contract Price).** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is \$, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

**4.1** Base Bid Amount: \$ (Lump Sum Bid); and

**4.2** Accepted Alternates, included in the Contract Sum:

<b>Alternate No.</b>	<b>Description</b>	<b>Amount</b>
1	N/A	\$
2	N/A	\$

**4.3** Allowances included in the Contract Sum:

<b>Allowance Description</b>	<b>Amount</b>
Allowance #1: Local Off-Duty Police Assistance with Maintenance of Traffic (MOT)	\$9,600.00
Allowance #2: N/A	\$

**4.4** If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

**5. RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.





**6. GENERAL.**

**6.1 MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

**6.2 ASSIGNMENT.** The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

**6.3 LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

**6.4 CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

**6.5 APPROVALS.** Except as expressly provided herein, the approvals and determinations of the Owner and Engineer will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

**6.6 PARTIAL INVALIDITY.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**6.7 COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

**6.7.1 NON-DISCRIMINATION.** Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired



## The City of Canton

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for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

**6.7.2 PREVAILING WAGE RATES.** The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation, if any, to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

**6.7.3 ETHICS.** By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

**6.8 JOB MEETINGS.** The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

**6.9 PROPERTY TAX AFFIDAVIT.** The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

**6.10 WARRANTIES.** Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

**6.11 CONTRACTOR ATTESTATIONS.**

- .1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.
- .2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.
- .3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this Agreement.
- .4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.
- .5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset,



## The City of Canton

and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the Contract Documents.

**6.12 ENTIRE AGREEMENT.** This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner:

**The City of Canton**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



The City of Canton

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CERTIFICATE  
(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer



The City of Canton

## BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") as principal and \_\_\_\_\_  
\_\_\_\_\_ as surety are hereby held and firmly bound unto the **City of Canton** as  
obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, to undertake the construction of the **US-30 Storm Sewer - Cleaning &  
Televising - 2020 Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the  
principal's bid to the obligee, incorporating any additive or deductive Alternates 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 full amount of the principal's bid, including  
add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full  
amount of the bid including add 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has  
submitted a bid for work on the Project.

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, plans, details, specifications, and bills of material; and in the  
event the principal pays to the obligee the difference not to exceed ten percent (10%) 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 (10%) 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 (10) days after the awarding of the  
contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of  
material, 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; and surety shall  
indemnify the obligee against all damage suffered by failure of the principal to perform the contract  
according to its provisions and in accordance with the plans, details, specifications, and bills of material  
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or  
material furnished in carrying forward, performing, or completing the contract and surety further agrees  
and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a  
just claim, as well as for the obligee; 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 plans or specifications therefore shall in any wise affect the



## The City of Canton

obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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### PRINCIPAL

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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### SURETY

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

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### SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_



## The City of Canton

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**NOTE:** The Contract Bond form that follows is to be used **ONLY** by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

**AIA and EJCDC Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.**



The City of Canton

**CONTRACT BOND**  
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and \_\_\_\_\_, as surety, are hereby held and firmly bound unto the **City of Canton** ("Owner") as obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which 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-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the Owner for construction of the **US-30 Storm Sewer - Cleaning & Televising - 2020 Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor 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 plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_





The City of Canton

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## BID FORM

### 1.01 BID SUBMITTED BY:

\_\_\_\_\_  
(Contractor)

Date bid submitted: \_\_\_\_\_

### 1.02 DELIVER TO:

The City of Canton  
ATTN: **Purchasing/Bids**  
218 Cleveland Avenue SW  
Canton, OH 44702

### 1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **US-30 Storm Sewer - Cleaning & Televising - 2020 Project** including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

### 1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice to Bidders, Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700) (as modified for the Project), Drawings, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

### 1.05 **BONDS AND CONTRACT:** If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.

### 1.06 **COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its Work as required by the Contract Documents.

**NOTE A:** The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

**NOTE B:** Bidder is cautioned to bid only on the Brands or Standards specified.

**NOTE C:** If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.



**2.01 BID:**

Include the cost of all labor and material for the contract listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deduction from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deduction, the amount shall be a deduction).

**2.02** Bidder will complete the Work in accordance with the Contract Documents for the prices set forth in the attached Bid Schedule.

**3.01 INSTRUCTIONS FOR SIGNING**

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

**4.01 BIDDER CERTIFICATIONS.** The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
- 2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Owner.
- 3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the



The City of Canton

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surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.

4. The Bidder represents, understands and agrees that a) the Claim procedures in the General Conditions as modified for the Project are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Bidder has submitted the lowest and best bid and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: \_\_\_\_\_

BIDDER IS (check one): ☐ sole proprietor ☐ partnership ☐ corporation ☐ other legal entity



The City of Canton

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____
	_____
	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

_____	_____
_____	_____
Name	_____
_____	Address
_____	_____
_____	_____
Name	_____
_____	Address
_____	_____
_____	_____
Name	_____
_____	Address
_____	_____
_____	_____
Name	_____
_____	Address

END OF SECTION



The City of Canton

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**CONTRACTOR'S QUALIFICATION STATEMENT**  
**US-30 Storm Sewer - Cleaning & Televising - 2020 Project**

SUBMITTED TO: The City of Canton  
ATTN: **Purchasing/Bids**  
218 Cleveland Avenue SW  
Canton, OH 44702

SUBMITTED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT: **US-30 Storm Sewer - Cleaning & Televising - 2020 Project**

**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor in the construction industry?
- 1.2 How many years has your organization been in business under its present business name?
- 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation:
- 1.3.2 State of incorporation:
- 1.3.3 President's name:
- 1.3.4 Vice President's name(s):
- 1.3.5 Secretary's name:
- 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:



## The City of Canton

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- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
  - 1.5.1 Date of organization:
  - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2. List jurisdictions in which your organization's partnership or trade name is filed.
- 2.3. List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Contractor, to the extent that any work to be performed on this Project is within the field of such licensed profession.

## 3. EXPERIENCE

- 3.1. List the categories of work that your organization normally performs with its own forces.
- 3.2. Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
  - 3.2.1. Has your organization ever failed to complete any work?
  - 3.2.2. Has your organization ever failed to complete any work by the substantial completion date, final completion date, or in a timely manner?
  - 3.2.3. Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? Has your organization had any extension requests, fines and penalties imposed, or contract defaults? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and the basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.

- 3.3. Has your organization ever failed to comply with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If the answer is yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.
- 3.4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.
- 3.5. On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$10,000,000, giving the name of project, owner and its telephone



The City of Canton

number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.5.1. State total amount of work in progress and under contract:

- 3.6. Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. Include details regarding timeliness of performance and quality of work. List the original contract price for each project, the amount of any change orders or cost overruns on each, the reasons for the change orders or cost overruns, and your organization's record for complying with and meeting completion deadlines on construction projects. If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

<b>Project And Work</b>	<b>Contract Sum</b>	<b>Owner's Representative &amp; Telephone Number</b>	<b>Engineer's Or Architect's Representative Name &amp; Telephone Number</b>	<b>Additional Comments</b>



The City of Canton

- 3.7. Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. Include details regarding how such projects demonstrate your organization's ability and capacity to perform a substantial portion of the Project with its own work force. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number	Additional Comments

- 3.7.1. State average annual amount of construction work your organization has performed during the last five years.
- 3.7.2. If any of the following members of your organization's management -- president, chairman of the board, or any director -- operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.
- 3.7.3. If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."
- 3.7.4. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."
- 3.8. On a separate sheet, list the construction education, training, construction experience, and tenure with your organization for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.
- 3.9. Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.

4. REFERENCES

- 4.1. Trade References:
- 4.2. Bank References:
- 4.3. Surety:





The City of Canton

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4.3.1. Name of bonding company:

4.3.2. Name and address of agent:

5. FINANCING

**5.1 Financial Statement (May be required, but only post-bid. Not a requirement to provide with bid.)**

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5.3 Attach additional documentation or explanations demonstrating your organization's financial responsibility, adequate resources and availability of credit, its means and ability to procure insurance and acceptable performance bonds required for the Project.

6. Does your organization participate in a drug-free workplace program? Provide your organization's record for both resolved and unresolved findings of the Auditor of the State of Ohio for recovery as defined in Section 9.24 of the Ohio Revised Code.

7. List any projects within the previous five years where a public entity determined that your organization was not a responsible bidder, including the name of the public entity, the reasons given by the public entity, and an explanation thereof.

8. Additional Criteria. Pursuant to the Codified Ordinance of the City of Canton, Chapter 105, the Owner, in its discretion, reserves the right to request additional information and documentation relating to the foregoing and related to any of the criteria listed in Paragraph I.6 of the Instructions to Bidders from Bidders after the bid opening. The Owner may consider such information and documentation in determining which bid is lowest and best. The Owner, in its discretion, may consider and give such weight to any and all criteria as it deems appropriate.

[left intentionally blank]



The City of Canton

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**Certification.** The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

*SIGNATURE:*

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name of  
Organization: \_\_\_\_\_

By: \_\_\_\_\_  
[print name]

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL



The City of Canton

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### **Modified General Conditions (EJCDC)**

Please go to this [link](#) for the document or enter the following link into a web browser:

<https://cantonohio.gov/DocumentCenter/View/594/Modified-Standard-General-Conditions-of-the-Construction-Contract---Where-Owner-Performs-Administrative-Duties-PDF>



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## City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited to, the following:

**1. Chapter 105.02 – Public Paving Time Restrictions.**

All City public paving contracts shall include a provision for liquidated damages in order to provide the City reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the City's road surfaces from May 1<sup>st</sup> to October 1<sup>st</sup>; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.

*(Ord. 270-2014. Passed 12-29-14.)*

**2. Chapter 105.03 – U.S. Steel Usage Required; Exception.**

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City.

*(Ord. 224-77. Passed 6-27-77.)*

**3. Chapter 105.05 – Materials to be Purchased Locally.**

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

*(Res. 49-77. Passed 2-7-77.)*

**4. Chapter 105.06 – Minority Contract Provision.**

a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$\_\_\_\_\_ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

*(Ord. 185-2011. Passed 10-31-11.)*

**5. Chapter 105.12 – Local Bidder Preference.**

a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office,



## The City of Canton

sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice: Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. *(Ord. 115-2018. Passed 5-14-18.)*

### 6. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

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



## The City of Canton

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of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.  
(Ord. 238-2015. Passed 11-30-15.)

### 7. **Chapter 182.30 – Contract Provisions**

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

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

- b. By entering into contract with the City of Canton \_\_\_\_\_ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. \_\_\_\_\_ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

### 8. **Chapter 507.03 – Equal Employment Opportunity Clause.**

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
  2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or



- understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
  5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
  6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
  7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
  8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
    - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
    - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
    - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
    - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

*(Ord. 179-74. Passed 6-17-74.)*



The City of Canton

## STATEMENT OF CLAIM FORM

Claim No. \_\_\_\_ for Contractor

1. Name of Contractor: \_\_\_\_\_

2. Date written claim given: \_\_\_\_\_.

3. Contractor's representative to contact regarding the claim:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_ (office) FAX No. \_\_\_\_\_

E-mail: \_\_\_\_\_

4. General description of claim:

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5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

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6. Delay claims:

6.1 Date delay commenced: \_\_\_\_\_

6.2 Duration of the delay: \_\_\_\_\_

6.3 Apparent cause of the delay and part of critical path affected:

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6.4 Impact of the delay and recommendations for minimizing such impact:

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7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

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8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_





The City of Canton

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**CONTRACTOR'S ACKNOWLEDGMENT**

State of \_\_\_\_\_,

County of \_\_\_\_\_, ss:

\_\_\_\_\_ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

\_\_\_\_\_

Sworn to before me a notary public by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND ENGINEER.



## The City of Canton

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1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Engineer that the Contractor will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.
7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions



The City of Canton

**CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT**

(O.R.C. § 5719.042)

State of Ohio

County of \_\_\_\_\_, ss:

\_\_\_\_\_, being first duly sworn, deposes and says that he is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_ with offices located at  
(Title) (Contractor)

\_\_\_\_\_, and as its duly  
(Address of Contractor)

authorized representative, states that effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
(Name of Contractor)

- ( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (includes total amount due, plus penalties and interest thereon)
Stark	\$ _____

- ( ) is not charged with delinquent personal property taxes on the general list of personal property in Stark County.

\_\_\_\_\_  
\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me by the above-named affiant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires

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



The City of Canton

**CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT  
("AFFIDAVIT")**

Project: **US-30 Storm Sewer - Cleaning & Televising - 2020**

In consideration for payment received from the City of Canton (the "City") in the amount requested in Contractor's Final Application for Payment to the City, the receipt of which is hereby acknowledged, the undersigned Contractor hereby waives and releases any rights it has or may have to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the City, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the City, except for any Claims the undersigned has made by properly and timely submitting a written statement of its Claim. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

_____	State of: _____ County of _____
Company Name	
_____	Subscribed and sworn to before me this _____
Authorized Signature (Company Officer)	day of _____
_____	Notary Public: _____
Title	My Commission Expires: _____
_____	
Date	





TABLE OF CONTENTS	
COVER SHEET	SHEET 1
PLAN SHEETS	SHEETS 2-31

Appendix C

# CITY OF CANTON, OHIO US-30 STORM SEWER CLEANING & TELEVISING 2020

FROM RAFF ROAD (ROUTE 297) TO WAYNESBURG ROAD (ROUTE 43)



## GENERAL NOTES:

STORM SEWER AND STRUCTURE LOCATIONS ARE BASED ON BEST AVAILABLE INFORMATION. ACTUAL LOCATIONS OF STORM SEWERS AND STRUCTURES MAY VARY FROM PLAN INFORMATION. ANY DISCREPANCY WITH PIPE DIAMETER SHALL BE VERIFIED BY CONTRACTOR AND THE ENGINEER SHALL BE INFORMED AS SOON AS POSSIBLE. PAYMENT FOR CLEANING AND CCTV WORK WILL BE BASED ON ACTUAL PIPE SIZES.

THE FOLLOWING PAY ITEM DESCRIPTIONS PROVIDE THE OVERALL SCOPE OF WORK ASSOCIATED WITH THIS PROJECT. PIPES INCLUDED IN THE SCOPE OF THIS PROJECT ARE SHOWN IN BLUE ON THE FOLLOWING PAGES. ALL PAY ITEMS SHALL BE AS PER PLAN.

### PAY ITEMS 1 THROUGH 13 – STORM SEWER CLEANING INCLUDING INLETS/ BASINS (ALL SIZE RANGES)

THE CONTRACTOR SHALL CLEAN THE SEWERS, MEDIAN INLETS, CATCH BASINS, MANHOLES, AND RELATED UNDERGROUND STRUCTURES AND VAULTS, IN ORDER TO REMOVE MATERIAL ACCUMULATIONS (SEDIMENT AND DEBRIS) TO AN ACCEPTABLE LEVEL. ACCEPTABLE LEVEL OF CLEANING IS DEFINED AS REMOVING ALL SEDIMENT & DEBRIS TO RESTORE THE INTERNAL PIPE OPENING TO A MINIMUM OF 95% OF THE ORIGINAL INTERNAL CROSS-SECTIONAL AREA OF THE PIPE OR STRUCTURE IN A MANNER SUCH THAT 100% OF LOOSE MATERIAL IS REMOVED AND HARD MATERIALS ATTACHED TO THE PIPE WALLS ARE REMOVED TO WITHIN 1/2-INCH OR LESS OF THE PIPE WALL. ALL MATERIALS DISLODGED DURING CLEANING SHALL BE REMOVED FROM THE SEWER AND DISPOSED OF BY THE CONTRACTOR.

ALL WASTE, SPILLS, SPOILS, AND DEBRIS SHALL BE CLEANED AND REMOVED FROM THE SITE, ROADWAYS, AND PROPERTY IMMEDIATELY. NONE SHALL BE ALLOWED TO ACCUMULATE AND DISPOSED OF AT REGULAR INTERVALS TO PREVENT ODOR NUISANCES. ALL SEDIMENT & DEBRIS REMOVED FROM THE SEWER SHALL BE DISPOSED OF OFF-SITE IN A LAWFUL MANNER AT A LICENSED OFF-SITE SOLID WASTE DISPOSAL FACILITY. MATERIALS SHALL BE TRANSPORTED TO A FACILITY LICENSED AND PERMITTED FOR THAT PURPOSE. ALL MATERIALS SHALL BE PROPERLY MANIFESTED WITH THE FINAL DESTINATION DOCUMENTED. CONTRACTOR IS RESPONSIBLE FOR ALL WASTE GENERATOR/MANIFEST FORMS REQUIRED FOR DISPOSAL, INCLUDING COORDINATION WITH ENGINEER AND OWNER AS NEEDED TO COMPLETE SAID FORMS. THE COST (INCLUDING ALL LABOR AND EQUIPMENT) TO DISPOSE OF ALL MATERIAL REMOVED FROM STORM CONDUITS AND STRUCTURES SHALL BE INCLUDED IN THE PRICE PER LINEAL FOOT OF CLEANING OF SEWERS. NO SEPARATE PAY ITEM IS PROVIDED.

THE COST (INCLUDING ALL LABOR AND EQUIPMENT) TO FLUSH, CLEAN AND REMOVE/DISPOSAL OF ALL MATERIAL FROM STORM CONDUITS AND STRUCTURES SHALL BE INCLUDED IN THE APPLICABLE BID ITEM ACCORDING TO THE SIZE OF THE SEWER. PIPE LENGTH SHALL BE MEASURED FROM THE CENTER OF THE UPSTREAM STRUCTURE TO THE CENTER OF THE DOWNSTREAM STRUCTURE. ALL CLEANING ASSOCIATED WITH STRUCTURES SHALL BE INCLUDED IN THE APPLICABLE UPSTREAM AND/OR DOWNSTREAM SEWER.

### PAY ITEMS 14 THROUGH 26 – STORM SEWER CCTV (ALL SIZES)

THE CONTRACTOR SHALL PERFORM INSPECTION OF SEWERS USING A COLOR CLOSED CIRCUIT TELEVISION CAMERA (CCTV) AND DOCUMENT THE INSPECTION ON A DIGITAL RECORDER. ALL INSPECTION VIDEO SHALL BE IN MPEG OR WMV FILE FORMAT AND SAVED ON PORTABLE HARD DRIVES FOR SUBMITTAL. EACH INSPECTED SEWER SEGMENT, MANHOLE TO MANHOLE, SHOULD HAVE AN ASSOCIATED MPEG OR WMV FILE. INSPECTION LOGS, WHICH SHALL INCLUDE PIPE SEGMENT AND MANHOLE ASSET ID'S OR AS NOTED ON THE DRAWINGS, AND DIGITAL PHOTOGRAPHS (.JPG FILES) SHALL ACCOMPANY THE VIDEO INSPECTIONS FOR EACH SEWER SEGMENT (MANHOLE TO MANHOLE) INSPECTED. ALL CCTV AND INSPECTION LOG FILES SHALL BE NAMED BY THE SEGMENT ASSET ID. THE NATURE OF THE INSPECTIONS SHALL BE TO VERIFY THE CLEANLINESS OF THE SEWERS AND DOCUMENT ANY STRUCTURAL PROBLEMS. THE COST (INCLUDING ALL LABOR AND EQUIPMENT) TO TELEWISE, RECORD AND DOCUMENT ALL STORM CONDUITS AND STRUCTURES SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM BASED ON SEWER SIZE. PIPE LENGTH SHALL BE MEASURED FROM THE CENTER OF THE UPSTREAM STRUCTURE TO THE CENTER OF THE DOWNSTREAM STRUCTURE. ALL CCTV ASSOCIATED WITH STRUCTURES SHALL BE INCLUDED IN THE APPLICABLE UPSTREAM AND/OR DOWNSTREAM SEWER.

### PAY ITEM 27 - MAINTAINING TRAFFIC INCLUDING COORDINATION WITH CITY TRAFFIC ENGINEERING

THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH THE REQUIREMENTS OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) MANUAL OF CONSTRUCTION AND MATERIALS SPECIFICATIONS ITEM 614 MAINTAINING TRAFFIC. THE CONTRACTOR SHALL FURNISH, MAINTAIN, AND REMOVE ALL SIGNS, FLAGS, FLAGMEN, WATCHMEN, BARRICADES, SIGN SUPPORTS, CONES, BARRELS, AND INCIDENTALS IN CONFORMANCE WITH THE MOST RECENT REVISIONS OF THE CURRENT EDITION OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.

INTERFERENCE WITH VEHICULAR TRAFFIC SHALL BE KEPT TO A MINIMUM AT ALL TIMES. ACCESS SHALL BE MAINTAINED AT ALL TIMES FOR EMERGENCY AND FIRE DEPARTMENT VEHICLES. ALL TRUCKS, EQUIPMENT, AND SUPPORT VEHICLES, SIGNS, AND ARROW BOARDS USED BY THE CONTRACTOR OR SUBCONTRACTORS SHALL UTILIZE HIGH VISIBILITY LED WARNING LIGHTS, WHEN REQUIRED BY ODOT AND/OR THE CANTON CITY TRAFFIC ENGINEER. CONTRACTOR SHALL SUBMIT A "WORK PLAN" IF REQUESTED DURING BID EVALUATIONS. THE WORK PLAN SHALL INCLUDE A DETAILED MAINTENANCE OF TRAFFIC (MOT) PLAN FOR APPROVAL BY THE CANTON CITY TRAFFIC ENGINEER.

THE COST (INCLUDING ALL LABOR AND EQUIPMENT) TO PROVIDE, ERECT, AND DISMANTLE ALL TRAFFIC CONTROL DEVICES, ETC. DURING THE ENTIRE CLEANING AND TELEVISIONING OPERATION SHALL BE INCLUDED IN THIS BID ITEM ON A LUMP SUM BASIS. PARTIAL PAYMENT FOR THIS PAY ITEM WILL BE MADE BASED ON THE PERCENTAGE OF TOTAL FOOTAGE OF PIPE TELEVISED COMPLETED AT THE TIME OF PAYMENT APPLICATION.

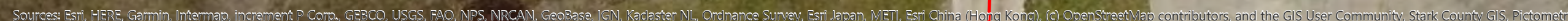
### PAY ITEM 28 – LOCAL LAW ENFORCEMENT OFFICER & VEHICLE

A SEPARATE ALLOWANCE IS INCLUDED FOR "LOCAL LAW ENFORCEMENT OFFICER". THE ALLOWANCE IS INTENDED TO PAY FOR A LOCAL (CITY OF CANTON) LAW ENFORCEMENT OFFICER AND ONE POLICE CRUISER TO ASSIST WITH MOT DURING THE PROJECT. BIDDERS CAN CONTACT THE CANTON POLICE DEPARTMENT FOR HOURLY COSTS FOR AN OFFICER AND POLICE CRUISER (CONTACT SGT. SWANK @ (330) 438-4486). THIS ALLOWANCE WILL BE PAID TO THE CONTRACTOR ON A FORCE ACCOUNT BASIS BY SUBMISSION OF INVOICE(S) FOR POLICE TIME AND EQUIPMENT WHICH WILL BE REVIEWED AND APPROVED BY THE CITY PRIOR TO COMPLETION OF THE PROJECT. ANY COSTS ASSOCIATED WITH LAW ENFORCEMENT OFFICER AND VEHICLE ASSISTANCE BEYOND THE TOTAL ALLOWANCE AMOUNT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. AT THE END OF THE CONTRACT, ALL REMAINING ALLOWANCE FUNDS WILL BE DEDUCTED FROM THE FINAL CONTRACT PRICE VIA CHANGE ORDER. THE ALLOWANCE IS NOT TO BE USED FOR THE CORRECTION OF ANY ERRORS OR OMISSIONS BY THE CONTRACTOR, OR FOR WORK ITEMS INCLUDED IN OTHER BID ITEMS.

PROJECT QUANTITIES	
Diameter	Length
12"	857'
15"	3,308'
18"	874'
21"	245'
24"	1,722'
27"	1,738'
30"	491'
33"	132'
42"	436'
48"	767"
54"	755'
66"	552'
72"	1,578'

DATE: 8 / 19 / 2020	DRAWN BY: BGM	US-30 STORM SEWER CLEANING & TELEVISIONING 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	<div>01,5003,0006,000 Feet</div>	<div>N W E S</div>
SHEET: 1	SCALE: N/A				









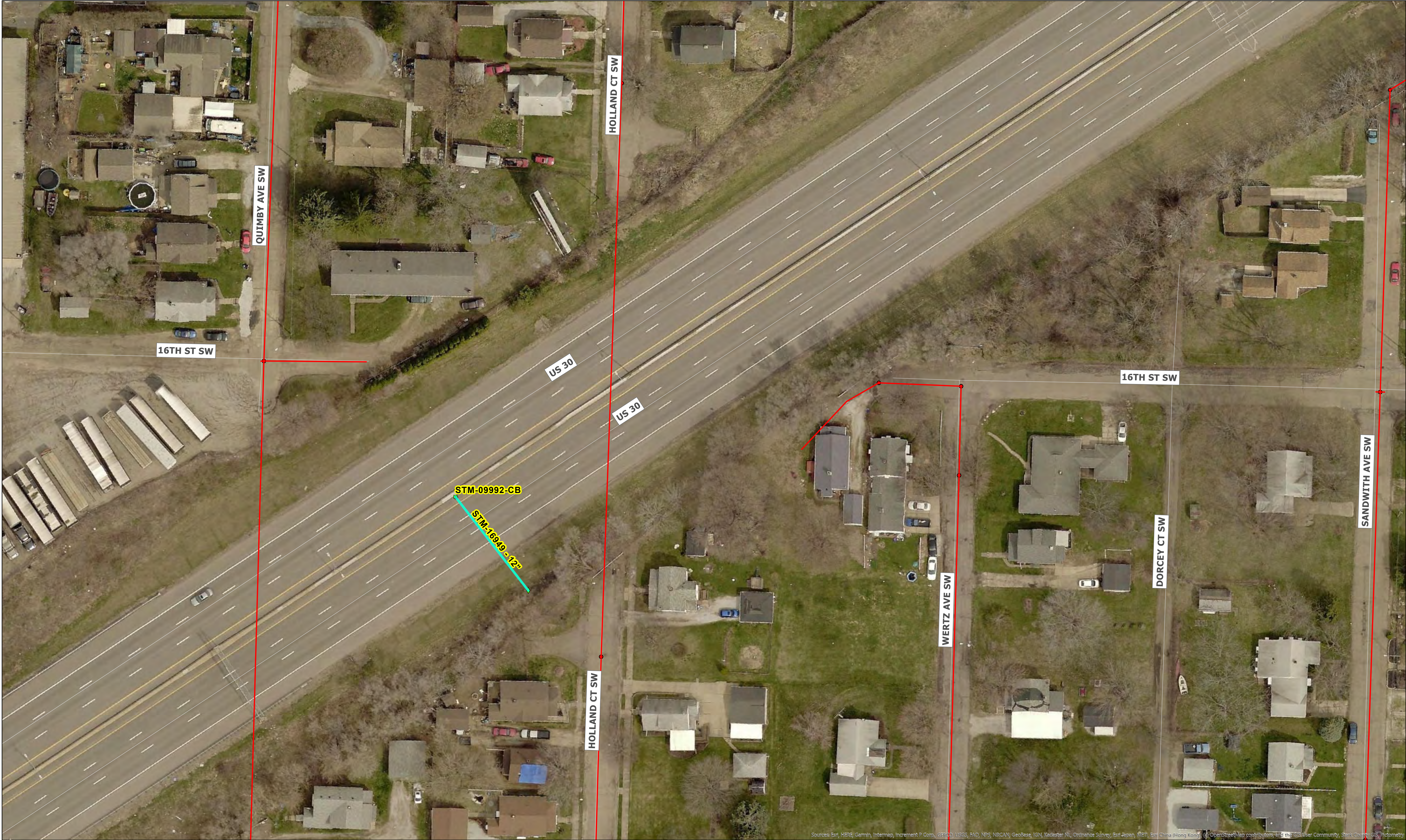
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community, Stark County GIS, Pictometry

DATE:	8/19/2020	DRAWN BY:	BGM	US-30 STORM SEWER CLEANING & TELEVISION 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	<div>050100200</div> <div>Feet</div>	<div><div></div><div>N</div><div>E</div><div>S</div><div>W</div></div>
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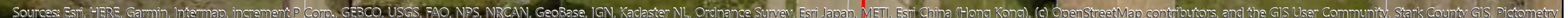




Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBasis, IGN, Vektor, NIT, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, OpenStreetMap contributors, and the GIS User Community, Stark County GIS, Pictometry

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DATE:	8/19/2020	DRAWN BY:	BGM	US-30 STORM SEWER CLEANING & TELEVISION 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	<div>050100200</div>	<div><div></div><div>N</div><div>E</div><div>S</div><div>W</div></div>
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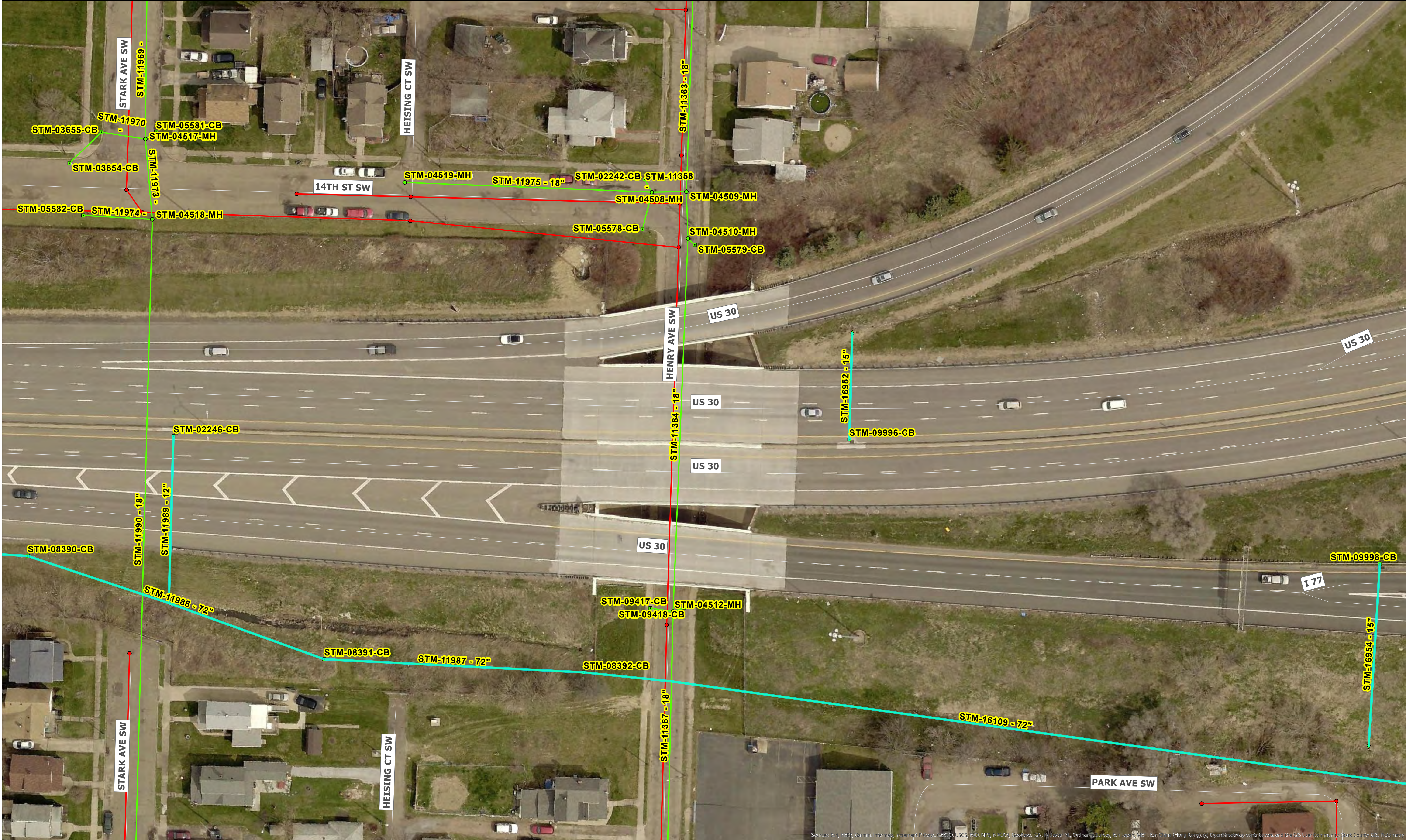










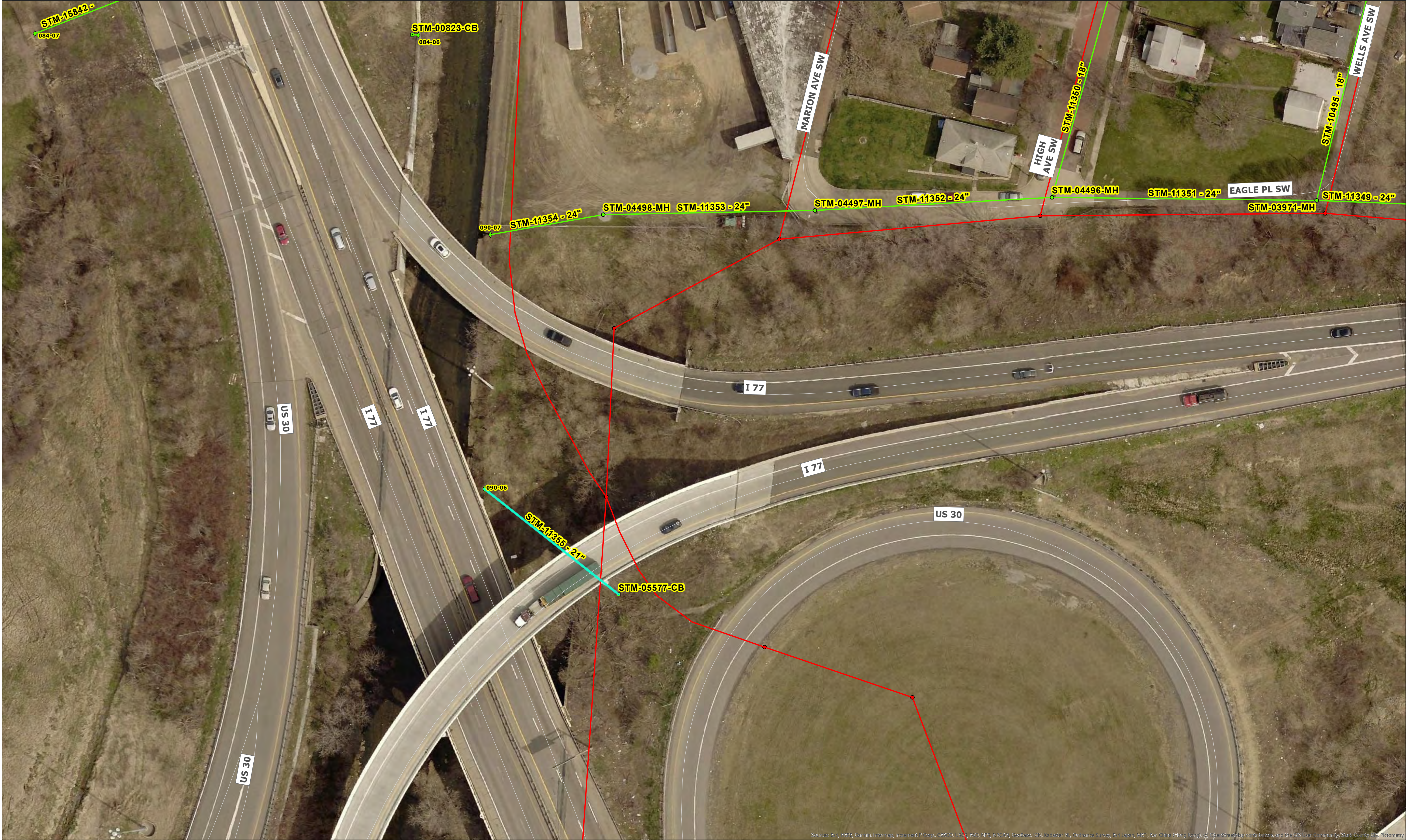


DATE:	8/19/2020	DRAWN BY:	BGM	US-30 STORM SEWER CLEANING & TELEVISION 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	<div>050100200</div> <div>Feet</div>	<div><div></div><div>N</div><div>E</div><div>S</div></div>
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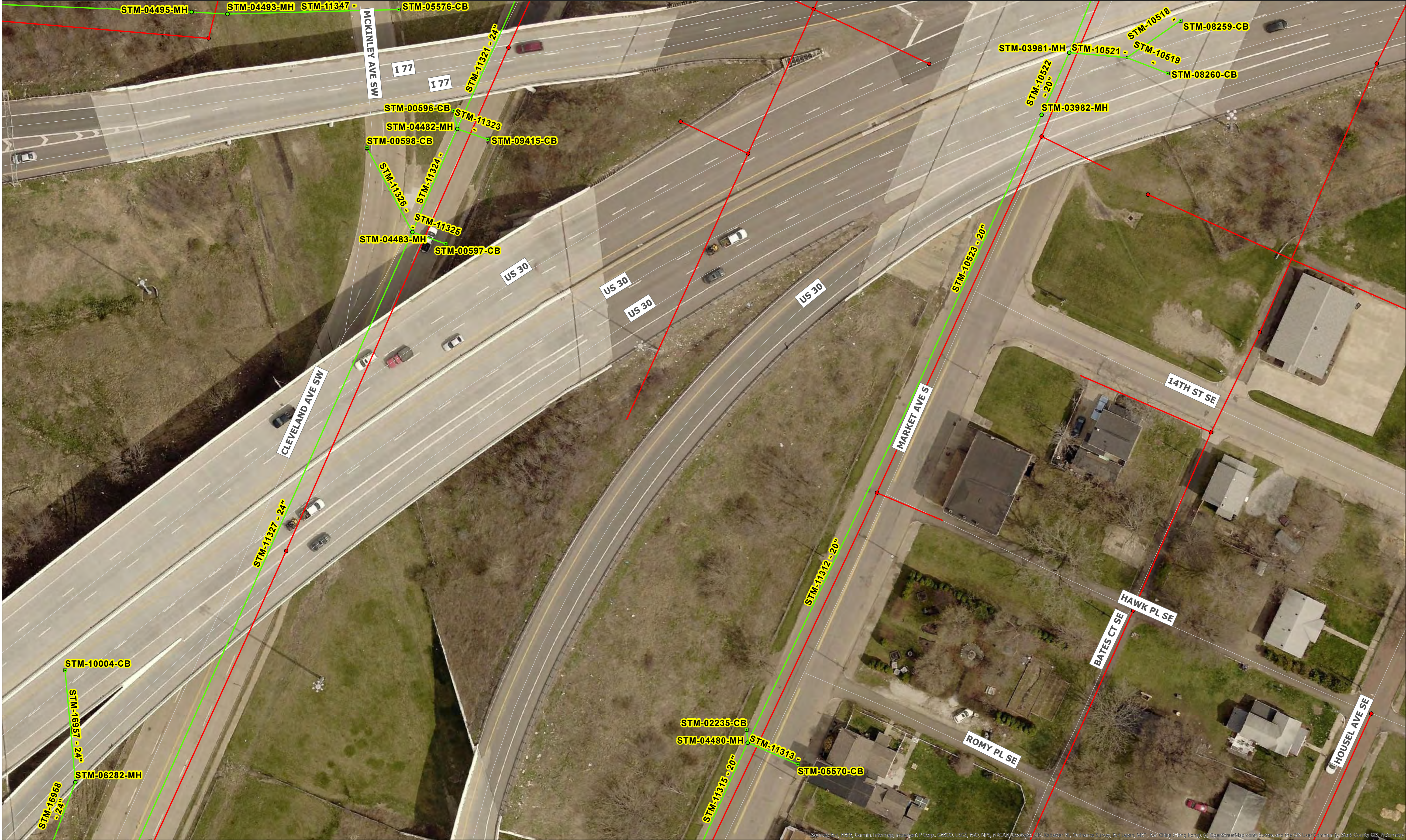




Sources: Esri, HERE, Garmin, Infarmap, Inc, Intermap, Inc, Swire, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Esri, Japan, METI, Esri, China (Hong Kong), Swire, OpenStreetMap contributors, and the GIS User Community. Stark County GIS, Pictometry

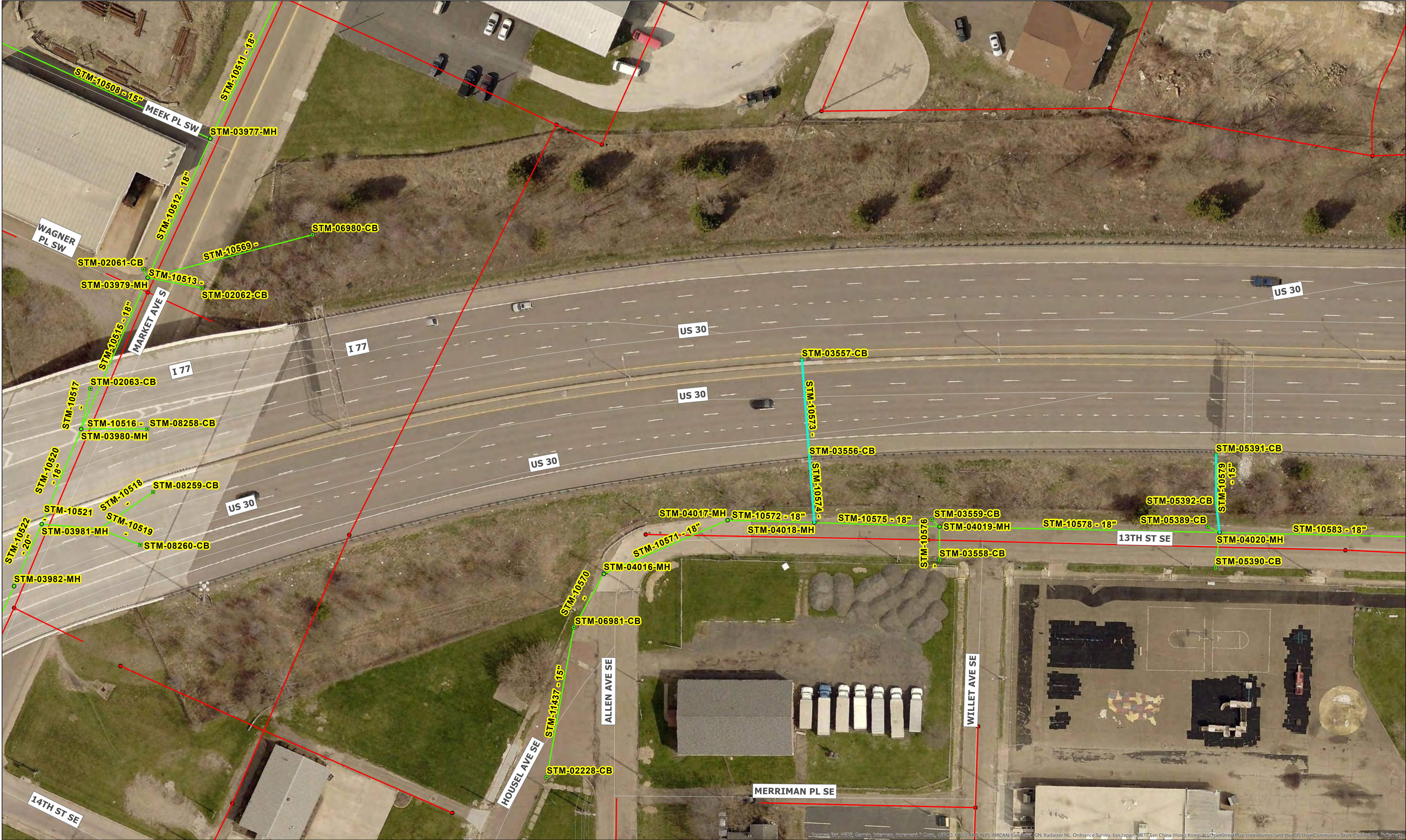
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DATE:	8/19/2020	DRAWN BY:	BGM	US-30 STORM SEWER CLEANING & TELEVISION 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	<div>050100200</div> <div>0 50 100 200 Feet</div>	<div><div></div><div>N</div><div>E</div><div>S</div><div>W</div></div>
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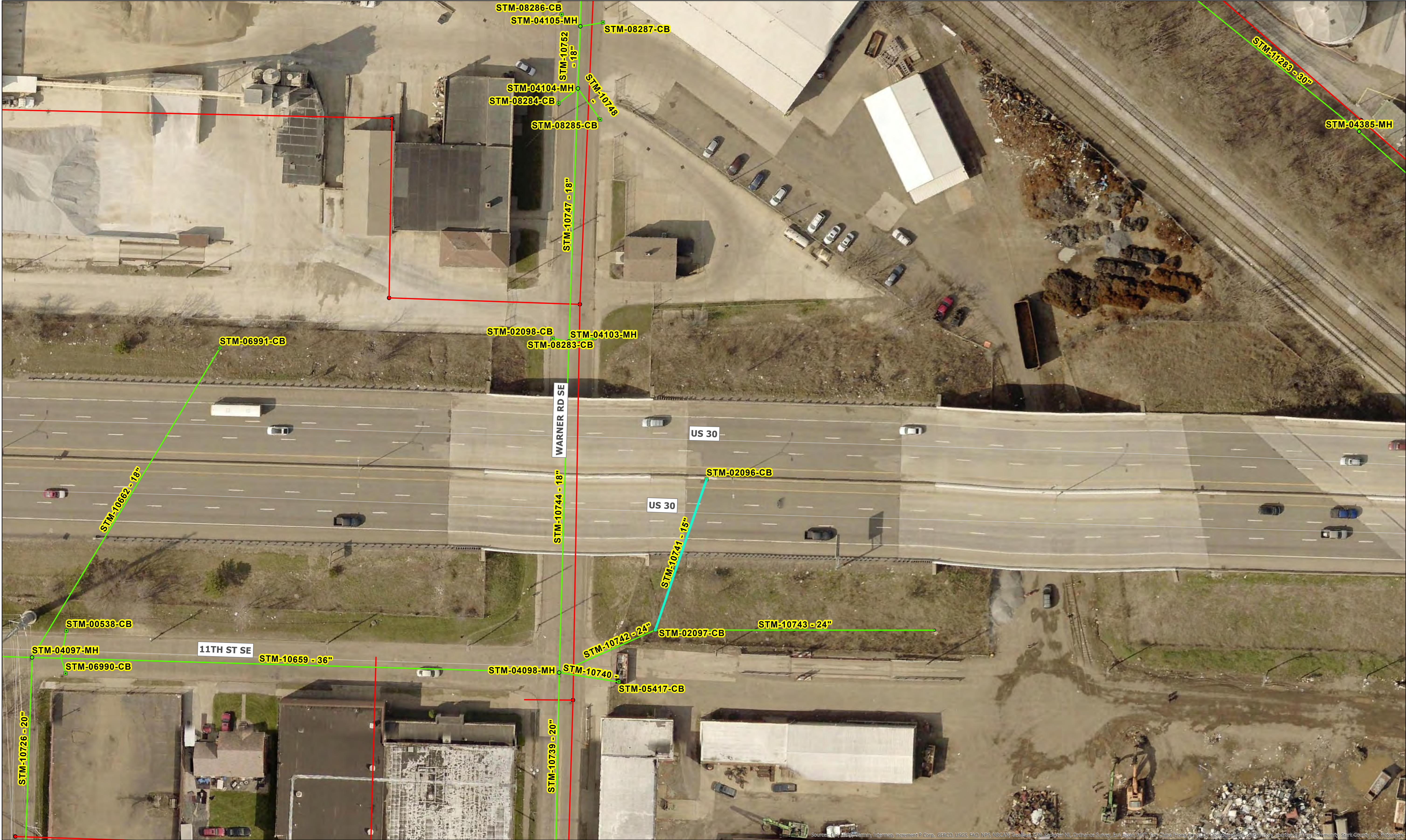






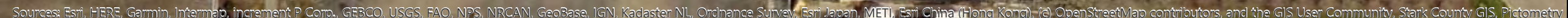
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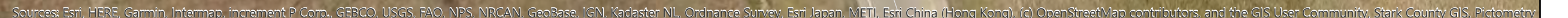


DATE:	8/19/2020	DRAWN BY:	BGM	US-30 STORM SEWER CLEANING & TELEVISION 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	0 50 100 200 Feet	N E S W
SHEET:	22	SCALE:	N/A				













Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Vectornav, Inc., Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox Contributors, and the GIS User Community. Stark County GIS. Pictometry

DATE:	8 / 1 9 / 2 0 2 0	DRAWN BY:	BGM	US-30 STORM SEWER CLEANING & TELEVISION 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	<div>050100200</div> <div>Feet</div>	<div><div></div><div>N</div><div>E</div><div>S</div></div>
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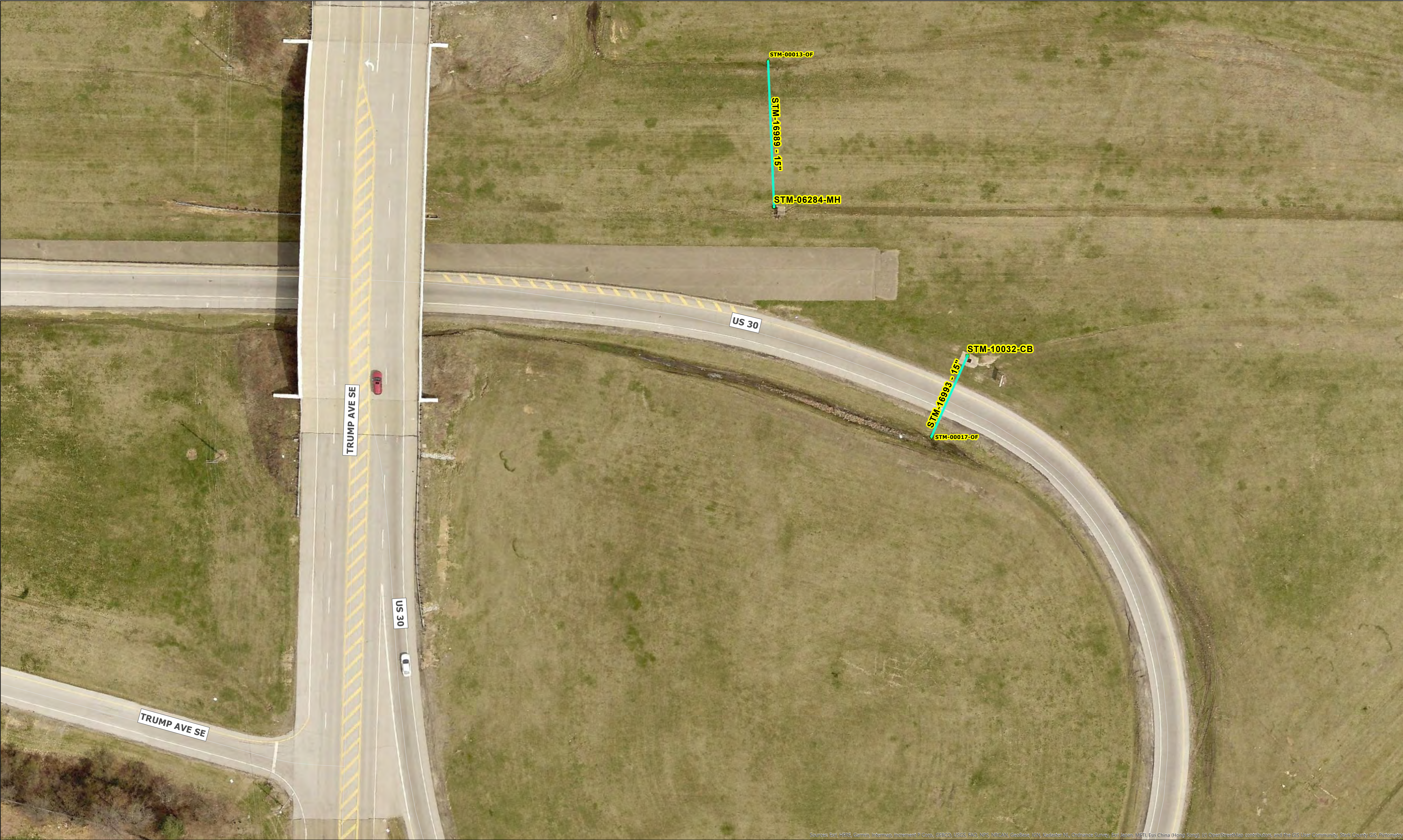








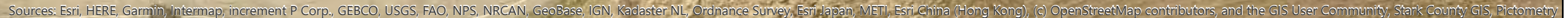


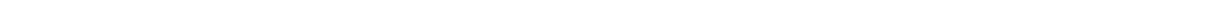



Sources: Esri, HERE, Garmin, Infarmap, Inc., Intermap, Inc., swisstopo, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Veolia, NIT, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, OpenStreetMap contributors, and the GIS User Community. Stark County GIS Department

DATE:	8 / 1 9 / 2 0 2 0	DRAWN BY:	BCM	US-30 STORM SEWER CLEANING & TELEVISION 2020	CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705	<div>050100200</div> <div>Feet</div>	<div><div></div><div>W</div><div>E</div><div>S</div></div>
SHEET:	30	SCALE:	N/A				





DATE: 8/19/2020	DRAWN BY: BGM	<b>US-30 STORM SEWER CLEANING &amp; TELEVISIONING 2020</b>	<b>CITY OF CANTON COLLECTION SYSTEMS DEPARTMENT 2901 REGENT AVE NE - CANTON, OH - 44705</b>		
SHEET: 31	SCALE: N/A				



## Signature and Proposal Pages

### Signature Page US-30 Storm Sewer - Cleaning & Televising - 2020

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **US-30 Storm Sewer - Cleaning & Televising – 2020 Project** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder hereby certifies that the undersigned \_\_\_\_\_ is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein.

The bidder herewith encloses a \_\_\_\_\_ **(BID BOND, CERTIFIED/CASHIER'S CHECK)** in the sum of \$ \_\_\_\_\_ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract for the work included in the proposal, \_\_\_\_\_ will enter into contract therefore, with sureties satisfactory to the Director of Public Service, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: \_\_\_\_\_.

SIGNATURE OF BIDDER: \_\_\_\_\_.

**NOTE:** If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.



**BID FORM**  
**City of Canton - US-30 Storm Sewer Cleaning & Televising - 2020**

We (I), the above 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.

(1) REF. NO.	(2) Description	(3) Quantity	(4) Unit	(5) Labor Unit Price	(6) Material Unit Price	(7 = 5 + 6 ) Total Unit Price (Sum of Labor and Material)	(8 = 3 x 7) Item Total
1.	Storm Sewer Cleaning including Inlets/Basins -12 inch pipe, APP	857	Feet				
2.	Storm Sewer Cleaning including Inlets/Basins -15 inch pipe, APP	3,308	Feet				
3.	Storm Sewer Cleaning including Inlets/Basins -18 inch pipe, APP	874	Feet				
4.	Storm Sewer Cleaning including Inlets/Basins -21 inch pipe, APP	245	Feet				
5.	Storm Sewer Cleaning including Inlets/Basins -24 inch pipe, APP	1,722	Feet				
6.	Storm Sewer Cleaning including Inlets/Basins -27 inch pipe, APP	1,738	Feet				
7.	Storm Sewer Cleaning including Inlets/Basins -30 inch pipe, APP	491	Feet				
8.	Storm Sewer Cleaning including Inlets/Basins -33 inch pipe, APP	132	Feet				
9.	Storm Sewer Cleaning including Inlets/Basins -42 inch pipe, APP	436	Feet				
10.	Storm Sewer Cleaning including Inlets/Basins -48 inch pipe, APP	767	Feet				
11.	Storm Sewer Cleaning including Inlets/Basins -54 inch pipe, APP	755	Feet				



**BID FORM**  
**City of Canton - US-30 Storm Sewer Cleaning & Televising - 2020**

(1) REF. NO.	(3) Description	(4) Quantity	(5) Unit	(6) Labor Unit Price	(7) Material Unit Price	(8 = 6 + 7 ) Total Unit Price (Sum of Labor and Material)	(9 = 4 x 8) Item Total
12.	Storm Sewer Cleaning including Inlets/Basins -66 inch pipe, APP	552	Feet				
13.	Storm Sewer Cleaning including Inlets/Basins -72 inch pipe, APP	1,578	Feet				
14.	Storm Sewer CCTV – 12 inch, APP	857	Feet				
15.	Storm Sewer CCTV – 15 inch, APP	3,308	Feet				
16.	Storm Sewer CCTV – 18 inch, APP	874	Feet				
17.	Storm Sewer CCTV – 21 inch, APP	245	Feet				
18.	Storm Sewer CCTV – 24 inch, APP	1,722	Feet				
19.	Storm Sewer CCTV – 27 inch, APP	1,738	Feet				
20.	Storm Sewer CCTV – 30 inch, APP	491	Feet				
21.	Storm Sewer CCTV – 33 inch, APP	132	Feet				
22.	Storm Sewer CCTV – 42 inch, APP	436	Feet				
23.	Storm Sewer CCTV – 48 inch, APP	767	Feet				



**BID FORM**  
**City of Canton - US-30 Storm Sewer Cleaning & Televising - 2020**

(1) REF. NO.	(3) Description	(4) Quantity	(5) Unit	(6) Labor Unit Price	(7) Material Unit Price	(8 = 6 + 7 ) Total Unit Price (Sum of Labor and Material)	(9 = 4 x 8) Item Total
24.	Storm Sewer CCTV – 54 inch, APP	755	Feet				
25.	Storm Sewer CCTV – 66 inch, APP	552	Feet				
26.	Storm Sewer CCTV – 72 inch, APP	1,578	Feet				
27.	Maintaining Traffic Including Coordination With City Traffic Engineering, APP	1	LS				
28.	Local Law Enforcement Officer & Vehicle, APP	1	Allowance	-	-	\$40,000.00	\$ 40,000.00

*Quantities are not guaranteed. Final payment will be based on actual quantities completed/used.*

**Informal Total of Bid Items**    \$\_\_\_\_\_

Respectfully submitted \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

(Seal - if Bid is by a corporation)



**Title VI Requirements**

The City of Canton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the City of Canton.

Please also review Appendix A, Appendix C, Appendix D and Appendix E of the Standard Assurances which are included in the following pages.



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *The City of Canton*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *{Include City of Canton specific program requirements.}*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *{Include City of Canton specific program requirements.}*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *The City of Canton* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or *The City of Canton*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non• discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or *The City of Canton* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or *The City of Canton* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Recipient) pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, (Title of Recipient) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will there upon revert to and vest in and become the absolute property of (Title of Recipient) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## **CANTON TITLE VI COMPLAINT PROCEDURE**

### **I. FILING A COMPLAINT**

**Complaint Procedure** - Any person who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, gender, age, disability, religion, low income status, or Limited English Proficiency (LEP) in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person.

It is the policy of the City to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated.

No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Any individual who feels that he or she has been discriminated against may submit a written or verbal complaint to the designated Title VI Coordinator. A complaint must include the name, address and telephone number of the individual making the complaint (complainant) and a brief description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and supporting documentation.

Complaints should be directed to the Title VI Coordinator:

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Fonda Williams  
Deputy Mayor  
218 Cleveland Ave S.W., 8<sup>th</sup> floor  
Canton, Ohio 44702  
Phone - 330-438-4302  
Email – fonda.williams@cantonohio.gov

Within 60 days of the receipt of the complaint the City will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The City will try to obtain an informal voluntary resolution to all complaints at the lowest level possible.



A complainant's identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential.

These procedures do not deny the right of any individual to file a formal complaint with any government agency or affect an individual's right to seek private counsel for any complaint alleging discrimination.

Complaints may also be filed with the following government agencies:

Ohio Department of Transportation  
Office of Equal Opportunity  
1980 West Broad Street  
MS: 3270  
Columbus, OH 43223

The U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Ohio Civil Rights Commission  
Central Office  
Rhodes State Office Tower  
30 East Broad Street, 5<sup>th</sup> floor  
Columbus, OH 43215  
614-466-2785

Ohio Civil Rights Commission  
Akron Regional Office  
Bradley S. S. Dunn, Regional Director  
Akron Government Bldg.  
161 S. High Street, Suite 205  
Akron, OH 44308  
(330) 643-3100

Link to filing a complaint online with the Ohio Civil Rights Commission:

<https://crc.ohio.gov/FilingaCharge/ChargeFilingProcedure.aspx>



## **II COMPLAINT PROCESSING**

The Title VI Coordinator will review the complaint upon receipt to ensure that all required information is provided, the complaint meets the filing deadline date which is 180 days from the date the alleged discriminatory act occurred, and falls within the jurisdiction of the City.

The Title VI Coordinator will then investigate the complaint. If the complaint is against the City then the Mayor's office or their designee will investigate the complaint. Additionally, a copy of the complaint will be forwarded to the City Law Director.

If the complaint warrants a full investigation, the Complainant will be notified in writing by certified mail. This notice will name the investigator and/or investigating agency.

The party alleged to have acted in a discriminatory manner will also be notified by certified mail as of the complaint. This letter will also include the investigator's name and will request that this party be available for an interview.

Any comments or recommendations from legal counsel will be reviewed by the Title VI Coordinator, Director of Public Service and Mayor's office.

Once the City has investigated the report findings, the City will adopt a final resolution. All parties associated with the complaint will be properly notified of the outcome of the City's investigative report.

If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), she/he shall be advised of their right to appeal the City's decision.

Appeals must be filed within 180 days after the City's final resolution. Unless new facts not previously considered come to light, reconsideration of the City's determination will not be available.

The foregoing complaint resolution procedure will be implemented in accordance with the Department of Justice guidance manual entitled "Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statutes," available online at:

<http://www.justice.gov/crt/about/cor/Pubs/manuals/complain.pdf>



## **Title VI Complaint Filing**

Complaints filed with the City of Canton, Ohio based on violations of Title VI of the Civil Rights Act of 1964, must include the following information:

- Name of Complainant
- Date of Complaint
- Address of Complainant
- Telephone Number of Complainant
- Name of Agency / Department  
Accused of Discriminatory Practices
- Name of Individual Accused of  
Discriminatory Practices
- Address of Agency
- Date of Alleged Discrimination
- Description of Alleged Discrimination  
(see below)

**11. Alleged Discrimination** - If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

- Race / Color / Religion
- National Origin
- Age · Sex, Gender
- Disability     · Income Status
- Explanation of Alleged Discrimination - Please explain as clearly as possible what happened.

Provide the name(s) of witness(s) and others involved in the alleged discrimination. (Attach additional sheets if necessary and provide a copy of written material pertaining to your case.)

- Signature of Complainant     · Date of Complaint

## **III. ENVIRONMENTAL JUSTICE**

In accordance with Title VI of the Civil Rights Act of 1964, each Federal agency shall ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin. Part of Title VI reads, “No person in the United States shall, on the ground of race, color, or national origin be excluded



from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

The three fundamental environmental justice (EJ) principles are:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

The City of Canton is committed to these three environmental justice principles in all work that the City performs.

#### **IV. ADMINISTRATION – WORK PLAN**

Pursuant to 23 CFR 200, the City of Canton has designated a Title VI Coordinator who is responsible for initiating, monitoring, and ensuring the City’s compliance with Title VI requirements for the following work plan:

- Administer, coordinate and Implement the Title VI Program plan and distribute internally and externally via website and update annually as required.
- Ensure that Assurances are being used in contracts for federal projects.
- Attend Title VI training.
- Collect public involvement data.
- Review written Title VI complaints and ensure every effort is made to resolve complaints informally at the local or regional level and review and update the City’s Title VI plan and procedures as required.
- Implement a plan that provides training to City Staff on the basic requirements of the Title VI implementation plan.

Title VI Coordinator:

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Fonda Williams  
Deputy Mayor  
218 Cleveland Avenue, S.W., 8<sup>th</sup> floor  
Canton, Ohio 44702  
Phone – 330-438-4302  
Email - fonda.williams@cantonohio.gov



## **V. LIMITED ENGLISH PROFICIENCY (LEP) POLICY**

On August 11, 2000, the President signed an executive order, *Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency (LEP)*, to clarify Title VI of the Civil Rights Act of 1964. It has as its purpose, to ensure meaningful access to programs and services to otherwise eligible persons who are not proficient in the English language. In addition, The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14, 2005 Federal Register.

This guidance outlines the following four factors that the City uses to access the LEP populations in Canton.

1. The number and proportion of LEP persons eligible to be served or likely to be encountered by the City.
2. The frequency with which LEP individuals come into contact with the program, activity or service.
3. The nature and importance of the program, activity, or service provided by the program.
4. The resources available to the City and costs.

### **Summary of the four factor analysis**

Factor 1- The number and proportion of LEP persons eligible to be served or likely to be encountered by the City can only be estimated until the actual number of persons who can speak English less than “very well” are documented as needing assistance by City Staff . With this Title VI Plan being in early development stages and considered a document that may need regular updates, US Census Bureau information is being used at this time. The total population is provided below to shown general distribution of race and ethnicity in the community. The estimated number of persons that may not speak English “very well” is following in the US Census Bureau 2006-2010 American Community Survey.

The U.S. Census Bureau provides statistics from 2010 for the City of Canton as follows:

Total population = 74,451

Population by Ethnicity:

Hispanic or Latino = 1,805 Non Hispanic or Latino = 72,646

Population by Race:

White = 53,150 African American = 16,854, Asian = 193, American Indian or Alaska Native = 372,

Native Hawaiian and Pacific Islander = 0, Other = 431, Identified by two or more = 3,451.

The US Census Bureau 2006-2010 American Community Survey 5-Year Estimates under SELECTED SOCIAL CHARACTERISTICS estimates the number of people in Canton who speak a language other than English to be 2,945 with those speaking English less than “very well” estimated at 1.0% or approximately 983 individuals who may be considered limited in English proficiency.



Factor 1(continued)-

According to the census numbers above there may be up to 983 individuals who live in the City of Canton that *may* be considered as LEP. Based on actual contact between City Staff and the community there have been very few requests from anyone in the service area asking the City to provide language translation services. Therefore, the LEP population is probably even less than the estimate shown above.

Factor 2- The frequency with which LEP individuals come into contact with the program, activity or service:

Due to the infrequent requests for translation services, there appears to be a minimal need for translation services from the City. This may be attributed to the high percentage of younger people (87.6% for ages up to 17) who are available as family members for translation services.

Factor 3. The nature and importance of the program, activity, or service provided by the program:

If at any time a LEP individual requests translation services that are considered important such that denial or delay of access or services or information could have serious or even life-threatening implications, the City will provide, upon request, services to assist the LEP population including translation of vital City documents and interpretation services.

Factor 4. The resources available to the City and costs:

The City of Canton currently has several staff members who are bilingual in English and Spanish and are available to translate requests from the Hispanic population on a day to day basis. The City also provides many of their outreach services in the predominate languages of the community, English and Spanish. In addition, certified translation services are available through LanguageLine Solutions, a telephone translation service that is accessible for phone line translations services 24 hours a day. These are services the City provides upon request as discussed in factor 3 above. Page | 12

**Summary of LEP Accommodation Plan**

- The City of Canton strives to serve its population to the best of its ability and will provide upon request, services to assist the LEP population including translation of vital documents and interpretation services deemed necessary to provide meaningful access to City services.
- A U.S. Census Bureau ISpeak card is available as part of this document and on the City's webpage and is also available at City Hall located at 414 Main Street. This card allows LEP individuals to communicate their preferred language to City Staff whereas City Staff may then access a translation service called LanguageLine, phone number 1-800-752-6096 is available to City Staff or other translation services may be used as determined by the City.
- For language translation requests from the Hispanic or Latino community the City has several staff member who are bilingual and are available to provide translation services on a day to day basis.
- The City of Canton utilizes a voluntary public involvement survey to collect information regarding persons affected by proposed projects. The survey permits respondents to remain



anonymous, while voluntarily answering questions regarding their gender, ethnicity, race, age, sex, disability status, and household income. This voluntary public involvement survey is available at all public hearings and meetings. Once the survey data has been collected, it will be reviewed and then the survey will be placed in a file for future reference. In the case enough surveys are collected over time to show a significant increase in LEP populations, the City may consider changes to their LEP policy. Completed surveys shall be retained for a period of three years from the date of the meeting and/or completion of the related project, if applicable. See Appendix G for a sample of this Survey.

- The City reviews written Title VI complaints and ensures every effort is made to resolve complaints informally at the local or regional level and review and update the City's Title VI plan and procedures as required.
- Staff for the City will be provided training on the requirements for providing meaningful access to services for LEP persons. Considering the relatively small size of the City of Canton and limited financial resources, current training may be limited to web access to this document and its attachments by all City Staff, a log showing the names of all Staff that have been made aware of this document (sign off that they have read the document) and require that all new employees receive the same training.