



THE CITY OF  
**TALLMADGE**  
HISTORY MOVING FORWARD

## SPECIFICATIONS & PROPOSAL:

### CHIP SEAL PROGRAM -2021

**Bids due by: *March 18, 2021 @ 10 a.m.***

**Submitted By:**

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**Company Name**

---

**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

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

46 North Avenue, Tallmadge, Ohio 44278

Phone 330-633-0854 ■ Fax 330-633-1359

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

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Thursday, March 18, 2021. (City Hall is open for public access Monday thru Friday from 10:00 a.m. to 3:00 p.m.) Bids being opened immediately thereafter in the Council Chambers of the Municipal Building for:

**Chip Seal**

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at [www.tallmadge-ohio.org/bidopportunities](http://www.tallmadge-ohio.org/bidopportunities).

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

A bid bond equal to 100% of the bid or a certified check, cashier's check, or a letter of credit in the amount of 10% of the bid to be held as guarantee that in the event a contract is awarded to the bidder, such contract will be duly executed, and its performance properly secured. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

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

The bidder is responsible for monitoring the Vendor Registry website for any official addenda.

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

Project Estimate \$26,000

Michael Rorar  
Director of Public Service  
Ordinance 14-2021

**Published in the Akron Beacon Journal:**  
February 28, 2021  
March 7, 2021

## **Table of Contents and Bidder's Checklist**

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- \_\_\_\_\_ Cover sheet (Page 1)
- \_\_\_\_\_ Invitation to Bid (Page 2)
- \_\_\_\_\_ Table of Contents and Bidder's Checklist (Page 3)
- \_\_\_\_\_ Section I: Instruction to Bidders (Pages 4 - 5)
- \_\_\_\_\_ Section II: Bid Forms (Pages 6 - 21)
  - \_\_\_\_\_ Bid Form List
  - \_\_\_\_\_ Bid Form 1: Note
  - \_\_\_\_\_ Bid Form 2: Bid Guaranty and Contract Bond
  - \_\_\_\_\_ Bid Form 3: Non-Collusion Affidavit
  - \_\_\_\_\_ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
  - \_\_\_\_\_ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
  - \_\_\_\_\_ Bid Form 6: Certification of Drug Free Workplace
  - \_\_\_\_\_ Bid Form 7: Certification for Local Preference Certification
  - \_\_\_\_\_ Bid Form 8: Affidavit in Compliance with Section 3517.13
  - \_\_\_\_\_ Bid Form 9: Independent Contractor Anti-Bias Disclosure
  - \_\_\_\_\_ Bid Form 10: Certification of No Personal Interest
  - \_\_\_\_\_ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
  - \_\_\_\_\_ Bid Form 12: OPERS Form
- \_\_\_\_\_ Section III: Bid Specifications (Pages 22-27)
- \_\_\_\_\_ Section IV: Proposal and Signature Pages (Pages 28-29)
- \_\_\_\_\_ Section V: Tallmadge Codified Ordinance (Pages 30)
- \_\_\_\_\_ Section VI: Equipment List (to be submitted with bid) (Page 31)
- \_\_\_\_\_ Section VII: Bidder References (to be submitted with bid) (Page 32)
- \_\_\_\_\_ Section VIII: Experience of Management/Supervisory Personnel (Page 33)
- \_\_\_\_\_ Section IX: Prevailing Wage Requirements and Affidavit of Compliance (Pages 34-35)

## SECTION I: INSTRUCTIONS TO BIDDERS

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

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

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

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department, no later than 10:00 a.m. on Thursday, March 18, 2021. In addition, clearly mark on the outside of the mailing envelope what the bid is for. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM local time on Thursday, March 18, 2021.

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

All addendums will be posted on the City website through Vendor Registry. It is the bidder's responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders. All bidders should register with Vendor Registry through the City of Tallmadge website at [www.tallmadge-ohio.org/bidopportunities](http://www.tallmadge-ohio.org/bidopportunities) so that the City has all the necessary vendor information.

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

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

Bid will be awarded to the lowest and best bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to provide the required services, the City reserves the right to request service from other sources.

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

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

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

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

## SECTION II: BID FORMS

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

## NOTE

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

\_\_\_\_\_  
(Signature of Officer, Partner or Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Business Address of Bidder)

\_\_\_\_\_  
(Business Phone Number of Bidder)

### CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of: \_\_\_\_\_

\_\_\_\_\_  
on

(State Amount)

\_\_\_\_\_  
(Name of Bank or Bonding Company)

deposited herewith.

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Date)

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

**BID GUARANTY/ CONTRACT BOND/ MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_

\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Sureties, are hereby held and firmly bound unto the

CITY OF TALLMADGE, OHIO

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

\_\_\_\_\_

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

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

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

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



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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that a maintenance guarantee, with good and sufficient surety, in the amount of ten percent (10%) of the amount of the performance guarantee for a period of two (2) years from and after the date of completion and acceptance by the Owner, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_Principal

By \_\_\_\_\_

\_\_\_\_\_Surety

By \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

(SEAL)

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

## NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Being duly sworn, do depose and say:

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the

COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

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



STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ )SS:

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CERTIFICATION OF  
DRUG FREE WORKPLACE

BIDDER'S NAME: \_\_\_\_\_

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

CITY, STATE: \_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION

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

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

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

DATE: \_\_\_\_\_

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

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

## CERTIFICATION FOR LOCAL PREFERENCE

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

### Local Preference Policy

A. DEFINITIONS:

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

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

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

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

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

2. Location of principal place of business.

3. Date of business establishment

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

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

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

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

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

BIDDER’S NAME \_\_\_\_\_ DATE BUSINESS ESTABLISHED \_\_\_\_\_

Location of principal place of business \_\_\_\_\_

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

DATED \_\_\_\_\_ Signed \_\_\_\_\_

# AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

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

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

CITY OF TALLMADGE  
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

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

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

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

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



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

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF TALLMADGE**  
**CERTIFICATION OF NO PERSONAL INTEREST**

Under penalty of perjury, I hereby certify that:

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

DATE: \_\_\_\_\_

CONTRACTOR:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

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

## Question 1:

Are you a sole proprietor/independent contractor?

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

☐ No. Please go to Question 2.

## Question 2:

Are you a business entity with less than 5 employees?

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

☐ No. Please sign the statement below.

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

---

Signature

---

Title

---

Printed Name



## INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

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

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

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

### STEP 1: Personal Information

Social Security Number

— — —

First Name

MI

Last Name

### STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

— — —

Service Provided to Public Employer

Start Date of Service

Month      Day      Year

/      /

End Date of Service

Month      Day      Year

/      /

### STEP 3: Acknowledgment

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

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

**This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name

## **SECTION III: BID SPECIFICATIONS**

### **A. SCOPE OF WORK**

1. The City is seeking a qualified contractor to perform chip seal services, repair and related work. The scope of work is to provide all supervision, labor, tools, equipment, and services required to perform chip seal pavement work as specified herein. Contractor shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources for excavation, installation and hauling for all chip seal pavement services.
2. The following work shall consist of furnishing all materials, equipment and labor necessary to complete the required items in accordance with the latest edition of the State of Ohio, Department of Transportation, Construction and Material Specifications (ODOT CMS) and the City of Tallmadge Specifications stated herein. The various subsections of the ODOT CMS referenced items shall apply and are hereby considered part of these specifications by reference. All traffic control and maintenance of traffic shall be the responsibility of the contractor. The following sections highlight the general requirements, and are also in addition to, the ODOT CMS.
3. All work performed by the contractor will be subject to inspection by the City of Tallmadge Street and or Service Department and payment will be withheld for any work not complying with the above referenced specs until the deficiencies are corrected. Deficiencies shall be corrected at the sole expense of the contractor.
4. Contractor shall remove all grindings as well as all spoils and debris from the job site unless directed otherwise by the Street Superintendent. Contractor shall handle such material in a manner consistent with all applicable laws and regulations, and shall take care to avoid obstructing roads, sidewalks, and lawns. Contractor shall be responsible for all parts of the work area and the removal of all debris and surplus material, to leave the area in as good a condition as when the work commenced.

### **B. EQUIPMENT AND PERSONNEL SPECIFICATION**

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

1. The contractor will supply the necessary equipment to fulfill the job such as planer, pavers, trucks, etc.
2. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.
3. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used.

**C. SAFETY AND LIABILITY**

1. Contractor must contact Ohio Utilities Protection Services to have utilities marked before the start of the project. Call 811
2. Contractor, its agents, successors and assigns shall comply with all rules of the Summit County Health Department and City and all applicable Ohio Department of Health orders and CDC Guidelines.
3. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations.
4. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).  
[http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhioOMUTCD/Pages/OMUTCD2012\\_current\\_default.aspx](http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhioOMUTCD/Pages/OMUTCD2012_current_default.aspx)
5. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
6. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
7. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

**D. OTHER REQUIREMENTS**

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

**E. AWARD PROCESS**

1. Contracts will be awarded based on the sum of lowest and best bidder for chip seal services.
2. The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.

## **F. QUESTIONS AND ADDENDA**

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. All questions should be directed to:  
Tina Fiocca  
City of Tallmadge Service Department  
Email: [tfiocca@tallmadge-ohio.org](mailto:tfiocca@tallmadge-ohio.org)
3. Bidders are expected to and responsible for monitoring the Vendor Registry for all official addenda.
4. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
5. Please be advised that when you submit a bid to the City of Tallmadge, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
6. Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Michael Rorar, Director of Public Service at [mrorar@tallmadge-ohio.org](mailto:mrorar@tallmadge-ohio.org) If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
7. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Tallmadge may reject said bid.
8. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids.

## **G. Prevailing Wage**

1. The successful bidder must comply with all State of Ohio Prevailing Wage Rates.
2. Please describe any 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 practices within the past five years.
3. This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's



and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

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

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

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

4. The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.
5. The Contractor and all subcontractors shall submit to the Service Department, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Service Department a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.
6. The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job. Department, and payment will be withheld for any work not complying with the above referenced specs until the deficiencies are corrected. Deficiencies shall be corrected at the sole expense of the contractor.

## H. Time of Completion and Liquidated Damages

1. The bidder shall commence work on the project and various elements thereof on or before July 9, 2021 or as modified in a written "Notice to Proceed" from the owner and to fully complete the surface wearing course, including joint sealing and pavement marking portions of the project within **90** consecutive calendar days thereafter. Refer to **SPECIAL NOTES** portion of the bid documents for all items that have specific contract time constraints. The bidder shall also pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided. The contractor shall continue to pay liquidated damages in the amount indicated until such time that all work is substantially complete.

## I. ITEM 422 – Single Chip Seal

### 1. DESCRIPTION:

Chip Seal shall be performed as per ODOT CMS Item 422 – Single Chip Seal with the following provisions.

**Surface Preparation** – Sweeping for surface preparation shall be performed using a self-propelled power vacuum type sweeper. The accumulated road dirt shall be removed from the site and disposed of as directed by the City of Tallmadge Representative. Sweeping road dirt onto the berms and lawns or onto side ditches and catch basins will not be permitted.

**Casting Protection** – Before applying the surface treatment, the Contractor shall cover all street castings with a tar paper or other approved cover. The Contractor shall remove the cover after the seal coating operation is completed and shall insure that all street castings are clean and operable.

**Inlet Protection** – Catch basin, inlets, and open grate storm manholes shall be protected to prevent stone from entering the storm sewer. The inlet protection shall remain in place until after the final sweeping.

**Bituminous Binder** – Bituminous binder shall be polymer modified CRS-2P emulsified asphalt as per ODOT CMS 702.16. For estimating purposes, the binder shall be applied at a rate of 0.4 GAL/SY.

**Cover Aggregate** – Cover aggregate shall be #8 crushed slag conforming to ODOT CMS 703.05 and ODOT Supplemental 1027. For estimating purposes, the aggregate shall be spread at a rate of 22 LB/SY

**Loose Stone signs** – There shall be no speed plaque installed with the Loose Stone signs. The signs shall remain in place until the final sweeping.

**Final Sweeping** – The final sweeping shall be performed a minimum of 7 days after seal coat application. A vacuum type sweeper shall be used. This sweeper shall be self-propelled and capable of removing excess aggregate without the use of rotary broom. Water may be applied during the sweeping, by the sweeper, with a maximum application of 0.05 gallons of water per square yard. The sweeper shall be equipped with a filter to prevent the escape of dust or debris

into the air. The cost of the final sweeping shall be included in Item 422 – Cover Aggregate.

**2. PAYMENT:**

Basis of payment shall be per gallon of binder and per ton of aggregate installed and accepted.

The payment shall include all materials and labor necessary to complete the work described in this contract including incidental items such as maintenance of traffic and mobilization.

## SECTION IV: PROPOSAL AND SIGNATURE PAGE

### **CHIP SEAL SERVICES PROPOSED:**

The following locations to be chip sealed with Item 422 – Single Chip Seal:

1. Mack Burleson Field at 30 Wright Road
2. Lions Park from East Garwood Drive Entrance
3. Jaycee Howe Road Park at 988 East Howe Road
4. Indian Hills Park at 107 Indian Hills Drive

## Chip Seal Program Bid Proposal 2021

Spec. Item	ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE		TOTAL AMOUNT
				(IN FIGURES)	(IN WORDS)	
I	422	BITUMINOUS BINDER	3,600	GAL		
I	422	COVER AGGREGATE	85	TON		

**TOTAL BID PROPOSAL: \$** \_\_\_\_\_

Name of Business \_\_\_\_\_

Authorized Signature \_\_\_\_\_

## Section V: TALLMADGE CODEIFIED ORDINANCE

Ordinance 14-2021

Presented by:  
Director of Public Service Michael Rotar

### AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR CHIP SEALING OF PARKING LOTS AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, Council deems it to be in the best interest of the City to Chip Seal various City parking lots and the cemetery drives.

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


SECTION 1. That the Mayor, acting through the Director of Public Service, is hereby authorized to advertise for bids and to contract with the lowest and best bidder upon proper approval by the Board of Control for Chip Sealing various City parking lots and the cemetery drives for purposes of maintenance and repair in accordance with plans and specifications now on file in the office of the Director of Public Service, which specifications are hereby specifically approved.

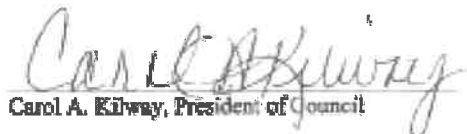
SECTION 2. That such written contract shall be awarded under the provisions of Tallmadge Codified Ordinance Chapter 143, and shall be approved as to form and correctness by the Director of Law and proper certification of funds by the Director of Finance.

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

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

Passed: 1-14-21

  
Susan E. Burton, Clerk of Council  
MER/jt/rc  
12/17/20  
Filed with the Mayor 1-15-21

  
Carol A. Kilway, President of Council

Approved:  
  
David G. Kline, Mayor

This 15<sup>th</sup> day of Jan., 2021

Committee Assignment: Finance

Readings: 1st 1-14-21 2d 3d

Section VI: EQUIPMENT LIST

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

Equipment	Quantity	Year/ Age of:

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

Authorized Signature

Title

Date

Section VII: BIDDER REFERENCES

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

Municipality	Address	Contact:	Phone Number

NON-MUNICIPALTY REFERENCES / and CONTACTS

Company Name	Address	Contact:	Phone Number



**Section VIII: EXPERIENCE of MANAGEMENT/ SUPERVISORY PERSONNEL**

<b>Employees Name</b>	<b>Years with Company</b>	<b>Years Managed</b>	<b>Number of Employees Managed</b>

## Section IX: PREVAILING WAGE REQUIREMENTS

### **OVERVIEW**

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

### **DOCUMENTATION REQUIREMENTS**

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

### **PREVAILING WAGE AFFIDAVIT OF COMPLIANCE**

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

### **PREVAILING WAGE RATES**

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

### **Payrolls**

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

- A) Name of each employee
- B) Employees' social security numbers
- C) Specific classification of employees (same as shown on wage determination or provisional approval).
- D) Rate of pay not less than that shown on the wage determination.
- E) Allowable fringe benefits paid to the employee.
- F) Hours worked each day and total hours worked for each week for each employee.
- G) Gross amount paid to each employee.
- H) Itemized deductions for each employee.
- I) Net amount paid to each employee.
- J) The following certification:  
*"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Department of Industrial Relations, Prevailing Wage Rate Division, State of Ohio, and that the classifications set forth for each laborer or mechanic conform with the work he performs."*

## Prevailing Wage Affidavit of Compliance

I \_\_\_\_\_,  
(Name of person signing affidavit) (Title)

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

for all hours worked on the \_\_\_\_\_  
(Project and Location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_  
(Project Dates)

are in compliance with State prevailing wage requirements.

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

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of Ohio

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

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

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