

# Request for Proposals

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

Emergency Profiling and Street Paving for the Water Department

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**Item/Project**

Water Department

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**Responsible Department**

Monday, January 28, 2019 at 4:00 PM local time

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**Proposal Due Date and Time**

## 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**

**Emergency Profiling and Street Paving  
The City of Canton Water Department**

**LEGAL NOTICE: Canton Codified Ordinance Section 105.04**

The Director of Public Service of the City of Canton, Ohio will accept proposals on or before **4:00 PM local time Monday, January 28, 2019**, for the purpose of securing pricing for:

**Emergency Profiling and Street Paving for the Water Department**

The City will disqualify any proposal not received on or before 4:00 PM local time on Monday, January 28, 2019.

Submit all proposals to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Request for Proposals posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing/>.

The Board of Control reserves the right to reject any or all proposals and to accept the proposal(s) deemed most beneficial to the City of Canton.

The successful proposer(s) must comply with all State of Ohio prevailing wage rates when applicable.

All companies must submit their Federal ID Number.

The proposer is responsible for monitoring the City's website for any official addenda.

Please contact Assistant Director of Purchasing Katie Wise at [kathryn.wise@cantonohio.gov](mailto:kathryn.wise@cantonohio.gov) if you have any questions regarding this request for proposals.

**By order of the Director of Public Service:** John M. Highman, Jr.

**Published in the Canton Repository:** January 11, 2019 and January 18, 2019

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City of Canton, Ohio**

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**Section I: Instructions to Proposers**

**A. Submitting Proposals**

1. Proposals are to be returned to:  
The City of Canton Purchasing Department  
218 Cleveland Avenue SW, 4<sup>th</sup> floor  
Canton, OH 44702
2. Proposals should be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:
  - a. Project title.
  - b. Office where proposal is to be submitted.
  - c. The name and address of the proposer.
  - d. The date and time proposals are due.

**B. Proposal Process and Requirements**

1. In order to be placed on the Water Department's emergency roadway repair list, a contractor should submit the following items with its proposal. All items will be required before being placed on the emergency repair list:
  - a. Proposal Title Page
  - b. Signed Proposal Page
  - c. Proposal Form 1 – Proposer and Contractor Employment Practices Report
  - d. Proposal Form 2 – Authority of Signatory
  - e. Proposal Form 3 – Proposer Information
  - f. Proposal Form 4 – Project References
  - g. Proposal Form 5 – Non-Collusion Affidavit
2. The contractor, by submitting and signing its proposal, agrees as emergency jobs are requested to:
  - a. Be able to service the City for the above mentioned emergency services within a timely period that is acceptable to the City.
  - b. Work with the City to follow its emergency contracting procedures pursuant to Canton Codified Ordinance Section 105.04, a copy of which is included in the Ordinances section of this proposal.
  - c. Provide the City of Canton with documentation that is typically required during the normal contracting process including but not limited to signing a formal contract for each project completed and providing all subcontractor information.
  - d. Comply with all applicable Prevailing Wage rates and laws.
  - e. Comply with all City of Canton Income Tax laws.
3. Proposals will not be accepted after 4:00 PM on **Monday, January 28, 2019**. The party submitting a proposal is solely responsible for the delivery of the proposal to the specified location prior to the deadline for the receipt of proposals.
4. Proposers may withdraw their proposals between the time they are submitted and

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deadline for submittals if so desired. This must be done via written request submitted to the City of Canton Purchasing Department.

**C. Term**

1. Proposers agree that all pricing will be good for a term of one (1) year beginning on March 1, 2019 and ending on February 28, 2020.

**D. Questions and Addenda**

1. All questions should be submitted in writing at least five (5) business days prior to the proposal due date and time. This is **Monday, January 21, 2019 at 4:00 PM local time**. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the submittal deadline. This is **Wednesday, January 23, 2019 at 4:00 PM local time**. Said addenda will become a component of the Request for Proposals and should be acknowledged as received on the signature page. **Failure to acknowledge all official addenda in this manner may result in your proposal being disqualified.**
2. Proposers are expected to and are responsible for monitoring the City's website for all official addenda.
3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
4. All questions pertaining to the request for proposals should be directed to:  
Katie Wise, Assistant Director of Purchasing  
Email: [kathryn.wise@cantonohio.gov](mailto:kathryn.wise@cantonohio.gov)

**E. Proposal Page**

1. The proposal page is the only form upon which the proposed price can be offered. Proposer's quote sheets, letters, or other materials cannot be used in lieu of the proposal page. When descriptive literature is included with the submittal, they shall be considered only for informational purposes. Payment, warranty and other terms that may appear on such forms that vary from the terms of the contract documents shall be considered null and void.

**F. Emergency Roadway Repair List and Contracting Process**

1. The selected contractor(s) will be placed on the Water Department's emergency roadway repair list and a copy of said list will be registered with the Clerk of Council.
2. The Water Department will contact the selected contractor(s) on an as needed basis, based on the pricing provided on the proposal page, to complete emergency repairs.

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3. The City of Canton does not guarantee that any work will be awarded as a result of this proposal process.

**G. Non-Exclusivity**

1. The City of Canton reserves the right to contract for the same or similar items covered in this proposal from additional vendors not placed on the roadway repair list if found to be in the best interest of the City.

**H. City of Canton Income Tax**

1. All successful proposers shall be required to comply with all City of Canton income tax ordinances including the following:
  - 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. By entering into contract with the city of Canton the successful proposer 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 including the following:
    - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying

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wages paid to employees for work done or services performed or rendered inside the City or on City property.

- ii. The successful proposer 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. The successful Proposer will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Proposers are encouraged to contact the City of Canton Income Tax Department prior to submitting a proposal with any questions regarding these provisions and for registration. Please use the contact information below.

**City of Canton Income Tax Department**

**Office Address**

424 Market Ave. N  
Canton OH 44702

**Correspondence Address**

P.O. Box 9940  
Canton, OH 44711

**Phone:** (330) 430-7900

**Fax:** (330) 430-7944

**Email:** [cantontax@cantonohio.gov](mailto:cantontax@cantonohio.gov)

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

**Provision 1**

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.

**Provision 2**

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.

1. 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.

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2. \_\_\_\_\_ 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.)*



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**Section II: General Conditions**

**A. Definitions**

1. The proposal documents consist of this request for proposals with all general conditions and all addendums thereto.
2. The Owner, the Contractor, and the Director of Public Service shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the contractor placed on the emergency roadway repair list from whom services are requested. The term Owner shall be understood to mean the City of Canton. The term Director shall be understood to mean the Director of Public Service of the City of Canton.

**B. Director Status**

1. The Director shall have general supervision and direction of the work and is the agent of the Owner in all matters pertaining to the work as provided in the contract documents. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

**C. Permits and Licenses**

1. All permits and licenses of a temporary nature necessary for the lawful completion of the work shall be secured and paid for by the Contractor.

**D. Superintendent**

1. The Contractor shall keep a competent superintendent, satisfactory to the Director, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Director unless the superintendent ceases to be in the employment of the Contractor.
2. The superintendent shall represent the Contractor in his absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
3. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his attention by the Owner.

**E. Continuation of Owner's Operations and Barriers**

1. The Contractor shall erect such barriers, tarpaulins, doors, etc. as may be

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necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

2. The Contractor shall furnish, install, and maintain as long as necessary, and remove no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers, and the public. The contractor shall hold the owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

**F. Protection of Work and Property**

1. The Contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He shall provide and maintain at all times any danger signs, guards and/or obstruction necessary to protect the public and his workmen from any dangers inherent with or created by the work in progress. He shall save the Owner harmless from any loss arising due to injury or accident to the public or his workmen, or from theft of materials stored at the job site.

**G. Material Storage and Cleanup**

1. The Contractor shall keep the premises free from rubbish at all times and shall arrange his material storage so as not to interfere with the Owner's operations/equipment. At the completion of the job, all the unused material and rubbish shall be removed from the site.

**H. Inspection of Work**

1. The specifications require the inspection and approval of work by the Director or his representative. The Contractor shall give ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work.

**I. Permanent Utilities**

1. Coordinate all work with the existing utilities that are in the construction area. Any delays and/or charges that result from a utility conflict will be the contractor's responsibility.
2. The Contractor shall protect the utilities' lines and equipment throughout the course of this project. Any damage and/or charges that occur as a result of damage to the utilities' lines and equipment shall be the Contractors responsibility.

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**J. Miscellaneous Utilities and Temporary Facilities**

1. All connections required for the temporary use of electric power will be coordinated and furnished by the Contractor. All work shall include obtaining the necessary permits as required by State and Local laws. Any temporary lights necessary to the work shall be furnished by the Contractor.
2. At the completion of work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his work.
3. Arrangements for toilet facilities shall be negotiated with the owner **prior** to startup of work.
4. All temporary facilities needed by the Contractor during the duration of the contract will be considered ancillary to the project cost. No separate payment will be permitted by this contract.

**K. Workmanship**

1. **All** workmen shall be thoroughly experienced in the particular class or work upon which employed. All work shall be done in accordance with these specifications and shall meet the approval in the field of the owner or his representative. The Contractor shall have a complete copy of specifications and drawings **on the job site at all times.**
2. The Contractor shall plan and conduct the operations of the work so that each section started in one day is complete and thoroughly protected before the close of work that same day.

**L. Safety and Ecology**

1. The Contractor shall conform to requirements as designated by the United States Federal Government (OSHA), EPA and all other pertinent governing bodies and regulations.
2. Safety Equipment: It shall be the responsibility of the contractor to ensure that all of its employees and its subcontractors' employees are utilizing all appropriate safety equipment.
3. The Contractor in executing work shall maintain work areas on-and-off site free from environmental pollution that would be in violation of federal, state, or local regulations.
4. The Contractor shall take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete,

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earth, or other debris from entering sewer or sewer structure.

5. The Contractor shall observe rules and regulations of local and state agencies, and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material, or debris therein.
6. The Contractor shall dispose waste material in accordance with federal and state codes, and local zoning ordinances.
7. Special attention shall be given to the trees which exist in the proximity of the proposed construction. The contractor shall provide the labor, tools, equipment, and materials necessary to protect the integrity of each tree from damage during the performance of the contracted work. Any trees that are damaged due to the Contractor's operations shall be repaired or replaced at no expense by the Owner to the satisfaction of the Director.

**M. OSHA Compliance**

1. It is the City's policy, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.

**N. Final Waiver of Lien**

1. Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

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**Section III: Additional Requirements and/or Conditions**

- A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.
- B. Supplier agrees that Canton's specifications and proposal documents shall incorporate and be made part of any subsequent contract entered by the parties. Further, the terms, conditions and provisions found in Canton's specifications and proposal documents shall supersede and control any subsequent contract provisions to the contrary.
- C. Once both parties have fully executed the contract, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Supplier shall not assign or transfer any interest under this agreement without the express written consent of Canton.
- E. Supplier agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against all demands, claims, causes of action, or judgments or omissions by Supplier, its agents, employees or subcontractors. Nothing herein shall be constructed to hold Supplier liable for Canton's negligence.
- F. Supplier's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Supplier's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.
- H. When, during the course of construction, it appears to the contractor that any work does not conform to the provisions of the contract documents, it will make necessary corrections so that such work will conform. Additionally, the Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the Contractor or by a subcontractor. This shall apply to the Contractor or any subcontractor appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as prescribed by law or by applicable special guarantees or warranties in the contract documents.
- I. The owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination if necessary. The Owner will authorize all changes by a written change order signed by the owner, or the architect or other designee of the owner. The change order will include conforming changes in the contract and termination time.
- J. Work changed, and the contract price and termination time modified can be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the owner will be determined by mutual agreement of the parties before starting any work involved in the change order.

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**Section IV: City of Canton Codified Ordinances**

Proposers 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 105.03 – 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.)*
  
- 2. Chapter 105.04 – Emergency Contractual Procedures.**
  - a. Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.
  
  - b. Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.
  
  - c. The written report shall be placed on the Council agenda for the next succeeding Council meeting.
  
  - d. Written reports shall to the extent possible:
    1. Describe the nature of the emergency;
    2. Provide the various alternatives being provided to correct the problem;
    3. Name the appropriate department head charged with the responsibility of coping with the emergency;
    4. Name the contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;
    5. Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;
    6. Provide the estimate cost for such an undertaking if this information is available; and
    7. Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary

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to give Council the full picture and the process being used to determine the resolution of such emergency.

- e. Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.
- f. Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.
- g. The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council.

*(Res. 76-76. Passed 3-1-76.)*

**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.)*

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**5. 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 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:



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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.
1. 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.
  2. \_\_\_\_\_ 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.**

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 of 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.

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*(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:
  - B. 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.
  - C. 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.

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- D. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- E. 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.)*

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**Section V: Proposal Forms and Instructions**

Failure to submit Proposal Forms 1 through 5 with the proposal may cause the proposal to be deemed non-responsive, and therefore it may not be considered.

Proposal Forms 6 through 11 will be required of the successful proposer but may be submitted after the notice that said contractor has been placed on the Water Department's emergency roadway repair list.

**\*\*The City of Canton does encourage proposers to submit all forms with their proposals\*\***

**PROPOSAL FORM 1 – PROPOSER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT**

This form is designed to provide an evaluation of the proposer's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful proposer will be required to complete and submit the Proposer and Contractor Employment Practices Report. Additionally, the successful proposer will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful proposer does not have a formal EEO policy, he/she will be required to complete and submit the provided EEO policy statement.

**PROPOSAL FORM 2 – AUTHORITY OF SIGNATORY**

The authority of the proposal signatory must be established. Proposal Form 2 provides the means by which the proposer can identify the type of business organization it is (corporation, partnership, etc.) and provides instructions as to how signature authority is commonly established.

**PROPOSAL FORM 3 – PROPOSER INFORMATION**

The proposer shall submit the required information on the included form and shall supplement the information there given as may be required by the Owner after the receipt of proposals. Low proposers may be interviewed by the owner and shall furnish such information as the Owner may deem necessary to consider prior to making an award.

**PROPOSAL FORM 4 – PROJECT REFERENCES**

Each proposer shall provide references as set forth on Proposal Form 4.

**PROPOSAL FORM 5 – NON-COLLUSION AFFIDAVIT**

Each proposer is required to submit with the proposal an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money

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or reward will be hereafter paid. This affidavit must be on the form provided in this document.

**PROPOSAL FORM 6 – INSURANCE AFFIDAVIT AND REQUIREMENTS**

The successful proposer will be required to submit the required insurance as outlined in Proposal Form 6.

All proposers would be well advised to consult their insurance agent as soon as possible so that all questions and concerns can be given due consideration.

**PROPOSAL FORM 7 – AFFIDAVIT FOR FOREIGN CORPORATIONS**

A successful proposer who is a foreign corporation, (a corporation not chartered in the State of Ohio), will be required to submit an affidavit duly executed by the authorized proposal signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

**PROPOSAL FORM 8 – PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)**

This form and/or certification must be retyped on the proposer's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful proposer's company.

**PROPOSAL FORM 9 – CERTIFICATION – AUDITOR OF THE STATE OF OHIO**

This form is to be completed in which to certify that the proposer does not have outstanding unresolved finding for the recovery issued by the Auditor of the State of Ohio.

**PROPOSAL FORM 10 – ARTICLES OF INCORPORATION**

The successful proposer may be required to submit a copy of the company's articles of incorporation if applicable.

**PROPOSAL FORM 11 – W9 TAX FORM**

Please provide an up to date copy of your Company's W9.

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**Proposal Form 1: Proposer and Contractor Employment Practices Report**

**Proposer and Contractor Employment Practices Report  
City of Canton Office of Compliance**

**I. INSTRUCTIONS**

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Proposer Employment Practices Report is one of the steps which demonstrate compliance with the City’s Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

**II. VENDOR OR PROPOSER INFORMATION**

1. Reporting Status  A. Prime Contractor      B. Prime Subcontractor      C. Supplier      D. Other (Specify)
2. Name, Address and Telephone Number of Proposer Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Proposer
4. Name, Address and Telephone Number of Principal Office of Proposer

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed \_\_\_\_\_

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**III. POLICIES AND PRACTICES**

The proposer and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

**A** – Current Practice    **B** – Company will immediately adopt this policy    **C** – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A    B    C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A    B    C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A    B    C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A    B    C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A    B    C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A    B    C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A    B    C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A    B    C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A    B    C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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**IV. EMPLOYMENT DATA**

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, proposer/contractor will be subject to the loss of all future awards.

**MALE:**

**FEMALE:**

Categories	Overall Total	Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
<b>Total:</b>											

REMARKS: Please explain any identification data appearing on last the report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

**V. ADDITIONAL INFORMATION (Optional)**

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.



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**VI. POLICY STATEMENT**

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of \_\_\_\_\_ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
  
- 2) In support of this document \_\_\_\_\_ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
  
- 3) \_\_\_\_\_ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
  
- 4) \_\_\_\_\_ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
  
- 5) \_\_\_\_\_ shall require each sub-contractor hired for this project to adhere to this statement.

**VII. SIGNATURE**

The undersigned certifies that he/she is legally authorized by the vendor/proposer to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the proposer/contractor could be subject to loss of current and future awards.

**Firm or Corporation Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date of Signing:**

\_\_\_\_\_

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The City of Canton Water Department**

**Proposal Form 2: Authority of Proposal Signatory**

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

\_\_\_\_\_ The party bidding is a sole partnership.

\_\_\_\_\_ The party bidding is a partnership and the party signing is one of the partners.

\_\_\_\_\_ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's Board of Directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The Secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

\_\_\_\_\_ Signatory authority is evidenced by other means noted below:

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**Proposal Form 3: Proposer Information**

**Proposer Information Page 1 of 2**

1. The Proposer shall provide the following information as part of its proposal.

a. Name of Proposer \_\_\_\_\_

b. Business Address \_\_\_\_\_

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
City                                      State                      Zip

c. Business Telephone Number      ( \_\_\_\_ ) \_\_\_\_\_

d. Person, address, email and telephone to whom official notices are to be sent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e. Person, address, email and telephone for further information regarding this proposal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

f. State(s) of incorporation (w/dates of incorporation)

\_\_\_\_\_

\_\_\_\_\_

g. Principal place of business \_\_\_\_\_

h. Federal I.D. Number                      # \_\_\_\_\_

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**Proposer Information Page 2 of 2**

2. Form of Business Organization.

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Other

3. The proposer shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this proposal, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this proposal.

_____	_____
_____	_____
_____	_____
_____	_____

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**Proposal Form 4: Project References**

Each proposer should provide a list of comparable projects performed over the last three (3) years (maximum of 10) indicating the following:

- Owner (with name, address and telephone number of Owner's project manager).
- General description of work, and size and type of project. Also indicate whether participation was as a prime or subcontractor. If the proposer's participation on the project was as a subcontractor, identify prime contractor with information requested above for the OWNER.

All previous work for the OWNER over the last five (5) years should be identified.

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**Proposal Form 5: Proposer’s Affidavit: Non-Collusion Statement, Page 1**

This affidavit is to be filled out and executed by the proposer; if the proposal is made by a corporation, then by its properly authorized agent.

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

being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_

the party making the enclosed proposal or proposal, and say further that

\_\_\_\_\_  
(Give names of all persons, firms or corporations interested in the proposal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

is/are the only party or parties interested with the party making this proposal in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other proposal or bid for said work; that no member of the City of Canton, head of any department or bureau or employee therein or any official or officer of City of Canton, is directly or indirectly interested therein; that said proposal or bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal, or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the OWNER, or any person interested in the proposed contract; and that all

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**Proposal Form 5: Page 2**

statements contained in said proposal or proposal are true; that such proposer has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or proposal are true.

\_\_\_\_\_  
Affiant

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

Notary Public in and for

\_\_\_\_\_ County,

My Commission Expires:

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

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**Proposal Form 6: Insurance Affidavit and Requirements**

**Insurance Requirements**

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the City of Canton, Ohio and its affiliated and associated organizations or subsidiaries hereinafter referred to as Owner.
- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
  - II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Director of Public Service with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
  - III. In accordance with Item II, the Contractor shall maintain the following insurance:
    - 1. Worker's Compensation and Employer's Liability Insurance affording,
      - (a) Protection under the Workmen's Compensation Law in the State of Ohio.
      - (b) Employer's Liability protection subject to a minimum limit of \$100,000.00.
    - 2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations	
Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury	
Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$100,000.00
Medical Expense Limit	\$5,000.00



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This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
  - b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
  - c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);
  - d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
  - e. Include the City of Canton, Ohio and its agents, as having additional insured status for purposes of coverage under the subject policy.
3. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage	
any one accident or loss:	\$1,000,000.00

4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

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- B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the City of Canton thirty (30) days prior written notice for cancellation or any material change in the insurance.

**Insurance Affidavit**

Each bidder should obtain from its insurance representative and include in the bid submittal an insurance affidavit that contains the representations noted below. Make the affidavit on the insurance agency's letterhead, reference this project by name, and state at least the following:

1. The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in Bid Form 9.
2. The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
3. The names and A.M. Best Company ratings of companies required to provide the required insurance.

**You must have the insurance affidavit notarized.**

**The successful bidder will be required to provide evidence of the required insurance as outlined in this bid form.**

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**Proposal Form 7: Proposer's Affidavit: Foreign Corporation**

**\*Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that \_\_\_\_\_ is a foreign corporation incorporated in the State of \_\_\_\_\_, whose principal place of business is \_\_\_\_\_ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned proposer further certifies that said authorization has been obtained and is in effect and the proposer has a designated statutory agent upon whom process against proposer corporation may be served within the State of Ohio. The designated

statutory agent is \_\_\_\_\_  
(name and address)

\_\_\_\_\_  
Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

**Note: This statement is to be reproduced on the proposer's letterhead, signed by the authorized proposal signatory, notarized and submitted with the proposal.**

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**Proposal Form 8: Personal Property Tax Certification (ORC 5719.042)**

**NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.**

Office of the Auditor  
City of Canton  
218 Cleveland Avenue S.W., 2<sup>nd</sup> floor  
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is \_\_\_\_\_.

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Secretary

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

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

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**Proposal Form 9: Certification: Auditor of the State of Ohio**

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

do hereby certify that \_\_\_\_\_ does not have an  
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the  
State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

\_\_\_\_\_  
(Current date)

\_\_\_\_\_  
Signature of Officer or Agent

\_\_\_\_\_  
Name (Print)

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

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

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

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**Proposal Form 10: Articles of Incorporation**

Please provide a copy of the proposal company's articles of incorporation. The City of Canton may request this information if it is not provided.

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The City of Canton Water Department**

**Proposal Form 11: W9 - Tax Form**

Please provide an up to date copy of your Company's W9.

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**Section VI: Technical Specifications**

**1.0 GENERAL SUMMARY**

The City of Canton Water Department, also referred to as the City, is interested in receiving price proposals for emergency profiling, planing and paving of existing bituminous roadways. The City will utilize these contractors on an as needed basis based on the pricing provided to make roadway repairs following certain water main repairs and/or replacements.

Selected contractors will be placed on the Water Department's emergency roadway repair list and a copy of said list will be registered with the Clerk of Council.

The City of Canton does not guarantee that any work will be awarded as a result of this proposal process.

**2.0 STREET PAVING REQUIREMENTS**

These proposals should reflect the cost of having the specified roadway profiled and planed and materials furnished and applied by the awarded contractor. The proposals should include, for example, the cost for curb and seam sealer, providing all manpower, trucking, paving and profiling equipment, rollers and all other equipment necessary for the completion of the street paving.

The awarded contractor(s) shall provide all traffic control in accordance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). **THE CITY WILL NOT PROVIDE BARRICADES.**

The ODOT item numbers referenced on the proposal page refer to the State of Ohio, Department of Transportation Construction and Material Specifications, 2013 Edition. All equipment, material and workmanship shall be performed according to these specifications and any Ohio Department of Transportation standard construction drawings referenced in the specifications.

Street paving shall be done in accordance with ODOT's specifications along with the following notes:

- 1) The roadway pavement composition shall be per the City's direction, but will be based upon the local authority having jurisdiction of the road.
- 2) In the event that a required pavement item is not listed in the proposal page, an installed cost shall be negotiated with the City prior to the installation of that item.
- 3) Any base removed under the base removed item shall become the property of the proposer performing the job.



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**3.0 PAVEMENT PLANING**

Pavement planing shall be done in accordance with ODOT's specifications along with the following notes:

1. Any pavement planing work shall be of varying depths as required by the Canton Water Department. Care shall be utilized by the contractor to insure no damage to curbing, manholes, water boxes, etc. Contractor must guarantee repair or replacement of any damaged curbing, manholes, etc.
2. Planing work shall be from curb to curb including work to be done around manholes, water boxes, catch basins and cutbacks at intersections where necessary.
3. The planed asphalt shall become the property of the proposer performing the job.
4. The milled and finished surface shall be free from gouges, sooting or oil film and other imperfections of workmanship. Any unsatisfactory milling will be redone by the contractor at no additional cost to the City.
5. The contractor will be responsible for the cleanup around manholes, water boxes and catch basins. The contractor will also be responsible for hauling away all material from the job site as well as complete all sweeping and cleanup operations.

**THE CONTRACTOR(S) PLACED ON THE EMERGENCY REPAIR LIST WILL BE CONTACTED ON AN AS NEEDED BASIS TO MAKE ROADWAY REPAIRS FOLLOWING CERTAIN WATER MAIN REPAIRS/REPLACEMENTS.**

**THIS LIST WILL BE UTILIZED BY THE CITY OF CANTON WATER DEPARTMENT ONLY.**

**WORK DONE AS A RESULT OF THIS PROPOSAL IS SEPARATE FROM THE REGULAR CITY OF CANTON'S YEARLY PAVING PROGRAM.**

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**Section VII: Proposal Page**

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

The pricing below is on an as-needed or activity basis as directed by the City of Canton Water Department.

<b>PROPOSAL ITEM</b>	<b>ODOT ITEM</b>	<b>DESCRIPTION OF MATERIAL</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
1	202	Base Removed (up to 5")	SY	
2	254	0" to 4" Pavement Planing, Asphalt Concrete	SY	
3	254	4" or Greater Pavement Planing, Asphalt Concrete	SY	
4	301	Asphalt Concrete Base	CY	
5	407	Tack Coat	Gal	
6	408	Prime Coat	Gal	
7	424	Fine Graded Polymer Asphalt Concrete, Type A	CY	
8	448	Asphalt Concrete Surface Course, Type 1	CY	
9	448	Asphalt Concrete Intermediate Course, Type 1	CY	
10	609.05	Asphalt Concrete Curb	FT	
11	624	Mobilization	Each	
12	702.13	SBR Asphalt Emulsion	Gal	

**Please Note**

By signing below, proposers agree that all pricing will be good for a term of one (1) year beginning on March 1, 2019 and ending on February 28, 2020.

**Addenda Acknowledgement**

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s) \_\_\_\_\_

**Signature**

Date	Signed	Title
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**Section VIII: Prevailing Wage Requirements and Rates**

**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. These requirements are outlined below and sample documents are contained in the following pages and will be utilized to comply with these requirements. If you have questions regarding these requirements, please contact the City of Canton Prevailing Wage Office at 330-438-4183.

**Please note that the City of Canton will withhold payroll and/or retainage for a pay application or for the project in total until all prevailing wage issues are resolved.**

**DOCUMENTATION REQUIREMENTS**

The successful proposer will be required to submit all required documentation and certified weekly payrolls per the requirements stipulated in Ohio Revised Code Chapter 4115 as work progresses to the City of Canton Prevailing Wage Coordinator.

**Payroll Dates Form**

Must be submitted to the Prevailing Wage Coordinator (PWC) on or before the date your company starts work under the contract. It is to be completed with the **actual payroll dates** and not a day of the week. This requirement applies to all contractors/subcontractors.

**Letter of Authorization for Payroll Signature**

The person signing the certified payrolls must be an Owner or Corporate Officer of the company, or an Authorization letter must be completed and sent to the Prevailing Wage Coordinator. The document sent **must be the original signed, notarized document**. If the person signing the payroll changes during the course of the project then a new Letter of Authorization for payroll signature must be submitted.

**Fringe Benefits Form**

Please complete and return along with the payroll dates form and letter of authorization for payroll signature form.

**Notification to Employee Form**

If your company is a **non-union company you must provide a completed Notification form to each employee working on this site and provide the PWC a copy** (wage and fringe benefit amounts on Notification must match amounts listed on payrolls), the form must have the Prevailing Wage Coordinator information, if you are a **union company** you need to send the PWC **a copy of the contract/agreement your company has with the local Trade Union(s)**.

**Certified Payroll**

The **first certified payroll** must be sent to the Prevailing Wage Coordinator **within two weeks of 1<sup>st</sup> pay period on the job**, payrolls must be sent **weekly** to the Prevailing Wage Coordinator if your company is working **four months or less** on site, payrolls must be sent **at least monthly** if working **more than four months** on site. Certified payroll forms used by contractors **must include all the information that is on payroll form included** with this package, if the payroll form you use does not have sections for all the information, it must be included as an attachment

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to the certified payroll. (During the project you may send copies of the certified payroll but **by the end of the project you must provide the original signed documents to the Prevailing Wage Coordinator** before you will receive your final payment). Fringe benefit breakdown needs to be attached to each payroll. For any **work classifications** requiring a group number (1-5) such as laborer or operating engineer if the group number or identifying equipment employee is operating is not entered, a revised payroll will be required.

**Affidavit of Compliance**

When each contractor/subcontractor has completed their work on the job site they are required to submit a Final Affidavit of Compliance before the primary contractor receives their final payment and any retainer. The original, signed affidavit must be submitted to the Prevailing Wage Coordinator before the surety is released or final payment is made.

**Apprentices**

Any/all apprentices working on this project must be registered with the State of Ohio Apprenticeship Council, apprentices on site cannot exceed ratios in the wage decision rate schedule, contractors/subs must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement from the program for each apprentice on the project with the first payroll on which they appear. You must provide the apprentice level/year, i.e. 1, 2, 3, etc. and/or percent of Journeyman's pay rate, i.e. 50%, 55%, etc. on the certified payrolls.

**Subcontractors**

If any subcontractors will be used during this project then a list of subcontractors including their name, address, and phone number must be provided to the Prevailing Wage Coordinator. The Prime contractor is responsible for all forms to be furnished to subcontractors, **along with wage rates** or any other modification vital to the project.

**Prevailing Wage Rates**

Actual rates due to workers will be those in affect at the time of work. They will be provided as projects are identified. All applicable prevailing wage rates must be posted on the job site for the duration of the project.

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## **Weekly Payrolls**

Each week as work progresses, the Contractor must submit to the Prevailing Wage Coordinator **original, certified, signed weekly 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."

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**Prevailing Wage Affidavit of Compliance**

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

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

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

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

are in compliance with State prevailing wage requirements.

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

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

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

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

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