

BOOK NO. _____

CONTRACT NO. _____

CITY OF CUYAHOGA FALLS
2310 SECOND STREET
CUYAHOGA FALLS, OH 44221
Phone (330) 971-8000
Fax (330) 971-8168



TO BE COMPLETED BY THE CITY OF CUYAHOGA FALLS

DATE OF BIDDING _____, 2020 CONTRACT PRICE \$ _____

DATE AWARDED BOARD OF CONTROL _____, 2020 DATE EXECUTED _____, 2020

DEPARTMENT: ENGINEERING

ORDINANCE To Award

**TOWPATH BOULEVARD
STORM SEPARATION**

THE FOLLOWING INFORMATION MUST BE COMPLETED FOR BID CONSIDERATION

COMPANY NAME _____

CONTACT PERSON _____ PHONE NO. (____) _____ FAX: _____

Email Address: _____ Alternate Phone No. _____

ADDRESS _____
STREET CITY STATE ZIP

Attach Bid Bond Here

TOWPATH BOULEVARD DRAINAGE CULVERT SYSTEM

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TOWPATH BOULEVARD DRAINAGE CULVERT SYSTEM

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* *These pages to be completely filled in, signed, notarized where required, and returned in the Proposal Book in its entirety at time of bid opening.*

τ *These pages to be inserted **after** bid awarded.*

INFORMATION AND INSTRUCTIONS

Section 1

LEGAL NOTICE

Sealed proposals will be received in the office of the Director of Public Service, Municipal Building, Cuyahoga Falls, Ohio, until 12:00 noon, **TUESDAY, NOVEMBER 17, 2020**, with bids opened in Conference Room “A”, Second Floor, Municipal Building, 2310 Second Street, Cuyahoga Falls, Ohio, for the **Towpath Boulevard Storm Separation project**.

Plans and proposals may be obtained by contacting the Cuyahoga Falls Engineering Department at [330-971-8180](tel:330-971-8180) or engineering@cityofcf.com.

The pre-bid meeting will be a conference call on Monday, November 9, 2020, at 1:00 p.m. If you wish to participate in this meeting, call: 605-313-4802, access code 702729#.

Bidders must use the printed forms provided therefore, as none other will be accepted. Each proposal must contain the full name of the party or parties making the same, and all parties interested therein, and must be accompanied by a bond or certified check in the sum of five percent (5%) of the total amount of the bid, on a solvent bank, as a guarantee that if the bid is accepted, a contract will be entered into. The Director of Public Service reserves the right to reject any or all bids and to waive any informality in any proposal. **Bids will be received only from parties that have obtained a recorded bid set of drawings and specifications as evidenced by returning the provided Acknowledgement of Receipt of Plans.**

The successful bidder must post a Performance, Payment, Maintenance bond in the amount of one hundred percent (100%) of the total amount of the bid.

The City of Cuyahoga Falls shall apply a Local Bid Preference to this invitation as outlined in Section 181.08 of the Codified Ordinances.

“DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.”

We are an Equal Opportunity Employer.

BY ORDER OF THE
DIRECTOR OF PUBLIC SERVICE

ANTHONY L. ZUMBO, P.E., P.S.

FALLS NEWS-PRESS: November 1, 2020
 November 8, 2020

**CITY OF
CUYAHOGA FALLS, OHIO**

**PRE-BID
CONSTRUCTION MEETING**

TOWPATH BOULEVARD STORM SEPARATION

A Pre-Bid Construction Meeting will be held to review bid documents and answer questions relative to the proposed project.

This meeting will be held **BY TELEPHONE CONFERENCE CALL on Monday, November 9, 2020, at 1:00 p.m.**

Anyone obtaining the proposal book for stated project is invited to attend by calling:

605-313-4802, access code 702729#

Contact person for this project is:

Craig Marko, P.E., or Brian Zemanek
City Engineer's Office
971-8180

TONY DEMASI, P. E.
CITY ENGINEER

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. In accordance with the advertised legal notice, sealed bids will be received by the City of Cuyahoga Falls, Ohio at the office of the Director of Public Service in the Municipal Building for certain material, equipment and/or labor services. The bids will be opened and read aloud at the time and place specified in the legal notice.
2. Bidders are advised to thoroughly examine the contract documents before submitting their bids. There may be changes in the specifications from those heretofore used. It is hereby understood that the bidder has read and fully understands each and every clause embodied therein.
3. All material, equipment and/or labor services proposed shall be in accordance with the attached specifications. Any exceptions are to be specifically noted herein.
4. Each proposal must contain the full name of the party or parties making the same and all persons interested therein.
5. All proposals or bids shall be signed and submitted on the printed blanks provided for that purpose and bound herewith. Except during the filling in of the proposal forms, no pages are to be removed from this binding. The complete set of contract documents must be submitted with the proposals. For clarity, uniformity and ease of tabulating bids all bidders are requested to TYPE their bids on the proposal forms.
6. The price bid for each unit of material equipment and/or service must be stated separately in figures in the proper column.
7. Each bidder shall submit on the proposal form the name of the manufacturer, type and catalog number of the equipment or material he proposed to furnish. He shall also submit all other data, statements and samples called for by the specifications and the data sheet forming a part of the proposal form.
8. Manufacturers or distributors failing to provide MSDS's will be considered as failing to meet contractual requirement. This statement shall appear on purchase orders or offers to bid.
9. Each bid shall be accompanied by a bond executed by the bidder and a surety company, per Ohio Revised Code, which the surety company shall be licensed to do business in the State of Ohio, in an amount not less than five (5) percent of the aggregate amount of the bid or proposal; or the bidder may submit with the bid, in lieu of such bond, a certified check on a solvent bank, payable to the order of the Director of Public Service, City of Cuyahoga Falls, Ohio, in an amount equal to the amount required in such bond. Said bond or certified check is required as a guarantee that should the said bid or proposal be accepted by the Director of Public Service, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into contract with the City of Cuyahoga Falls for the material, equipment and/or service bid upon.

10. Should any proposal be rejected, such check or bond will be returned to the bidder and should any proposal be accepted, such check or bond will be returned after proper execution of the contract documents. If the bidder, to whom the contract shall have been awarded shall refuse or neglect, within ten (10) days after due notice that the contract has been awarded to him, to execute the same, then the deposits shall be forfeited to the City as liquidate damages for such neglect or refusal.
11. Each proposal shall be accompanied by a non-conclusion affidavit executed on the form provided thereof.
12. When requested by the City of use in evaluation the bids submitted, the bidder must furnish satisfactory evidence of its ability, competency, facility and financial resource to furnish the material, equipment and/or labor services so bid. If the bidder represents a manufacturer, then he must submit similar data relating to the manufacturer.
13. Each bid on equipment, material and/or labor services shall contain a statement of the time, after the award of the contract, required by the bidder to deliver the equipment, material and/or labor services included in the bid.
14. Each bid shall be sealed and addressed to the Director of Public Service, City of Cuyahoga Falls, Ohio, and shall bear on its face, the name of the bidder, a statement that it is a sealed bid to be opened on the day and hour above mentioned, and statement of the item numbers on which the bid is made.
15. All bids shall be filed with the Director of Public Service, in that office in the Municipal Building, in the City of Cuyahoga Falls, Ohio, on or before the day and hour mentioned above and stated in the legal notice of advertisement. No proposal presented after that time will be accepted.
16. Permission will not be given for the modification of any proposal after the same has been filed. No bidder may withdraw his bid, for a period of thirty (30) days after the date of opening of same.
17. If any person contemplating submitting a bid for the proposed material, equipment and/or labor services is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Director of Public Service, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents or changes therein will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Director of Public Service will not be responsible for any other explanation or interpretations of the proposed documents.
18. No bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City of Cuyahoga Falls, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who if a defaulter as to surety or otherwise upon any obligation to the City of Cuyahoga Falls.

19. Attention of the bidder is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.
20. Instructions must be adhered to; failure to strictly observe them shall constitute a sufficient cause of rejection of a bid.
21. the City shall not be liable for the payment of any material furnished under the contract except upon written order from the Director of Public Service supplementing this agreement, and no shipment of same shall be made under the contract except after receipt of such written order.
22. The Director of Public Service may consider bid specification items as distinct bids for each of the items such as material, equipment and/or labor services. However, all parts of any bid specification item must be bid to qualify that item for consideration.
23. After the public reading, all bids will be tabulated and upon completion of a report by the appropriate purchasing department on the bids received, the Director of Public Service will proceed, without unnecessary delay, to award contracts for the various times to the lowest and best bidders on materials, equipment and/or labor services, conforming to the specifications.
24. The Director of Public Service expressly reserves the right to reject any or all bids and to waive informalities and to judge the character and sufficiencies of equipment, apparatus, materials, and/or labor services bid upon. Bidders who are in sympathy with the purpose outlined above and prepared to act in accordance therewith, are invited to submit bids in accordance with these specifications.
25. A Performance Bond will be required (if indicated by the legal notice) of each successful bidder to assure the faithful completion of the contract that has been awarded.
26. The Performance Bond form and/or the Contract form are not to be executed by the bidder until a contract has been awarded.
27. The City expressly reserves the right to award more than one contract on any particular supply item to more than one bidder, if it is considered to be in the best interest of the City. Multiple contracts will not be considered on items obviously not suitable to such means of contracting.

End of Instructions

INSURANCE REQUIREMENTS - Amended 2/18/82

103.08 INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City nor shall the Contractor or any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

1. COMPENSATION INSURANCE:

The Contractor shall procure, and shall maintain during the life of this contract, Workmen's Compensation Insurance as required by the State of Ohio for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. If any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

2. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain, during the life of this contract, (1) Comprehensive General Liability Insurance including all Premises/Operations; Products/Completed Operations; and Broad Form Property Damage, and (2) Automobile Liability Insurance for all vehicles and equipment in the amount specified in subparagraph 2.

3. SUBCONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall either (1) require of his subcontractors to procure and to maintain during the life OF HIS SUBCONTRACT, comprehensive, General Liability Insurance and Automobile Liability Insurance of the type and in the amount specified in Subparagraph 2 and 6 hereof or, (2) insure the activities of his policy, specified in Subparagraph 2 hereof.

4. SCOPE OF INSURANCE AND SPECIAL HAZARDS:

The insurance required under subparagraphs 2 and 3 hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the SPECIAL PROVISIONS.

PAGE 2 – INSURANCE REQUIREMENTS – as amended.

1. BUILDER’S RISK INSURANCE (Fire and Extended coverage):

(Building Construction only) Until the project is completed and accepted by the City, the Contractor is required to maintain Builder’s Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the City, the Contractor, Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder’s Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor’s undertaking.

2. PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: “The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days’ written notice has been received by the City.”

The minimum amount of such insurance including underlying and umbrella excess shall be as follows:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT

Each Occurrence \$ 2,000,000.00

INCOME TAX REQUIREMENTS

Employers doing business within Cuyahoga Falls are required to deduct at the time of payment of salaries, wages, commissions or other compensation the tax of two (2) percent of the gross amount earned in Cuyahoga Falls.

Every employer who is required to deduct the tax at the source is liable directly to the City of Cuyahoga Falls for payment of such tax whether actually collected from their employees or not.

Also, the net profit from income earned within Cuyahoga Falls is subject to the tax. Both withholding and tax on profits are due quarterly.

CONTACT THE INCOME TAX DIVISION FOR THE NECESSARY FORMS AND ANY ADDITIONAL INFORMATION.

City of Cuyahoga Falls
Office of the Mayor

Mayor Don Walters
2310 Second Street
Cuyahoga Falls OH 44221



Phone: 330-971-8200
Fax: 330-971-5696
mayor@cityofcf.com

Dear Employer:

In today's society, we all seem to face the dangers and consequences of alcohol and drug abuse. Studies have found the workplace is not exempt from this scourge that is threatening our nation. It is found that two-thirds of those entering the workplace for the first time have used illegal drugs. Up to twenty-three percent of employees abuse alcohol/drugs on the job. The figures are staggering. Up to 100 billion dollars a year are lost in productivity.

The City of Cuyahoga Falls has passed Ordinance 12-1990, which requires employers who are awarded competitively-bid City contracts to maintain a drug-free workplace.

I have enclosed an outline of the requirements that need to be met. You will also find a sample policy statement, a certification to be completed and returned in your bid packet. It is our hope that through education and awareness, we can be an effective part of the solution.

Please know this office and I are available to assist in any way we can.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Walters", is written over a faint, illegible typed name.

Don Walters
Mayor

Encl.

181.07 EMPLOYERS AWARDED CITY CONTRACTS TO MAINTAIN DRUG FREE WORKPLACE.

1. No contract awarded through the process of competitive bidding, other than contracts pursuant to Ohio R.C. 125.04, shall be awarded to any bidder who does not certify that the following requirements have been met:
 - a. A statement has been published and provided to employees notifying them 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.
 - b. 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 days after such conviction.
 - c. Notice has been published 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 work place.
 - d. A program has been implemented for the distribution of information on drug abuse awareness and the availability of counseling and referral services.
2. The Board of Control may, for good cause shown, grant an extension of time for compliance of the above requirements.
3. The Drug control Coordinator be and hereby is directed to provide information and assistance necessary to facilitate compliance with the provisions of this section.

(Ord. 12-1990. Passed 1-22-90)

SEXUAL HARASSMENT POLICY

Employees of the City of Cuyahoga Falls have a right to work in an environment free of sexual harassment. The City will not tolerate any form of sexual harassment or any offensive conduct that has the effect of severely interfering with an employee's work performance or creating a pervasive intimidating, hostile, offensive work environment. Examples of sexual harassment include, but are not limited to, unwanted sexual advances; implicit or explicit demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting, obscene comments or gestures; and display in the work place of sexually suggestive objects or pictures.

It is the policy of the City of Cuyahoga Falls that any form of sexual harassment is unacceptable, either within the workplace or at City-sponsored events, whether on or off property owned by the City, and is subject to appropriate disciplinary action.

The City encourages individuals who believe they are being harassed to clearly and promptly notify the offender that his or her behavior is unwelcome. This procedure is not a required first step for reporting sexual harassment. If for any reason an individual does not wish to approach the offender directly or if such discussion does not successfully end the harassment, then the individual should notify their supervisor.

Additionally, any employee who observes harassment of any type is to report it to his or her supervisor.

All employees are expected to cooperate with an investigation of any type of harassment. Failure to do so may lead to discipline. False information provided in the course of any investigation may also lead to discipline.

The City will not retaliate against an individual who makes a report of sexual harassment, nor permit any employee to do so. Retaliation is a very serious violation of this policy and should be reported immediately. Any individual found to have retaliated against an individual for reporting sexual harassment, or against anyone participating in the investigation of a complaint, will be subject to appropriate disciplinary action.

FIREARMS POLICY

As a result of the General Assembly passing Am. Sub. House Bill 12 regarding “concealed carry” of firearms, the City of Cuyahoga Falls, Ohio, has adopted a policy. Each Bidder must review the policy and file the certification that is included in this bid packet. The policy can be accessed at the City’s website, www.cityofcf.com, or a copy can be obtained from the office of the Director of Public Service located on the 2nd floor of City Hall, 2310 Second Street, Cuyahoga Falls, Ohio. Upon request, the policy can be faxed or mailed.

A. PURPOSE

The purpose of this policy is to ensure a safe work environment, free of intimidation and threat of physical harm. This policy prohibits all employees, except law enforcement officers and security personnel, from carrying deadly weapons, including firearms, while acting in the course and scope of City employment.

No person shall knowingly possess, have under the person's control, convey or attempt to convey a deadly weapon onto City property except for those persons and circumstances specified in Section C., 2., below. This policy applies to employees, visitors, independent contractors, vendors and any other person on City property, including individuals with valid permits to carry deadly weapons and/or firearms.

B. DEFINITIONS

A "deadly weapon" is defined as any instrument, device or thing capable of inflicting death, and designed or specially adapted for use as a weapon. Examples of prohibited deadly weapons include, but are not limited to:

"Firearm" means any firearm capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant. Firearm includes an unloaded firearm and a firearm that is inoperable but that can readily be rendered operable. Firearm includes, but is not limited to, handguns, pistols, rifles, shotguns, automatic and semi-automatic weapons and zip guns.

"Explosives" meaning any chemical compound, mixture, or device, the primary or common purpose of is to function by explosion. Explosive includes but is not limited to dynamite, black powder, pellet powders, blasting caps, fuse igniters and instantaneous fuses.

"Explosive devices" which are defined as any device designed or specially adapted to cause physical harm to persons or property by means of an explosion, and consisting of any explosive substance or agency and means to detonate it. Explosive devices include bombs, demolition devices, blasting caps or detonators containing an explosive charge and any pressurized vessel that has been knowingly tampered with or arranged so as to explode.

"Incendiary devices" which means any firebomb, and any device designed or specially adapted to cause physical harm to persons or property by means of fire and consisting of any incendiary substance or agency and means to ignite it.

Knives with a blade longer than 3.5".

"Ballistic knife" which means a knife with a detachable blade that is propelled by a spring-operated mechanism or other illegal knives.

“City property” means the vehicles, equipment, machinery, facilities and land owned, leased or under the primary control of the City of Cuyahoga Falls, including all Park and Recreation facilities and areas under construction.

“Visitor” means any person who is on City property, including independent contractors, vendors and visitors, and off-duty employees of the City of Cuyahoga Falls.

C. GENERAL PROVISIONS

No person is permitted to carry or possess a deadly weapon on City property except as provided in this policy.

1. Prohibition

Employees .Employees are prohibited from possessing or carrying a deadly weapon, including but not limited to a firearm, while acting in the course and scope of their employment, either on or off City property, regardless of whether the employee has a permit to carry a deadly weapon, except as otherwise provided in the policy.

Visitors .Visitors, vendors and independent contractors are prohibited from possessing or carrying a deadly weapon while on City property, or engaged in the course of City business or City activities, except as otherwise provided in this policy.

2. Exceptions

Law Enforcement .Law Enforcement officers, as defined in RC 2901 .01, acting within the scope of their duties, are exempt from this policy.

Security Officers .City of Cuyahoga Falls security officers and the head of security personnel, who are authorized to carry deadly weapons as a requirement of their duties, and who are acting within the scope of their duties at the time of that possession or control, are exempt from this policy.

Persons exempt pursuant to RC 2923.123

Parking Areas .This policy does not prohibit the lawful possession or carry of a concealed weapon in private vehicles in a City parking area or parking facility, provided the owner has obtained the appropriate permit(s) required under the law and stores the weapon in their own locked vehicle, either in a locked glove compartment (or other locked compartment), in the trunk, or locked inside a gun case.

Other Authorized Uses .Lawful possession or carry related to use at a City shooting range or other law-enforcement programs; Lawful discharge or possession of a deadly weapon for show or memorial purposes where no projectile is discharged; Lawful transport of an unloaded deadly weapon directly between a parking area or parking facility and the location authorized for its use, or transport of an unloaded deadly weapon directly between a parking area or parking facility and a storage facility provided by the City.

Other Authorized Persons . Individuals who have obtained written permission from the Mayor to carry or use deadly weapons or deadly weapons on City property to perform specific tasks for the City are exempt from this policy during the performance of those tasks.

D. DEADLY WEAPONS STORAGE

Deadly weapons are not permitted in any City vehicle. For purposes of this policy, City vehicles include any vehicle owned, leased or otherwise under the control of the City. City vehicles shall not be used to store or carry a deadly weapon, except as authorized for purposes under Section C. 2 above.

Nothing in this policy requires the City to provide storage facilities for employee's deadly weapon.

The City reserves the right to search all people and property in accordance with local, state and federal law.

E. VIOLATIONS BY EMPLOYEES

Violation of this policy by an employee while on duty or in the course of City business is grounds for immediate removal from City property and termination of employment. An employee who uses a deadly weapon while on duty or in the course of City business will not be defended or indemnified by the City of Cuyahoga Falls. Furthermore, the City may refer suspected violations to appropriate law enforcement authorities, as permitted by law.

Display of a deadly weapon while on or off duty on City property is considered a threat, and will subject the employee to disciplinary action up to and including termination of employment. An employee who displays an empty firearm holster while on duty, creates a physically intimidating and hostile work environment and will be subject to disciplinary action up to and including termination of employment.

F. REPORTING RESPONSIBILITY

If the employee believes that another person (visitor, independent contractor, vendor or another employee) is in possession of or carrying a deadly weapon in violation of this policy, the employee must report the suspected act immediately to the City Police Department and then his/her supervisor, unless reporting at that time would subject the employee or others to physical harm. The threat of physical harm may delay, but does not excuse this reporting requirement.

The City will not tolerate retaliation toward or harassment of any employee who, acting in good faith, reports violations of this policy.

Failure to Report . Failure to report knowledge the presence of any deadly weapon on City property in violation of this policy shall subject the employee to discipline up to and including termination of employment.

False Report .If an employee knowingly makes a false report of a suspected violation of this policy, the employee will be subject to disciplinary action, up to and including termination of employment.

G. SAFETY & ENFORCEMENT

Employees should be aware that the enforcement of this policy might deal with confronting individuals carrying potentially loaded deadly weapons. Under no circumstances should an employee take unnecessary risks or compromise his or her safety in order to enforce this policy. The Cuyahoga Falls Police Department should be contacted immediately if there is a possibility of imminent threat to the personal safety of an employee or others.

H. EMPLOYEE RESPONSIBILITY

Employees are responsible for making sure, in advance, that any potentially covered item in their possession is not prohibited by this policy. Questions regarding items covered in this policy should be directed to the City Police Department.

I. LIMITATIONS

In the event any other City policy or procedure is found to be in conflict with this policy, the terms of this policy shall govern. To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary, this policy is deemed to be amended to be in compliance, pursuant to such law, rule or regulation.

CITY OF CUYAHOGA FALLS:

BIDS SUBJECT TO 60 DAY ACCEPTANCE

BECAUSE OF OUR DESIRE TO FAIRLY AND EQUABLY EVALUATE ALL COMPETITIVE BIDS, WE ARE SPECIFYING THAT ALL BIDS BE SUBJECT TO ACCEPTANCE BY THE CITY WITHIN 60 DAYS FROM THE DATE OF THE BID OPENING.

EXCEPTION BY THE BIDDER TO THIS REQUIREMENT MAY RESULT IN HAVING THE SUBJECT BID REJECTED BY THE CITY AS NOT HAVING MET THE CITY'S SPECIFICATIONS.

CONTRACTOR PERMIT/REGISTRATION REQUIREMENTS

The Contractor shall review and comply with the provisions of any and all permits issued for this work, including compliance with contractor registration, insurance and/or bonding provisions. Although City of Cuyahoga Falls permit fees for this work, if applicable, will be waived, costs for City of Cuyahoga Falls contractor registration, if applicable, will not.

INSURANCE

Section 2

CONTRACT FORMS

Section 3

(DIRECTOR OF PUBLIC SERVICE)

NOTE

The bidder hereby agrees that the Director of Public Service 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 bid.

The bidder further agrees that the Director of Public Service may at his discretion award the contract on the basis of individual items taken separately in multiples or collectively for any or all items in this proposal and that he will not dispute the Director's judgment in his award upon this basis.

Signature of Officer, Partner or Owner

(Business address 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

All bids not in conformity with these provisions will be rejected.

* *PLEASE PLACE BID BOND/CERTIFIED CHECK ON TOP OF THE BID PACKET WHEN SUBMITTING YOUR BID. ALSO, PLEASE HAVE NOTED THE ADDRESS OF WHERE THE BID BOND/CERTIFIED CHECK IS TO BE RETURNED. THANK YOU FOR YOUR COOPERATION.*

CERTIFICATION OF OSHA COMPLIANCE

I, _____, hereby certify that _____
Company Official) (Company)
will comply with all Federal, State and City of Cuyahoga Falls statutes, ordinances, rules and
regulations regarding job site safety, including but not limited to the Occupational Safety and
Health Act while engaged in this project. I understand that a failure of _____
(Company)
or its subcontractors to follow any safety regulation will result in the city, in its sole discretion
issuing a stop work order on the project until the violation is cured. Failure to stop work when
so ordered by the City may result in the immediate termination of the Agreement by the City.
The City may, in its sole discretion, notify OSHA of any violation of safety regulations by the
Company or its subcontractors. All fines and penalties that may result from any violation will be
borne by the Company or its subcontractor.

Signature

Title

State of Ohio)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ of _____,
20_____.

Notary Public
My Commission Expires: _____

[seal]

CERTIFICATION

I, _____ certify that
(Company Official)

_____ has posted in the workplace and distributed
(Company)
to all employees our Drug-Free Workplace Policy Statement, a copy of which is attached hereto.

I further certify that _____ has made information on alcohol
(Employer)
and drug abuse awareness available to all employees and will provide information on the
availability of counseling and referral services to any employee requesting such information.

(Official Signature and Title)

State of Ohio)
County of Summit)ss
)

Sworn to before me and subscribed in my presence this ____ day of _____, 20____.

Notary Public

[Seal]

In accordance with City of Cuyahoga Falls Ordinance No. 12-1990, passed January 22, 1990:

DRUG FREE WORKPLACE POLICY STATEMENT

_____ hereby notifies all employees of our policy
(Employer)
regarding drugs in the workplace.

Without exception, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while in the workplace is strictly prohibited.

_____ requires that as a condition of employment,
(Employer)
any employee convicted of a drug violation occurring in the workplace must notify his or her employer within five (5) days after conviction.

Any employee found in violation of this policy is subject to appropriate personnel action, up to and including termination of employment. Continued employment may be conditioned upon successful completion of an acceptable drug rehabilitation program.

Any employee seeking information on drug or alcohol abuse awareness and the availability of counseling and referral services should contact:

(Name)

(Phone)

CERTIFICATION

I, _____ hereby certify that
(Company Official)

_____ has received, reviewed, and distributed the
(Company)

City of Cuyahoga Falls' policy regarding Sexual Harassment to all employees who will be working or involved with this project. I further certify that _____
(Company)

will indemnify the City of Cuyahoga Falls in any action brought against it alleging that an employee of _____ engaged in any conduct prohibited by the
(Company)

City's Sexual Harassment Policy while working or otherwise involved with this particular Project.

Signature

Title

State of Ohio)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[Seal}

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicap status. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin or handicap status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- b. The CONTRACTOR will, in all applications 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, creed, color, sex, national origin or handicap status.
- c. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contractors or subcontracts for standard commercial supplies or raw materials.

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information, please refer to Chapter 4115 of the Ohio Revised Code.

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than the following:

"New" construction threshold for Building Construction:	\$250,000
"Reconstruction, enlargement, alteration, repair, remodeling, renovation or painting" threshold for Building Construction:	\$75,000

OR

As of January 1, 2020:

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	\$93,292
"Reconstruction, enlargement, alteration, repair, remodeling, renovation or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold has been adjusted to:	\$27,950

- a. Thresholds are to be adjusted biennially by the administrator of Ohio Bureau of Employment Services.
- b. Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

Penalties for Violation

If an intentional violation is determined to have occurred, the Contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means “a willful, knowing, or deliberate disregard for any provision” of the prevailing wage law and includes but is not limited to the following actions:

- a. Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- b. Intentional misclassification of employees for the purpose of reducing wages.
- c. Intentional misclassification of employees as independent contractors or as apprentices.
- d. Intentional failure to pay the prevailing wage.
- e. Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Bureau of Employment Services Wage and Hour Division.
- f. Intentionally employing an officer of a contractor or subcontractor that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Bureau of Employment Services, Wage and Hour Division, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee’s base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of OBES Wage and Hour Division must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and helpers cannot exceed the rations permitted in the wage rate schedules.

1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
2. Contractors must provide the Prevailing Wage coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Bureau of Employment Services or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
 2. Payroll ledger/journals and cancelled checks/check register.
 3. Fringe benefit records must include program name, address, account number, and cancelled checks.
 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent on Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. Copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employee's names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 2. Employee's work classification.
 - a. Be specific about he laborers and/or operators.
 - b. For all apprentices, show level/year and percent of journeyman's rate
 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

- b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
 6. Gross amount earned on all projects during the pay period.
 7. Total deductions from employee's wages.
 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete: and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Send a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

COMPLETION TIME CERTIFICATION

The Contractor shall state the number of calendar days necessary for completion of this Contract after the date of Award of Contract.

Number of calendar days for _____ : _____ days.
(Name of Contract)

Signature of Bidder

Witness: By: _____

Address: _____

LOCAL BID PREFERENCE

The City of Cuyahoga Falls shall apply a Local Bid Preference to this invitation as outlined in Section 181.08 of the Codified Ordinances, including:

- a) In determining the low bid for supplies, commodities, materials, equipment, furnishings or general services, the Board of Control shall exercise a preference for local bidders as provided herein. The local preference shall also apply to contracts for the building, repair or renovation of public buildings or improvements.
- b) Bidders having established their principal place of business, defined as a business with a significant economic and physical presence in Cuyahoga Falls for two (2) successive calendar years prior to the bid opening date, shall be preferred as lowest if their bid does not exceed by more than three percent (3%), with an upper limit of ten thousand dollars (\$10,000.00), the apparent lowest bid.
- c) To qualify for local preference, bidders shall state on the bid documents their principal place of business, the business address where work will be administered (post office boxes will not be accepted in lieu of a street address) and the date of establishment. Each bidder shall have only one principal place of business.
- d) Local preferences shall not be applied as provided; herein for any bids where prohibited by federal or state laws or regulations.
- e) Local preferences shall only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall any preference granted herein exceed a maximum of three percent (3%) or ten thousand dollars (\$10,000.00), whichever is less.
- f) The City shall indicate in all its invitations to bid and specifications for all public contracts for supplies, equipment and materials, excluding construction contracts and contracts financed in whole or in part by contributions or loans from any agency of the State of Ohio or United States Government, that it shall apply a local bid preference as outlined in this section in the evaluation and award of bids received.

Principal Place of Business:

Street Address	City	State	Zip
----------------	------	-------	-----

Address where work will be administered:

Street Address	City	State	Zip
----------------	------	-------	-----

Date Business Established (MM/DD/YYYY):

Findings of Recovery by Auditor of the State

Ohio law (ORC section 9.24) prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. While there are additional criteria, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed \$25,000.

The Auditor of State has established a database pursuant to ORC 9.24 in order to list all persons who have unresolved findings for recovery, dating back to January 1, 2001. Before entering into a public contract described above, a state agency or political subdivision is required to verify that the person does not appear in this database.

Each bidder shall log on to <http://www.auditor.state.oh.us/> and **provide a copy of a certified search of unresolved findings with your bid.** This requirement shall apply to all contracts awarded by the City of Cuyahoga Falls.

CERTIFICATION

I, _____ hereby certify that
(Company Official)

_____ does not have an unresolved finding of
(Company Official)

recovery issued by the Auditor of the State of Ohio as required by Ohio law (ORC section 9.24).

I further certify that _____ has provided a certified search of
(Company Official)

unresolved findings with this bid showing no unresolved findings in his/her name.

Signature

Title

State of Ohio)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[Seal]

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The following certificates are required pursuant to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of Cuyahoga Falls.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

SPECIFICATIONS AND PROPOSALS

Section 4

PROPOSAL

DATE: _____

TO THE DIRECTOR OF PUBLIC SERVICE
CITY OF CUYAHOGA FALLS, OHIO

The undersigned proposes to:

Construct the Towpath Boulevard Storm Separation

all in accordance with the plans and specifications for the City of Cuyahoga Falls, Ohio.

The quantity in the column headed "ESTIMATED QUANTITY" is that which will be used in determining the total amount of the proposal for the purpose of determining the lowest bidder; but it is understood and agreed that this quantity is APPROXIMATE ONLY and that the Contractor to whom the Contract is awarded shall not be entitled to any claim for the loss of profits, or for other damages should the quantity prove to be greater or less than is herein given in said "ESTIMATED QUANTITY" column.

In the event that the amounts entered into the columns labeled "UNIT COST LABOR" and "UNIT COST MATERIAL" are inconsistent with the amounts entered in the column labeled "TOTAL UNIT COST", the bidder agrees that the amounts entered in the "UNIT COST LABOR" and "UNIT COST MATERIAL" shall control.

The bidder agrees further that if this proposal be accepted he will contract with the City to perform the work as outlined in the specifications in accordance with a work schedule that is agreeable to the Director of Public Service all for the following prices:

COMPANY

BY: _____

TITLE

ADDRESS

Zip Code

Phone

BASE BID Towpath Storm

ITEM NO.	SPEC. REF.	ITEM DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT COST LABOR	UNIT COST MATERIAL	TOTAL UNIT COST	TOTAL COST	TOTAL AMOUNT WRITTEN OR TYPED WORDS
1		Temporary Sediment and Erosion Control	LS	1					
2		Mobilization	LS	1					
3		Maintenance of Traffic	LS	1					
4		Construction Layout	LS	1					
5		Seeding and Mulching	LS	1					
6		Videotaping of Project Area	LS	1					
7		Pavement Removed	SY	137					
8		Curb Removed	LF	30					
9		36" RCP Removed	LF	121					
10		Headwall Removed	EA	1					
11		36" Santite HDPE	LF	454					
12		3' x 3' Box Culvert	LF	34					
13		Storm Manhole	EA	4					
14		Type 2.2 Headwall	EA	1					
15		Bulkhead 36" RCP	EA	1					
16		12" Aggregate Base	CY	46					
17		8" Non-Reinforced Concrete	SY	137					
18		Curb	LF	30					

Unofficial Total Base Bid

\$ _____

4.1.1*

RESOURCES AND EXPERIENCE OF BIDDER

THE BIDDER, in order to secure consideration of this proposal, shall complete the following:

A. State below work performed similar to that to be done under this proposed contract:

B. State below the larger items of owned equipment proposed for use under this proposed contract:

C. Submit evidence of financial ability to handle the work under this proposed contract. A statement such as "Adequate" will not be accepted by the Board of Control.

NOTE: NO PROPOSAL WILL BE CONSIDERED UNLESS THE ABOVE IS COMPLETED.

QUALIFICATION INFORMATION

The information contained herein is for the guidance of the Board of Control in awarding the Contract and will be regarded as confidential.

The undersigned bidder proposes to use the following entirely owned equipment on this project:

The undersigned bidder proposes to use the following rented equipment on this project:

The undersigned bidder agrees to maintain all owned or rented equipment used on this project in a workable and safe condition and further agrees that the director of public service (or a designee) shall have the right to inspect said equipment at any reasonable time.

THE UNDERSIGNED BIDDER HAS CONTRACTED WITH THE FOLLOWING GOVERNMENTAL AGENCIES FOR WORK OF A SIMILAR NATURE:

	LOCATION & TYPE	AGENCY	DATE (S)	\$ VALUE
1				
2				
3				
4				
5				

COMPANY

SIGNATURE

PRINT NAME AND TITLE

NOTICE OF SUBCONTRACTORS

Name of Bidder: _____

If you intend to have any portion of this contract performed by a subcontractor, list the subcontractor(s) below:

If you are the successful bidder, you will be fully responsible to the City of Cuyahoga Falls for the acts and omissions of all subcontractors, supplies and other persons performing or furnishing any portion of this contract. In addition, you must ensure that any warranties provided by or through any subcontractor, supplier, or other person are to the benefit of and enforceable by the City of Cuyahoga Falls, Ohio.

Acknowledged by:

Authorized Agent of Bidder

ATTENTION ALL BIDDERS

ATTENTION OF THE BIDDER is directed to general information relating to the PROPOSAL contained herein, all of which work shall be performed in accordance with the **Current Specifications for the City of Cuyahoga Falls** and any **Special Specifications** contained herein applicable to these improvements.

CURRENT CONSTRUCTION SPECIFICATIONS: (1976 Edition)

Bidders who do not have a copy of these specifications may obtain same from the office of the City Engineer at a cost of twenty dollars (\$20.00) per copy.

SPECIAL PROVISIONS:

This section of the Proposal contains any Addenda's, Supplemental Specifications and Special Specifications applicable to these improvement and should be carefully reviewed by the Bidder. (This section follows the Proposal of bid items).

QUALIFICATION INFORMATION:

This page follows the Proposal of Items of Work and shall be filled in by the bidder to be used by the Board of Control as a guide in awarding this contract. This information will NOT be read at the bid opening.

AWARD OF CONTRACT BY THE BOARD OF CONTROL:

The BOARD OF CONTROL proposes to award the contract for this Proposal based upon the summation of the individual total bid prices, however, the BOARD OF CONTROL reserves the right to REJECT ANY AND ALL BIDS.

LOCAL BID PREFERENCE

The City of Cuyahoga Falls shall apply a Local Bid Preference to this invitation as outlined in Section 181.08 of the Codified Ordinances.

LAWN RESTORATION

- 1) Perform lawn restoration and seeding work only after other work affecting ground surfaces have been completed. All existing lawn areas disturbed by the installation of this project shall be re-seeded to establish new lawn in these areas.
- 2) The Contractor shall be responsible for removal of all site debris, fine grading of the disturbed areas with four-inches (4") of new, clean, screened topsoil, and seeding new lawn areas with Fairlawn Brand Seed (Oliger) or equal at a rate of 5 lbs. per 1000 square feet.
- 3) To insure quick establishment of lawn areas the Contractor will apply Mil-Chem organic fertilizer (12-16-10) or approved equal at a rate of 40 lbs. per 5000 square feet and then install shredded wheat straw held in place with tackifier or green netting.
- 4) Seed shall be Fairlawn Brand as distributed by Oliger Seed or approved equal. Seed shall be clean and fresh, packed in sealed bags showing net weight, composition of mix, date of germination tests and supplier's name. Germination test shall be done within a nine (9) month period prior to sale of the seed.
- 5) Fertilizer shall be a granular, non-burning product composed of not less than 50% organic, slow acting, guaranteed analysis professional fertilizer. Included shall be starter fertilizer containing 13% nitrogen, 25% phosphoric acid and 12% potash by weight or approved similar composition.
- 6) Clean topsoil shall not contain glass, rocks, twigs, leaves or other unsuitable material. All topsoil shall be screened.

ATTENTION

GENERAL CONTRACTORS

PUBLIC IMPROVEMENT CONTRACTS ARE AWARDED BY THE BOARD OF CONTROL TO A GENERAL CONTRACTOR WHO IS ENTIRELY RESPONSIBLE TO THE CITY OF CUYAHOGA FALLS FOR THE WORK UNDER THE TERMS OF THE PROPOSAL CONTAINED HEREIN.

SUB-CONTRACTORS WORK DIRECTLY FOR THE GENERAL CONTRACTOR, WITH WHOM ALL PROBLEMS SHALL BE DISCUSSED, AND NO CONTACT SHALL BE MADE WITH THE DIVISION OF ENGINEERING EXCEPT THROUGH OR IN THE PRESENCE OF THE GENERAL CONTRACTOR.

PAYMENTS FOR THE WORK ARE MADE DIRECTLY TO THE GENERAL CONTRACTOR.

SPECIFICATION ADDENDUM

SECTIONS 109.08 & 109.09

109.08 Final Estimate

Before the final estimate is allowed, the Owner shall require the Contractor to submit an affidavit from each and every subcontractor showing that all claims and obligations arising in connection with the performance of his portion of the contract have been satisfactorily settled. The improvement shall be inspected by the Engineer, and if he finds the Work is completed according to the contract, shall, within 60 days after the completion of this contract, prepare a statement of the total cost of the Work done hereunder, and the Owner shall pay the entire sum so found to be due hereunder after deduction therefrom all previous payments under the provisions of this contract and ALSO DEDUCTING THE GUARANTEE AND RETAINAGE CHARGE AS SET FORTH IN SECTION 109.09 following.

109.09 Guarantee and Retainage

The Contractor shall guarantee all Materials and Equipment furnished and work performed for a period of one (1) year from the date of completion. The Contractor warrants and guarantees that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

Further the City will retain three percent (3%) of the entire cost of the work done by the Contractor for the above guarantee period of one year beginning on the date of the Engineer's final estimate payment sheet.

If the Contractor shall have complied with all the requirements of the contract in keeping said improvement in good and proper repair, at the end of his guarantee period upon order of the director the Contractor shall receive this retainer; but, if the Contractor shall fail to make all necessary repairs as indicated by said Engineer at any time during the above period, then the Engineer shall have power to expend all or such part of the amounts so retained as the said Engineer may see fit, and apply the same to making the necessary repairs.

Should the amount retained not be sufficient to make the required repairs, the contractor shall at once make good the deficiency. At the expiration of the guarantee period as above specified, whatever remains to the credit of the Contractor, provided all repairs shall have been made satisfactory to the said Engineer, shall be paid to the Contractor as full settlement of any balance due on said contract as herein provided whereupon and not until then, shall the Contractor be released from the obligation assumed in this contract and his bond discharged. The final acceptance of the work shall be the date when the guarantee is released.

SPECIFICATION ADDENDUM

SECTION 109.06

109.06 Partial Payments

(a) At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the partial payment estimate shall also be accompanied by supporting data, as follows: 1) waiver of lien, 2) proper invoice for material, 3) assurance of City's title to material, 4) proof of payment to vendor for material, 5) proof of applicable insurance on material is in effect. Payment for material stored on site shall be limited to major items of construction with a value exceeding one percent (1%) of contract value. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicated in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Contractor will be paid the bid and stipulated unit and lump sum prices as set forth in his Proposal, for the amount of work approved for payment by the Engineer. The sum total for these items shall constitute full payment for the job complete, tested, and ready for use.

(b) The Owner shall retain ten percent (10%) of the amount of each partial payment until the work is complete. With the final payment the Owner shall pay the Contractor seventy percent (70%) of the retainage held.

Ord. 56-1990
4/9/90

GENERAL CONTRACTORS

IMPROVEMENT CONTRACTS FOR CURBING, PAVING, RESURFACING

THE CONTRACTOR TO WHOM THIS CONTRACT HAS BEEN AWARDED SHALL COMPLY WITH THE REQUIREMENTS OUTLINED HEREIN:

1. PLANS AND STANDARD DRAWINGS:
Prints shall be on the job and available at all times.

2. CONCRETE WORK INVOLVING FORM WORK:
No concrete work shall be placed until form work has been approved and accepted by the City Project Inspector.

Concrete work constructed in violation of this directive shall be subject to removal and replacement at the expense of the Contractor.

3. UNDERGROUND ELECTRIC AND COMMUNICATION WIRES, CONDUIT AND APPURTENANCES:
The Contractor shall be responsible for any damages.

4. LOCATION OF DOWN SPOUT DRAINS:
The Contractor shall be responsible for the location of all down spout drains. If a drain is inadvertently overlooked and it is necessary to drill a hole in the curb after it has been placed, the drilling shall be performed by the City's contractor at the expense of the Contractor.

5. LOCATING OF WATER SERVICE BOXES, WATER SHUT-OFF VALVE BOXES, AND SANITARY AND STORM SEWER MANHOLES:
The initial locating of these boxes and manholes will be performed by the City Water Utilities Department forces upon a one (1) week notice.

It will then be the responsibility of the Contractor to preserve the location stakes or log the points by another method. If it is necessary for the City Water Utilities Department forces to relocate these items, costs will be billed at the prevailing hourly rate at which the work is performed.

6. ADJUSTING WATER SERVICE BOXES TO GRADE:
The top of these curb boxes shall be either flush with or a maximum of 1/4" below the surface of the berm, drive approach, or sidewalk. These boxes will be replaced prior to adjusting as determined by the City Engineer. The Contractor will ensure that each box is in good condition and that the stem is operational.

All damaged or buried service boxes must be corrected within two (2) weeks following written notification by the City. All costs incurred by the City to correct damaged or buried service boxes will be billed at the prevailing hourly rate at which the work is performed.

7. ADJUSTING WATER SHUT-OFF BOXES TO GRADE:

The top of these water boxes shall be either flush with or a maximum of 1/4" below the final surface of pavement, berm, drive approach, or sidewalk. Measurement in excess of these limits shall be grounds for non-acceptance of this item.

The boxes shall be adjusted prior to addition of the final asphalt surface course. Riser rings are acceptable for water boxes, provided the top section is in good condition. The boxes will be replaced prior to adjusting as determined by the City Engineer.

All boxes found damaged, covered, or buried must be corrected within two (2) weeks following written notification by the City. All costs incurred by the City to expose or correct damaged boxes will be billed at the prevailing hourly rate at which the work is performed, minus the bid amount for items not performed.

8. ADJUSTING SANITARY AND STORM SEWER FRAMES AND LIDS TO GRADE:

The top of the sanitary and storm sewer frames and lids shall be either flush with or a maximum of 1/4" below the final surface of pavement, berm, drive approach, or sidewalk. Measurement in excess of these limits shall be grounds for non-acceptance of these items.

The frames and lids shall be adjusted prior to addition of the final asphalt surface course. The frames shall be replaced prior to adjusting as determined by the City Engineer. Riser rings are not acceptable for adjusting sanitary and storm sewer lids to grade.

Care must be exercised to prevent debris from falling into the base of the manhole during removal, loosening installation or adjusting of these frames and lids. All debris must be removed immediately to prevent restriction of flow. All damage or work incurred by the City or residents due to a plugged sewer caused by debris from this work will be at the expense of the Contractor.

The Water Utilities Department will provide all frames and lids needed to replace defective items. NOTE: All two-inch (2") frames and lids are to be replaced with Cuyahoga Falls Standard one-inch (1") frames and lids. All frames and lids needed will be picked up by the Contractor following coordination with the Water Utilities Superintendent. All items replaced are the property of the City and will be picked up by City forces.

All manhole frames and lids found damaged or buried must be corrected within two (2) weeks following written notification by the City. All costs incurred by the City to expose or adjust manhole frames and lids will be billed at the prevailing hourly rate at which the work is performed, minus the bid amount for items not performed.

SPECIAL PROVISIONS

ADDENDAS AND SUPPLEMENTAL SPECIFICATIONS
TO THE CURRENT CONSTRUCTION SPECIFICATIONS FOR
THE CITY OF CUYAHOGA FALLS.

THIS SECTION ALSO INCLUDES ANY SPECIAL
SPECIFICATIONS AND STANDARD CONSTRUCTION
DRAWINGS APPLICABLE TO THIS PROPOSAL.

SECTION 5

NOTICE TO CONTRACTOR:

“DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.”

TOWPATH BOULEVARD STORM SEPARATION

LOCATION OF WORK

The work shall be performed on Towpath Boulevard.

The work shall include, but not be limited to:

1. Pavement, curb and pipe removal
2. Installation of new storm sewer and box culvert, including manholes
3. Pavement replacement
4. Erosion control, seeding and mulching
5. Maintenance of traffic.

SCHEDULES

At the pre-construction meeting the Contractor shall submit a proposed schedule for all work.

PREVAILING WAGE

SECTION 6

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce
Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, Ohio 43068 (614) 644-2239

Certified Payroll Heading:

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so; list the name of the General or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority.

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc., payroll filed by the company for the project.

Page indicator: Number of pages included in the report.

Project Number: Determined by the public authority. If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Last Four Digits of Social Security Number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Bureau of Employment Services, Wage and Hour Division. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications, for example, Backhoe Operator or Asphalt Laborer.
3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example, M T W T H F S S U. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
4. Project Total Hours: Total the hours entered for pay period.
5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - a) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - b) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - c) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
10. Self explanatory
11. Self explanatory
12. Self explanatory

CERTIFIED PAYROLL REPORT

Employer Name and Address			Name of General/Prime Contractor				Project Name and Location					Contracting Public Authority				
Check if Subcontractor <input type="checkbox"/>		Week Ending:			Payroll #:		Page ___ of ___			Project Number:						
1. Employee Name, Address SSN		2. Work Class	3. Hours Worked Day & Date			4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash ___ Appd Plans ___ Cash & Approved Plans			8. Total Hrs All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. Net Paid
									H & W	Pens	Vac	Apo	Other			
		OT														
		ST														
		OT														
		ST														
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Date _____ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE _____ SIGNATURE _____

PLEASE BE ADVISED THAT THIS FORM IS INTENDED TO BE USED AS A SAMPLE ONLY. IT IS NOT INTENDED TO BE THE ACTUAL PAYROLL REPORT TO BE FILED. IN ORDER TO COMPLY WITH THE STATE STATUTE REGARDING THE FILING OF CERTIFIED PAYROLL REPORTS, THE REPORT FILED BY YOUR COMPANY MUST INCLUDE A STATEMENT CERTIFYING THAT THE "PAYROLL IS CORRECT AND COMPLETE AND THE WAGES PAID ARE NOT LESS THAN THOSE REQUIRED BY THE CONTRACT". IF YOU HAVE ANY QUESTIONS REGARDING THE FILING OF CERTIFIED PAYROLL REPORTS, PLEASE CONTACT THE OHIO BUREAU OF EMPLOYMENT SERVICES, WAGE AND HOUR DIVISION AT (614)-644-2239.

CERTIFICATION

Date

I, _____ (Name of signatory part) _____ (Title)

do hereby certify:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or subcontractor) (Building or work)

_____ ; that during payroll period

commencing on the _____ day of _____ 20__ and

ending the _____ day of _____ 20__ all laborers

and mechanics employed on said project have been paid at the prevailing rate of wages for laborers and mechanics for the class of work called for by said project, and that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or subcontractor)

from the total wages earned by any person and that no deduction have been made either directly or indirectly from the total wages earned by any person, other than permissible deductions as defined in Chapter 4115. Ohio Revised Code, and described below:

(2) That this and all payrolls required to be submitted for the above period are correct and complete; that the prevailing wage rates for laborers and mechanics are not less than the prevailing wage rates then payable in the same trade or occupation in the locality where the work is being performed, as determined by the Ohio Department of Industrial Relations; and, that the classifications set forth for each laborer and mechanic conform with the work performed,

(3) That apprentices employed during the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship Council.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the base hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as determined by the Ohio Department of Industrial Relations have been made to

_____ in the amount of: \$ _____ for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage ratio plus the amount of the required fringe benefits as determined by the Ohio Department of Industrial Relations, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Ohio Bureau of Employment Services
Wage and Hour Division

Remarks: 145 South Front Street
PO Box 1618
Columbus, Ohio 43216-1618

Name and Title	Signature
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6.2.1

(SAMPLE)

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

PREVAILING WAGES

Name of Company _____

I, _____, (Name of person signing affidavit) Title _____

do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

(Project Name & Location)

during the following period from _____ to _____

is in accordance with the prevailing wage prescribed by the contractor document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made 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 or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.