

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 \_\_\_\_\_ CONTRACT PRICE \$ \_\_\_\_\_

DATE AWARDED BOC \_\_\_\_\_ DATE EXECUTED \_\_\_\_\_ 2024

DEPARTMENT: *STREET*

ORDINANCE NO=S:

To Bid \_\_\_\_\_

To Award \_\_\_\_\_

STREET DEPARTMENT MATERIALS

ASPHALTIC CONCRETE

2024

**THE FOLLOWING INFORMATION MUST BE COMPLETED FOR BID CONSIDERATION**

COMPANY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE NO. (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_

STREET

CITY

STATE ZIP

Attach Bid Bond Here

## **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, Thursday, February 22, 2024**, with bids being opened in Conference Room A, located on the second floor of the Municipal Building, 2310 Second Street, Cuyahoga Falls, Ohio, for the purchase of the following supplies/services to be used by the Street Department:

### **Asphaltic Concrete**

Detailed information, blank proposals and complete specifications may be obtained in the office of the Director of Public Service, 2310 Second Street, Cuyahoga Falls, Ohio 44221.

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 bid bond in the amount of five percent (5%) of the total amount of the bid, on a solvent bank, or \$200.00 certified check, 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.

We are an Equal Opportunity Employer.

BY ORDER OF THE  
DIRECTOR OF PUBLIC  
SERVICE  
ANTHONY L. ZUMBO,  
P.E., P.S.

## 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

City of Cuyahoga Falls

**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
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## **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 "Don Walters".

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](http://www.cityofcf.com), or a copy can be obtained from the office of the Director of Public Service located on the 2<sup>nd</sup> floor of City Hall, 2310 Second Street, Cuyahoga Falls, Ohio. Upon request, the policy can be faxed or mailed.

**CITY OF CUYAHOGA FALLS  
WEAPONS IN THE WORKPLACE POLICY**

*Effective: January 1, 2013*

**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:**

  
\_\_\_\_\_  
Mayor Don S. Walters



**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.

**(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.

\_\_\_\_\_  
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}

**FIREARMS CERTIFICATION**

I, \_\_\_\_\_ hereby certify that  
(Company Official)

\_\_\_\_\_ has reviewed and  
(Company)

distributed by the City of Cuyahoga Falls' policy regarding Firearms to all employees and subcontractors who will be working on or involved with this project. I further certify that

\_\_\_\_\_ will indemnify the City of  
(Company)  
Cuyahoga Falls in any action brought against it alleging that an employee of

\_\_\_\_\_ Engaged in any conduct prohibited  
By the City's Firearms Policy while working or otherwise involved with this particular Project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

State of \_\_\_\_\_ )  
  )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.





**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
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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.

**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]

**PROPOSAL**

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

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

The undersigned proposes to furnish the MATERIALS FOR USE BY THE STREET DEPARTMENT FOR 2024 in accordance with the Specifications which are hereby made a part of the PROPOSAL and the Bidder hereby acknowledges that he has read and understands them.

Quantities quoted are estimates ONLY and the City of Cuyahoga Falls does not promise to buy any given amount and the undersigned Bidder hereby waives any and all claims for loss of profits or damage caused by Bidder's expectation of selling any quoted amount to the City.

Prices bid on MATERIALS shall be firm for the 2024 paving season (April – October) unless otherwise expressly noted in the proposal by the Bidder.

The Director of Public Service may award the contract based solely on the price bid, or on the basis of both the price bid and the pricing policy submitted.

The undersigned understands and agrees that the City expressly reserves the right to award a contract to one or more Bidders if it is considered to be in the best interests of the City.

BIDDER: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

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

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_



SPECIFICATIONS  
MATERIALS FOR USE BY THE STREET DEPARTMENT

ITEM 1

ASPHALTIC CONCRETE

**MATERIAL**

The asphaltic concrete to be furnished under this item shall conform in all respects to the requirements of the Current Specifications for the City of Cuyahoga Falls for Item "ASPHALTIC CONCRETE", and amendments thereto.

**COMPOSITION**

The composition of the mixture shall be ODOT Item 301 or ODOT Item 448 Type 1 as specified by the Street Commissioner at the time of ordering. The City will allow up to 10% recycled asphalt in the mixture.

**BASIS OF PAYMENT**

Payment for material furnished under this item shall be at the contract unit price PER TON for Item 1 "ASPHALTIC CONCRETE" (material only). F.O.B. terms as indicated for the item on the Proposal.

**PRODUCER'S PLANT TICKETS**

Producer's plant tickets shall be furnished showing the weight and type of material being delivered. A signature on the Producer's plant ticket must be obtained from a representative of the City at the time of pick up if they are to be honored for payment.

**LOCATION OF BIDDER'S FACILITIES**

The distance to the bidder's asphalt production facilities will be a factor in determining contract award.

**PROPOSAL ITEM NO. 1**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	NET PRICE PER UNIT	
				IN FIGURES	IN WORDS
1.1	Asphaltic Concrete, ODOT 301 F. O. B. Bidder's Plant	2,000	Ton		
1.2	Asphaltic Concrete, ODOT 448 Type 1 F. O. B. Bidder's Plant	4,000	Ton		

BIDDER: \_\_\_\_\_ COMPANY NAME \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

LOCATION OF BIDDER'S PLANT \_\_\_\_\_

DELIVERY SCHEDULE: \_\_\_\_\_ TERMS OF PAYMENT \_\_\_\_\_

**NOTE:** ANY EXCEPTIONS, COMMERCIAL OR TECHNICAL, TO THE CITY'S SPECIFICATIONS SHALL BE SPECIFICALLY LISTED AND DETAILED BELOW. UNLESS SO SPECIFIED, IT IS ASSUMED THAT THE MATERIAL OR EQUIPMENT OFFERED BY THIS BID IS IN COMPLETE ACCORDANCE IN EVERY RESPECT WITH THE DETAILED SPECIFICATIONS.

REMARKS, MODIFICATIONS & EXCEPTIONS TO BE LISTED



## ASPHALT BINDER PRICE ADJUSTMENT

### SUPPLEMENTAL SPECIFICATIONS

Any contract item specifying asphalt concrete is eligible for a price adjustment, if ODOT's asphalt binder index shows the price for asphalt binders has increased or decreased in excess of five percent (5%) and the adjustment is more than \$100.00 for any individual item.

If the ratio of the placing index (*PI*) to the bidding (*BI*) is greater than 1.05 or less than 0.95, the City of Cuyahoga Falls will adjust compensation the Contractor receives for work done each month under contract items specifying asphalt concrete. The adjustment will apply to the price for asphalt binder used in those contract items according to the following formula:

$$\text{Price Increase} \quad PA=(PI/BI-1.05)*C*Q$$

$$\text{Price Decrease} \quad PA=(PI/BI-0.95)*C*Q$$

Where:

*PA* = Price Adjustment

*BI* = Bidding Index \*

*C* = *BI* x percent virgin asphalt binder / 100

*PI* = Placing Index \*

*Q* = Quantity of asphalt concrete in tone (metric tons)

\* Use the PG Binder grade for the asphalt binder used.

The *PI* is the average F.O.B. price for the PG Binder grade specified, as quoted by a majority of Ohio suppliers for the month the asphalt concrete is placed. ODOT will secure the prices on the first business day of each month and will post the *PI* for each PG Binder grade in the Office of Contracts. The Department will use the Metric Placing Index if the project is in metric units; otherwise, the department will use the English Placing Index. Only the calculated average prices will be available. If the price is not available from a majority of the Ohio suppliers, the Director's determination will be final.

The *BI* is equal to the *PI* for each PG Binder Grade for the month immediately before the month the project is bid. The Department will use the Metric Placing Index if the project is in metric units; otherwise, the Department will use the English Placing Index.

The percent of virgin asphalt binder used to calculate *C* is determined from the approved JMF.

The quantity of asphalt concrete items (*Q*) is the authorized constructed quantity in tons

(metric tons) placed in the month being considered. If the contract item is in cubic yards (cubic meters), the Department will convert the volume into tons (metric tons) using the conversion factor established according to 401.21.