

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 \_\_\_\_\_

**DEPARTMENT:** Buildings & Grounds Maintenance

**ORDINANCE No.** \_\_\_\_\_

**TREE SERVICES  
FOR A PERIOD OF TWO (2) YEARS  
NON-UTILITY LINE CLEARANCE  
TRIMMING & REMOVAL AS NEEDED**

The Following Information Must Be Completed For Bid Consideration

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

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

FAX NO. ( ) \_\_\_\_\_ EMAIL \_\_\_\_\_

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

STREET

CITY

STATE

ZIP

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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, 2310 Second Street, Cuyahoga Falls Ohio, until **12:00 noon, Tuesday, November 28, 2023**, with bids being opened in Conference Room A, Municipal Building, 2310 Second Street, Cuyahoga Falls Ohio, for tree services for an initial period of two (2) years, with the option for up to three (3) additional one-year terms.

### **Non-Utility Line Clearance Tree Services Trimming and Removals**

Detailed information and blank proposals may be obtained in the office of the Director of Public Service.

Bidders must use 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 amount of \$200.00 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.

We are an Equal Opportunity Employer.

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

AKRON LEGAL NEWS: November 10, 2023  
November 17, 2023

## 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,

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.

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:**

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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.

## **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]

**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.

**NON-COLLUSION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

being duly sworn, do depose and say: that

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

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

Signature

Title

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

Notary Public in and for

COUNTY OF

STATE OF

My commission expires

[SEAL]

Have you double-checked your bid?

Errors or omissions could result in your bid being declared informal.

**DISCLOSURE OF PERSONAL PROPERTY TAX STATUS**

**Instructions:** OHIO LAW NOW REQUIRES THAT A DISCLOSURE OF YOUR PERSONAL PROPERTY TAX STATUS BE MADE PRIOR TO EXECUTION OF A CONTRACT BY THE CITY. COMPLETE SECTIONS A) OR B) (WHICHEVER IS APPROPRIATE) AND SECTION C.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

A. I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Party Signing Affidavit) (Title)

the successful bidder for labor, services, supplies and/or materials as described in the attached contract documents being duly sworn, do certify that at the time the successful bid was submitted, I was not charged with delinquent personal property taxes on the general tax list of any county in the State of Ohio.

B. I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Party Signing Affidavit) (Title)

the successful bidder for labor, services, supplies and/or materials as described in the attached contract documents being duly sworn, do hereby certify that at the time said bid was submitted, I was charged with delinquent personal property taxes on the general tax list in the following counties in Ohio in the following amounts:

<u>County</u>	<u>Amounts of Unpaid Delinquent Taxes Due</u>	<u>Unpaid Interest And Penalties Due</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. This statement is being submitted pursuant to the requirements of Revised Code Section 5719.042. I understand that no payment shall be made with respect to this contract unless this statement is incorporated in said contract. **FURTHER AFFIANT SAITH NAUGHT.**

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_.



## 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:

#### As of September 29, 2013:

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

OR

#### As of January 1, 2016:

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	\$88,495
"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:	\$26,514

- 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 the 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.
    1. 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.

Certification of Compliance with O.R.C. 3517.13

The City of Cuyahoga Falls has entered into a contract for goods and/or services with \_\_\_\_\_ . The undersigned authorized representative of \_\_\_\_\_ certifies on behalf of \_\_\_\_\_ that all of the following persons, if applicable, are in compliance with division (I) (1) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven year of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and \_\_\_\_\_.

ON BEHALF OF COMPANY:

DATE SIGNED:

Note: This form is to be used by an individual, partnership, or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate or trust. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

*Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.*

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Cuyahoga Falls has entered into a contract for goods and/or services with \_\_\_\_\_ (“Company”), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) (1) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and Company.

ON BEHALF OF COMPANY:

DATE SIGNED:

---

Note: This form is to be used by a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

*Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.*

**SPECIFICATIONS  
&  
PROPOSALS**

**SECTION 4**

# PROPOSAL

TO: The Director of Public Service  
City of Cuyahoga Falls, OH 44221

The undersigned proposes to furnish the Tree Services to the City of Cuyahoga Falls, Ohio, in accordance with the specifications which are hereby made a part of the Proposal and the Bidder hereby acknowledges that he/she has read and understands them.

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 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 the said "Estimated Quantity" column.

The prices bid on Tree Services shall be firm for a period of two (2) years from date of Contract. Any "Package" proposal(s) must be expressly noted in the proposal by the Bidder. The undersigned understands and agrees that the City expressly reserves the right to award a contract for Tree Services to more than (1) bidder if it is considered to be in the best interests of the City.

**The Director of Public Service may consider this bid to be separate and distinct bids for each of the items of material, equipment and/or labor services, unless he desires to do so. However, all parts of any one item must be bid to qualify that item for consideration.**

**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 items to the lowest and best bidders on materials, equipment and/or labor services, conforming to the specifications.**

**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.**

---

COMPANY NAME

---

SIGNATURE

---

PRINTED NAME AND TITLE

---

ADDRESS

---

PHONE # AND FAX #

**TREE SERVICES**

**NON-UTILITY TRIMMING & REMOVAL**

**PROPOSAL**

**TREE DIAMETER  
MEASURED 4.5 FEET  
ABOVE CURB**

**PRICE PER TREE**

**TREE & STUMP REMOVAL:**

Group #1 0" to 6.4"	\$ _____
Group #2: 06.5" to 12.4"	\$ _____
Group #3: 12.5" to 18.4"	\$ _____
Group #4: 18.5" to 24.4"	\$ _____
Group #5: 24.5" to 30.4"	\$ _____
Group #6: 30.5" to 36.4"	\$ _____
Group #7: 36.5" to 48.4"	\$ _____
Group #8: 48.5" and over	\$ _____

**STUMP REMOVAL ONLY:**

\$ \_\_\_\_\_

**TREE TRIMMING:**

**CROWN RAISING/SAFETY PRUNE:**

**FULL PRUNE:**

Group #1: 03.0" to 07.9"	\$ _____	\$ _____
Group #2: 08.0" to 15.9"	\$ _____	\$ _____
Group #3: 16.0" to 23.9"	\$ _____	\$ _____
Group #4: 24.0" to 35.9"	\$ _____	\$ _____
Group #5: 36.0" to 47.9"	\$ _____	\$ _____
Group #6: 48.0" and over	\$ _____	\$ _____

**EMERGENCY TRIMMING AND/OR REMOVALS PER HOUR COST: \$ \_\_\_\_\_**

**NON-EMERGENCY TRIMMING AND/OR REMOVALS PER HOUR COST: \$ \_\_\_\_\_**

**DETAILED SPECIFICATIONS  
TREE SERVICES  
UTILITY LINE CLEARANCE  
CITY OF CUYAHOGA FALLS**

***GENERAL***

All bids will receive full consideration. If the proposed TREE SERVICES do not meet the detailed specifications, the Bidder must indicate precisely in what way the specifications are not met. FAILURE TO LIST EXCEPTIONS WILL AUTOMATICALLY DISQUALIFY A BID FROM CONSIDERATION OR CONSTITUTE GROUNDS FOR TERMINATION OF THIS CONTRACT IF DISCOVERED AFTER AWARDED.

***DESCRIPTION***

The TREE SERVICES specified herein shall be for the preservation, trimming and removal of trees in and around the power lines, on public and private lands, rights-of-way and utility easements for a period of two (2) years from the date of contract. Examples of said TREE SERVICES are as follows:

- Removal of dead, dangerous and undesirable trees, including stumps when necessary.
- Pruning of street trees to provide roadway and sidewalk clearance, unobstructed street lighting and adequate visibility of traffic control devices.

***TREE EXPERT***

The Bidder shall furnish an experienced Tree Expert for the purposes of investigating and making recommendations to the City and/or homeowner in response to some 400 citizen inquiries received annually. The Tree Expert will also be called upon to investigate, furnish recommendations, and take corrective action regarding trees as may be requested by the Director of Public Service (or a designee). The Expert shall be qualified to inspect trees for pests, diseases, stability and safety and to devise and implement a plan of corrective action.

***DUMPING***

Locating suitable dumping site(s) for chips, wood, brush, etc. is the responsibility of the successful bidder.

***EMERGENCY SERVICE***

Since natural conditions, such as wind storms, can cause swift and immediate tree damage to extensive areas, TREE SERVICES specified herein shall be available on a FIRST CALL BASIS to the City of Cuyahoga Falls, so that restoration of roadways and electrical services can be accomplished as soon as possible.

### ***COMPENSATION***

The contractor will render a billing, to the City at the end of each and every month, setting forth the work performed, man hours of labor used, days worked, equipment used and total amount due. There shall be no additional charge to the City for the use of tree paint, lag hooks, cabling materials, pruners, handsaws, belts, cranes, or any other special equipment or implements of the trade customarily used to perform said tree services as well as for the services of the Tree Expert, insurance coverage, etc.

### ***INSURANCE COVERAGE***

Insurance coverage, as required by the CITY, are specified on the preceding pages. The successful bidder will be required to furnish Performance and Payment Bonds in the amount of 10% of ONE YEAR'S value of the contract.

### ***CITY INCOME TAX***

All 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 percent (2%) 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 with Cuyahoga Falls is subject to the tax. Both withholding and net profit are due quarterly.



**TREE TRIMMING  
&  
REMOVAL  
SPECIFICATIONS**

## NON UTILITY TRIMMING & REMOVAL SPECIFICATIONS

### TREE REMOVAL:

The City of Cuyahoga Falls aspires to remove dead, dangerous or problem-type trees within City rights-of-ways at various locations. Each tree designated for removal will be marked with a green dot on the tree trunk; each tree designated for trimming will be noted with a green line on the street curb.

Not all trees to be removed or trimmed under this contract are now known or recorded. The City of Cuyahoga Falls specifically reserves the right to add or delete trees and determine priority sequence as needed.

**It is important to note only the City can approve additions or changes.** In the event the Contractor removes a tree without proper authorization, the Contractor will not be compensated for this work. Furthermore, if a tree is removed by mistake, the Contractor will be responsible for reimbursing the City of the replacement value of the tree as determined in the “**Guide for Establishing Values of Trees and Other Plants**” as prepared by the Council of Tree and Landscape Appraisers.

Whenever possible, the size of the tree shall be determined by measuring at a point four and one-half feet (4 ½’) from the top of the root flare. In the event a discrepancy does arise the Contractor shall notify the City of the address and discrepancy in size. No tree shall be removed until the difference has been resolved and the Contractor receives approval to proceed.

The following method shall be used to determine the diameter when a tree has multiple stems at the designated 4 ½’ height above the root flare:

- A. Measure diameter of each stem.
- B. Add diameter of largest stem at 70% of the total diameter for all other stems.
- C. Sum will be the calculated diameter for that tree.

The Contractor shall be responsible for the removal of all trees in a professional manner insuring that no damage is done to City of private property or public utilities. **The Contractor is responsible for any and all damage resulting from his operation.**

The Contractor will be required to contact the respective utility companies prior to specific removal when wires represent an obstacle in tree removal.

The remaining portion of the trunk, the portion of the stump left in the ground, shall be approximately six (6”) inches and no higher than nine (9”) inches above ground level.

Large logs, trunks, wood chips, etc. become the property and responsibility of the Contractor.

Upon completion of the tree removal process (removal of the canopy and/or trunk down to a stump within 9” of ground level), the site shall be completely restored to near-original condition. Branches, twigs, sawdust, chips, leaves, etc. are to be thoroughly raked and/or swept and removed from both public and private property.

## **STUMP REMOVAL:**

The Contractor, in addition to tree removal, will also be responsible for grinding stumps. For the purpose of this bid a "STUMP" shall be any and all woody (trunk and roots) material existing 9" above ground level to a minimum depth of 24" below finished grade. Roots four inches (4") below finished grade are also included. Finish grade shall be a straight line from the back of the curb to the front edge of the sidewalk. Exposed roots existing in the devil strip beyond the immediate trunk area (3' radius around the tree trunk) shall be removed to a depth of 4" regardless of the distance from the trunk of the tree. Roots emanating from a second tree in close proximity to the involved tree are not the responsibility of the Contractor.

Within five (5) days of completion of the removal of the stump to the proper depth, the Contractor shall remove all chips resulting from the grinding operation to a full 24" depth and replace with **approved** topsoil. **NOTE: No material other than approved topsoil may be used as fill.** The top 4" of disturbed areas shall also be approved topsoil.

Topsoil shall consist of a sandy or silt loam without excessive percentage of subsoil, refuse or any other foreign matter, and be free from stumps, roots, hard dirty, stiff clay, stones or other objectionable materials. It shall have an acidity range of ph 6.5 to 7.5.

Once the topsoil is replace, it shall be moderately compacted by walking over it. Additional topsoil shall be added and the center of the previous excavation left slightly 1" higher than the edges to allow for settling. The complete area must then be raked smooth and even (same level) to the surrounding adjacent area of turf, sidewalk or curb.

An appropriate starter fertilizer shall be applied at a rate of one pound per 100 square feet and raked. Area shall then be seeded with a mixture of improved Kentucky bluegrass, perennial rye grass and red fescue at a rate of three pounds per 1,000 square feet (five ounces per 100 square feet).

All grindings, roots, rocks, etc. resulting from grinding operations shall be disposed of by the Contractor.

The Contractor shall be responsible for any and all damages incurred by the Contactor's operation. In the event that damage is done to drain lines, water lines, or utility lines, both the property owner and the utility company shall be notified immediately of that damage. In the event of damage to a drain line, the Contractor shall be responsible to repair/replace the drain equal to, or better than, before.

The Contractor shall be responsible for any settling for a period of one year. Any work site (previous tree and stump removal) having settled more than one half inch (1/2") below the original finished grade shall be refilled with topsoil and reseeded.

Prior to completion of the stump grinding operation, the City of Cuyahoga Falls, along with the Contractor, will meet at a predetermined location to walk through the stump grinding process according to the intent of this contract. The same will hold true for the topsoil and seeding purposed. Do not begin or complete either of the above processes without notifying the City at

330-328-3995 or 330-971-8151. Any and all stump grinding, replacement of topsoil, seeding, etc. will be rejected if and when the Contractor fails to notify the City as previously noted. The Contractor will not be compensated for any rejected work until it is redone, inspected and approved by the City of Cuyahoga Falls.

In the fall following each contract period, a final inspection will be made related to the extent of settling. Any work site (previous tree and stump removal) having settled greater than one half inch (1/2") below the original finished grade shall be refilled with topsoil and reseeded.

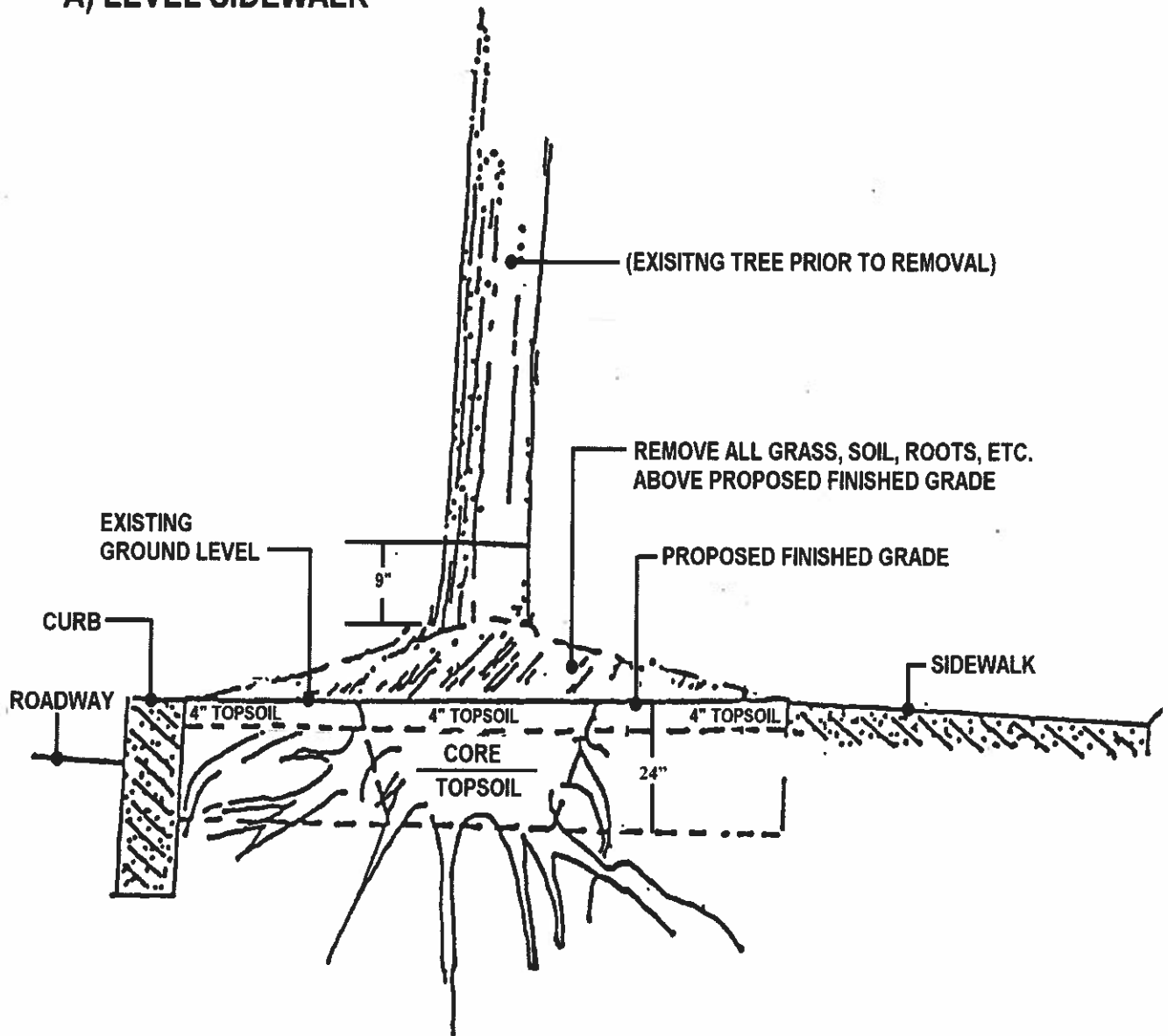
**NOTE:**

Contractor shall have thirty (30) working days from time of receipt of work order to complete work on all non-emergency individual tree trimming or removal requests.

Failure to complete work by the set date will subject Contractor to a penalty of \$100.00 per day to be deducted from the payment due until which time the work has been completed.

Extensions may be granted by the Buildings and Grounds Superintendent.

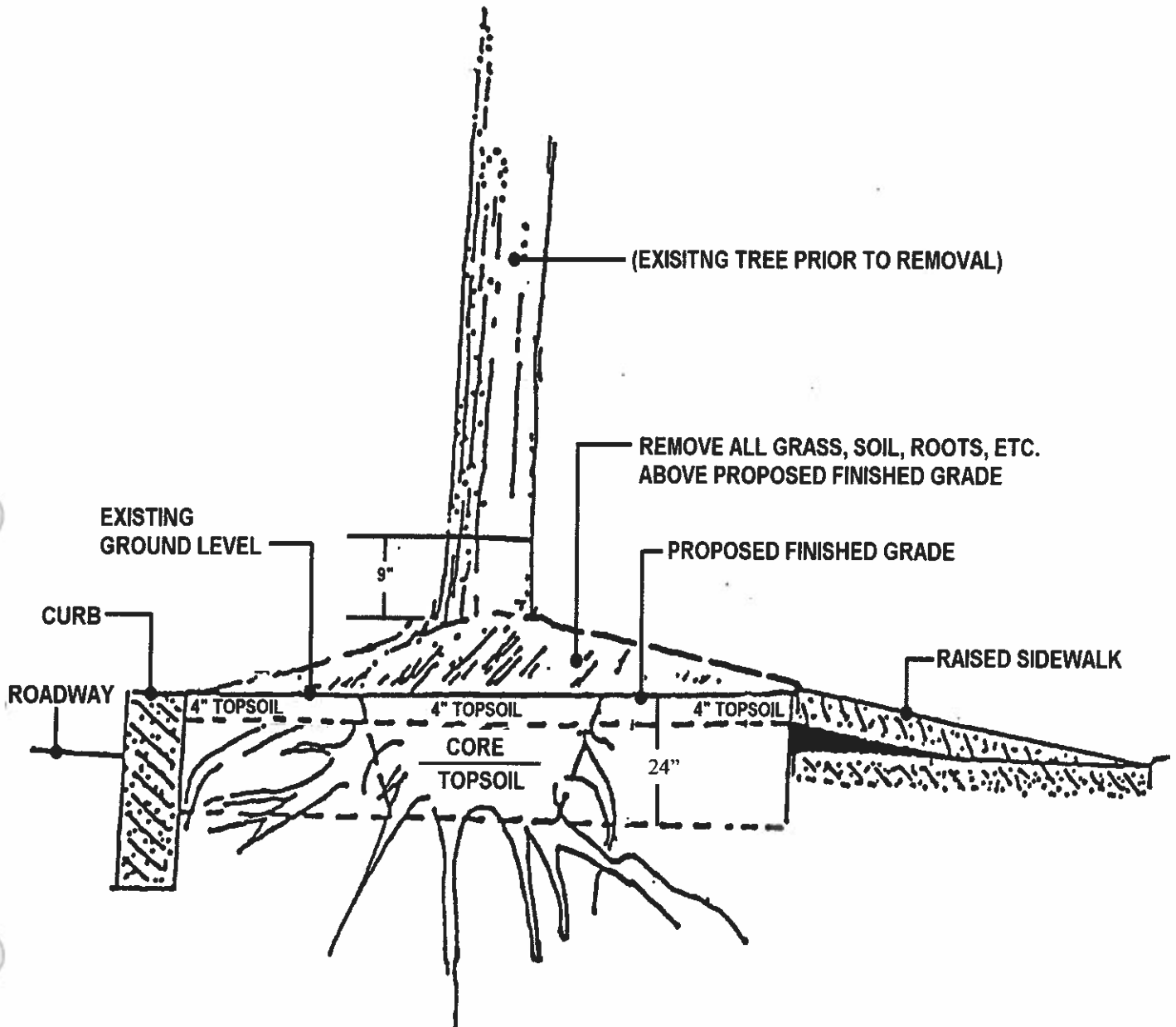
## A) LEVEL SIDEWALK



**(ALL FILL TO BE "APPROVED" TOPSOIL)**

**NOTE: SPECIFICATIONS CALL FOR GRINDING STUMP AND ROOTS TO A FULL DEPTH OF 24" BELOW PROPOSED FINISHED GRADE. PARTIALLY OR FULLY EXPOSED ROOTS BEYOND THE "CORE" LIMITS SHALL BE REMOVED TO A DEPTH OF 4" AND REPLACED WITH TOPSOIL**

## B) RAISED SIDEWALK



(ALL FILL TO BE "APPROVED" TOPSOIL)

NOTE: PROPOSED FINISHED GRADE SHALL BE SLOPED FROM THE RAISED SIDEWALK TO CURB TO PREVENT A DEPRESSION IN THE LAWNSTRIP

**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:

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

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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.

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**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:

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

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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				

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**COMPANY**

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**SIGNATURE**

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**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:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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\_\_\_\_\_

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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.

### **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.

## **TREE TRIMMING:**

All pruning shall follow the ANSI A300 Part 1 Pruning Standard and the International Society of Arborist's Best Management Practices: Tree Pruning. Any tree work performed on a city tree must be done according to CITY'S specification. The criterion for pruning varies based on the type or purpose of pruning.

All final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. The face of the "collar cut" or wound area shall be circular in form. "Flush" cuts to the main stem behind the branch collar that leave oval exposed wound, shall not be made. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another. Clean cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. Large limbs shall be cut using the three-cut pruning method. All limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, publicly or privately owned.

No person working in trees shall use shoes with spikes, or any other footwear which will, in the opinion of the Director of Public Works, injure the tree being pruned. At no time shall any person working in trees for pruning purposes, wear spurs or climbing irons.

### **Crown Raising/Safety Prune:**

A Crown Raising or Safety Prune is performed when conditions within the crown of a tree are such that a certain objective needs to be met or a certain condition needs attention. A Crown Raising or Safety Prune does not involve the detail of work found in a full prune. Crown Raising or Safety Pruning may consist of one or more of the following pruning type.

**Crown Raising:** Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree. Over-street clearance shall be kept to a minimum of fourteen (14) feet above the paved surface of the street and seven (7) feet above the curb, sidewalk, and yard. Exceptions are allowed for young or smaller trees, which would be irreparably damaged by such pruning action.

**Safety Prune:** Safety Prune: Safety prune is employed as a means of eliminating potentially hazardous limbs (dead/dying) from the crown of a tree when an entire pruning of the tree is not warranted. Safety pruning does not involve the fine detail work described herein as "full prune".

**Full Prune:**

A Full Prune is performed when conditions within the crown of a tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes safety pruning. Full Pruning should consist of one or more of the following pruning types:

**Crown Cleaning:** Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches, suckers and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing", disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

**Crown Thinning:** Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-fourth of the live foliage be removed.

**Crown Reduction:** Crown Reduction is used to reduce the height and/or spread of a tree. Removal or reduction of co-dominant leaders. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

**Crown restoration:** Crown Restoration is a corrective pruning used as a means to restore the form of crowns that have been previously damaged by storms or poor pruning practices. This treatment is best performed by tree workers who have a good understanding of the effects of pruning on the development of tree crowns.

# 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

# PREVAILING WAGE

## SECTION 6



**THE WORK FOR THIS  
CONTRACT DOES NOT  
REQUIRE PREVAILING  
WAGES**

# MISCELLANEOUS

## SECTION 7