

THE CITY OF
COLUMBUS

ANDREW J. GINTHER, MAYOR

INVITATION FOR BID (SERVICE):

PROJECT NAME: ASPHALT SEALING AND STRIPING
SERVICES FOR FLEET MANAGEMENT FACILITY AT
4211 GROVES ROAD.

DIRECTOR: JOSEPH A. LOMBARDI

SOLICITATION NUMBER: RFQ005885
Fleet Management Division

IFB Version Date: 3/06/2017

DATE BIDS DUE: 7/5/2017

TIME BIDS DUE: 1:00 PM Local Time

BIDDER INFORMATION

BUSINESS NAME: B+B Sealing DBA Dufaseal

IFB Template Revision Date: 3/06/17 dgb



INFORMATION FOR OFFERORS (RFP)

-3-

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (RFP)", shall take precedence over any provisions in "Information for Offerors (RFP)" to the extent inconsistent.

PERSONAL EXAMINATION

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

SUBMISSION OF RESPONSE

Refer to the "Proposal Information" section of the Specifications for instructions for submission.

All proposals and other material submitted in response to this Request for Proposal (RFP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

ACCEPTANCE AND REJECTION

This response submitted by the offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF RESPONSE PROPOSALS

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

SIGNATURE REQUIRED

The responses must be signed in ink. If the offeror is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

DEFAULT PROVISION

In case of default by the offeror or the contractor, the City of Columbus may procure the articles or services from other sources and hold the offeror or contractor responsible for any excess costs occasioned or incurred thereby.

CONTRACT AND BOND

The offeror to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where offerors are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of contract award, the offeror will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The offeror shall be liable for any damages or loss to the City occasioned by negligence of the offeror (or his agent) or any person the offeror has designated in the completion of his contract as a result of his response. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

The City, being a municipality, is tax exempt and will provide appropriate artifact upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

PRICING

Offerors are to quote firm or fixed prices for the duration of any contract, which may be a result of the proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the cost, the **UNIT PRICE** quoted will govern.

DELIVERY

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

(INFORMATION FOR OFFERORS continued next page)

INFORMATION FOR OFFERORS (RFP) (Continued)

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

QUALITY

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this RFP document.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled RFP due date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this RFP. Total RFP inquiry or specific item cancellations may be issued later than that time specified above.

REPUDIATION OF AGREEMENT

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

CONTRACT MODIFICATION

An agreement which may result from this request shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

PUBLIC RECORDS REQUESTS The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this RFP are considered public records and WILL be released when a public records

request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

COSTS INCURRED FOR PROPOSAL SUBMISSIONS

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

WITHDRAWAL OF PROPOSALS

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

CITY IS TAX EXEMPT

The City, being a municipality, is tax exempt and will provide appropriate certification upon written request.

SAFETY REQUIREMENTS

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

(INFORMATION FOR OFFERORS continued next page)

INFORMATION FOR OFFERORS (RFP) (Continued)

NON-COLLUSION AFFIDAVIT

Each respondent is required to submit with his proposal an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or regard will be hereafter paid. This affidavit must be on the form required, titled "Non-Collusion Affidavit."

ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

TERMINATION FOR CONVENIENCE

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

TERMINATION FOR DEFAULT

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

APPLICABLE LAW, REMEDIES

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

ASSIGNMENT

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

SAVE HARMLESS

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract.

SAVE HARMLESS DISCLOSURE OF PROPRIETARY INFORMATION

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

PROPRIETARY INFORMATION INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

CONFIDENTIAL INFORMATION

The director of the agency requesting proposals may choose to keep RFP information in confidence during the evaluation process and until the time a contract is executed. This information may include all proposal documentation, notes, including detailed prices, references, resumes, technical and cost information, etc. Thereafter, proposals and all submissions will become public information, as the City is subject to R.C. 149.43, the Public Records Act.

CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that the City is subject to chapter R.C.149.43, the State of Ohio Public Records Law. The City agrees to keep any information confidential except as otherwise required to be disclosed by law including but not limited to the contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, it's employees and agents.

(INFORMATION FOR OFFERORS continued next page)

**INFORMATION FOR OFFERORS (RFP) (Continued)
IN THE EVENT OF A CONTRACT (continued)**

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

WITHHOLDING OF CITY INCOME TAX

Pursuant to Section 361.34 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 361, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income tax assessments due under said chapters for services performed under this Contract."

WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

PUBLIC LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract, such public liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as named insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as named insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability:
Each Person \$1,000,000.00
Each Accident 1,000,000.00

Property Damage Liability:
Each Person \$1,000,000.00
All Accidents 1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military 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, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.

***To obtain a Contract Compliance number register at the City of Columbus Vendor Services website:
<http://vendors.columbus.gov/sites/public>***

1. Login to the City of Columbus Vendor Services Site and register with the City of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
 2. Select **Questionnaires** from the Common menu located on the left navigation bar.
 3. Next select EBO Quest. (this is the contract compliance application)
 4. Question 1 will be displayed; Answer question 1 and select **Forward**.
 5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
 6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.
- City of Columbus Home Page: www.columbus.gov

BID SIGNATURE PAGE

RECEIPT OF ADDENDA ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt and acceptance of all Addenda and further acknowledges that the provisions of each addendum have been included in the preparation of this Bid. Addenda are published at <http://vendorservices.columbus.gov/e-proc/>. If there are not any addenda, please write "none" below.


DATE OF ADDENDUM	ADDENDUM No.	BRIEF DESCRIPTION
		None

BID SIGNATURE

The person signing shall, in their own handwriting, sign their own name and print their title. If the person signing for a corporation is not an officer or member of the corporation or company, then that person must, by affidavit (on following page) show their authority to bind said corporation.

BUSINESS NAME Duraseal

PRINT NAME Dan Dustin

BY*  TITLE Project Manager

*Signature

BID SIGNATURE PAGE (CONTINUED)

STREET ADDRESS 731 Mulberry Street

CITY Columbus STATE OH ZIP CODE 43219

COUNTY Franklin

DATED ON _____ THIS _____ DAY OF 7/5, 20 17.

CONTACT NAME (IF DIFFERENT THAN NAME PROVIDED ABOVE) Dan Dustin

PHONE NO. 740 358 6917

EMAIL dandustin@durascaohio.com

WEBSITE durascaohio.com

CONTRACT COMPLIANCE NO. _____

BID SIGNATURE AFFIDAVIT

(To be filled in and executed if other than a sole proprietor or if the individual signing the Bid is not an officer of the company)

COUNTY OF: Franklin

STATE OF: Ohio

Dan Dustin, being duly sworn deposes and says that he/she is
(NAME OF AFFIANT)*

Estimator / Project Manager of Duraseal,
(TITLE) (COMPANY)

a corporation organized and existing under and by virtue of the laws of the State of
Ohio and having its principle office at

731 Mulberry Street Columbus, Ohio 43219
(NUMBER AND STREET) (CITY/STATE) (ZIP CODE)

Affiant further says that he/she is familiar with the records, minute books and by-laws of
Duraseal; Affiant further says that
(NAME OF COMPANY)

Dan Dustin is Estimator / Project Manager
(NAME OF PERSON SIGNING BID/CONTRACT) (TITLE)

of the corporation, is duly authorized to submit a Bid for Duraseal
Asphalt Sealings and Stripings
(CONTRACT OR PROJECT NAME)

for said corporation by virtue of
N/A

(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS. IF BY RESOLUTION, GIVE
DATE OF ADOPTION.)

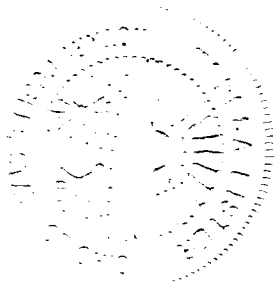
Dana Fuser
(SIGNATURE OF AFFIANT)*

AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE BID.

Sworn to before me and subscribed in my presences this 5th day of July, 2017.

Dana Fuser
(NOTARY PUBLIC)

My Commission Expires: 3/16/2019



BIDDER'S INSTRUCTIONS AND CHECKLIST

DISCLAIMER – these instructions and checklist are not intended to relieve the Bidder of the responsibility to provide required information. Rather, they are offered to serve as an aid in assisting in the preparation of the Bid. Notice is hereby given that the failure to submit all required information included throughout the Invitation For Bid may result in the rejection of your Bid on the basis that the Bid is non-responsive.

All Invitation for Bid pages should be returned with your Bid submission. For purposes of these instructions, this entire document, and references to other documents incorporated by reference as if attached, comprises the **Invitation For Bid (IFB)**.

Sections I and II should be returned with your Bid Submission. Section II includes **Bid Forms**, which are indicated with the letter "B". These forms should be filled out in their entirety. (Please note that the **Receipt of Addenda Acknowledgement, Bid Signature Page, and Bid Signature Affidavit** found at the beginning of this document are also considered Bid Forms.)

Section III should be returned with your Bid Submission. Section III includes the Scope of Services.

Contract Forms, located in Section IV, need not be filled out for the purposes of the Bid submission, but should be submitted with your Bid. These forms, indicated with the letter "C," will become part of the contract instrument should your Bid be selected.

You may be required to submit **Supplemental Documents** with your Bid submission. These documents are listed in Section V and should be submitted with your Bid.

Miscellaneous Information and Forms, located in Section V, may also be included with this Bid packet. Contact the contracting agency for information as required.

TO BE RETURNED WITH YOUR BID

(✓ = BE SURE TO FILL OUT FORM OR PROVIDE REQUESTED INFORMATION)

<input type="checkbox"/>	BID SIGNATURE PAGE ✓
<input type="checkbox"/>	BID SIGNATURE AFFIDAVIT, COMPLETE ONLY IF APPLICABLE; LEAVE BLANK IF NOT APPLICABLE ✓
<input type="checkbox"/>	SECTION I - ADVERTISEMENT FOR BIDS <ul style="list-style-type: none"> • ENVIRONMENTAL PREFERENCE – SECTION F ✓
<input type="checkbox"/>	SECTION II - BID FORMS: <ul style="list-style-type: none"> • FORM B1 – LIST OF NAMES AND ADDRESSES ✓ • FORM B2 – LUMP SUM PRICE FORM, HOURLY RATE BID PRICE FORM, OR UNIT BID PRICE FORM ✓ • FORM B3 – SUBCONTRACTORS ✓ • FORM B4 – EXPERIENCE, COMPETENCY, AND RESOURCES ✓ • FORM B5 – DEADLINES AND COST CONTROL ✓ • FORM B6 – AVAILABILITY ✓ • FORM B7 – BID AFFIDAVIT ✓
<input type="checkbox"/>	SECTION III – SCOPE OF SERVICES
<input type="checkbox"/>	SECTION IV – CONTRACT FORMS <ul style="list-style-type: none"> • FORM C1 – CONTRACT • FORM C2 – CONTRACT PERFORMANCE AND PAYMENT BOND, INCLUDING - NOT APPLICABLE** <ul style="list-style-type: none"> ○ SURETY POWER OF ATTORNEY, ○ MOST RECENT SURETY FINANCIAL STATEMENT, AND ○ CURRENT OHIO DEPARTMENT OF INSURANCE CERTIFICATE OF COMPLIANCE • FORM C3 – CONTRACT SIGNATURE AFFIDAVIT • CONTRACTOR MUST ALSO PROVIDE • STATEMENT ABOUT PREVAILING WAGES ON CITY FUNDED PROJECTS <ul style="list-style-type: none"> ○ PREVAILING WAGE DETERMINATION COVER LETTER ○ PREVAILING WAGE RATES ○ CURRENT WORKERS' COMPENSATION CERTIFICATE ○ CURRENT INSURANCE CERTIFICATE WITH THE CITY NAMED AS AN ADDITIONAL INSURED • EQUAL OPPORTUNITY CLAUSE
<input type="checkbox"/>	SECTION V – INFORMATION/OTHER FORMS

****Since the bid does not call for any “project specific” work, a Proposal Bond will NOT need to be submitted. However, if the City of Columbus may decide to have the contractor bond work after the contract has been awarded, the awarded contractor must have the ability to provide a 100% contract bond on all project work. The contractor shall provide liability insurance for all work under this contract.**

I. ADVERTISEMENT FOR BIDS

A. INTRODUCTION

The City of Columbus is accepting Bids for asphalt sealing and striping services for the Fleet Management facility at 4211 Groves Road, Columbus, Ohio 43232, in accordance with the scope of services set forth in this Invitation For Bid (IFB).

This IFB contains the following sections:

- Section 1: Advertisement for Bids - This section provides a brief overview of the project and Bidding process. Return this section with your Bid.
- Section 2: Bid Forms - This section contains Bid forms B1 through B7. Return all forms with your Bid, even if you have no information to report. Please contact the contracting agency with questions.
- Section 3: Scope of Services – This section describes the work to be performed and requirements for performing the work. Return this section with your Bid.
- Section 4: Contract – The contract section contains forms and instruments that will be used in the event of contract award. Return this section with your Bid.
- Section 5: Information/Other Forms – If documents are included, return this section with your Bid.

In order for a Bid to be considered responsive, the Bidder must submit **all** required information for the project as outlined in the IFB.

All materials submitted in response to this advertisement will become part of the awarded contract; will become the property of the city; will not be returned; and will be considered public records subject to disclosure as contemplated by Ohio Revised Code Section 149.43. All materials received will be open to the public once the sealed Bids are publicly opened and/or read.

WHERE & WHEN TO SUBMIT BID

Bids will be received through the City of Columbus Vendor Services website until **July 5th, 2017 at 1:00pm local time.** The Bids will be publicly opened and read at 4211 Groves Road, Columbus, Ohio 43232 at that date and time for asphalt sealing and striping services for the Fleet Management facility at 4211 Groves Road.

PRE-BID CONFERENCE

The contracting agency will be holding a pre-Bid conference. Attendance is **MANDATORY**. It will be held at Fleet Management Division at 4211 Groves Road, Columbus, Ohio 43232 on **June 26th, 2017, at 10:00am** in the main conference room. **(BRING COPY OF THIS ENTIRE BID DOCUMENT TO PRE-BID CONFERENCE)**

PREVAILING WAGE

Bidders are required to submit bids using current prevailing wage rates on Public Improvements in Franklin County and the City of Columbus, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division. See Section IV for the Prevailing Wage Determination Cover Letter and Prevailing Wage Rates. For further information,

Amy Fry
Prevailing Wage Coordinator
Department of Public Service
Division of Design and Construction
1800 East 17th Avenue
Columbus, Ohio 43219
(614) 645-0437
Fax (614) 645-3298
alfry@columbus.gov

NOTICE TO PROCEED/CONTRACT COMPLETION

The City anticipates issuing a notice to proceed on or about **August 2017**.

BID CANCELLATIONS AND REJECTIONS

The Director of Finance and Management may cancel the IFB, reject any or all Bids in whole or in part when it is in the best interest of the city, waive technicalities, hold Bids for a period of 180 days after the Bid opening, and/or advertise for new Bids, without liability to the city.

EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

The Bidder is expected to conduct a reasonable Project site investigation of the proposed Work and examine carefully the IFB, and all other documents furnished or referenced by the City in the Bid Documents, before submitting a Bid. The Contractor's reasonable site investigation shall also include (1) review of these documents (but this is not substitute for Bidder's own investigation, interpretation, or judgment), and (2) investigation of the Project site, borrow sites, site access, hauling routes and all other locations related to the performance of the Work. The City reserves the right to direct that the Contractor perform a mandatory site inspection. The Bidder shall, and as and to the extent necessary, also make additional investigations of the Project site and existing and subsurface conditions as it deems necessary prior to submitting the Bid. The Bidder must obtain approval of the City prior to conducting any boring or subsurface exploration testing that may disturb existing field conditions.

Submitting the Bid is an affirmative statement that the Bidder has made a reasonable investigation of the proposed Work, the Project site, and the IFB and is satisfied as to the

character, quality, quantities and conditions to be encountered in performing all Work and as to the requirements of the IFB.

The Bidder's investigation and examination shall be at the Bidder's expense and at no cost to the City. Any physical variance at the Project site from that indicated by the IFB, discovered by the Bidder during any investigation or examination conducted by the Bidder shall be called to the attention of the City in writing prior to submitting a Bid. No claims of ignorance of any requirements of the IFB or of any available data shall be accepted as a basis for any Claim for any extra compensation, extra work, or extension of time.

DUTY TO NOTIFY OF ERRORS IN BID DOCUMENTS

The Bidder shall promptly notify the City of errors and omissions in the IFB which the Bidder discovers in the exercise of ordinary and reasonable care. The Bidder's notification shall be made by submitting a question in writing and in accordance with the IFB prior to submitting a Bid. The Bidder's duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored. Failure to provide the required notification prior to the opening of Bids shall constitute a waiver by the Contractor and shall not obligate the City for any costs based upon any apparent or patent ambiguity arising from insufficient data or obvious errors in the Bid Documents. Knowingly withholding information regarding an error or omission in the Bid Documents, or intentionally misrepresenting an item of Work for financial or competitive gain, may result in civil or criminal penalties.

CORRECTION OR WITHDRAW OF BIDS

Prior to the opening of Bids, a Bidder may withdraw its Bid. If a paper Bid has been submitted, the Bidder must make a written request that is received by the Director prior to the time of Bid opening. The Bid will be returned to the Bidder unopened.

WITHDRAWAL OF BID AFTER BID OPENING (MISTAKE IN BID)

The Director may permit a Bidder to withdraw the Bid from consideration provided that the Bidder identifies the mistake and provides a written request to the Director within two (2) business days of the Bid opening date and time. The written request must also include a sworn notarized statement specifying the grounds for withdrawal together with the original Bid work sheets.

The following conditions must be met for Bid withdrawal after Bid opening date and time:

1. The Bid was substantially lower than the other Bids;
2. The Bid was made in good faith;
3. The mistake was a non-judgmental, clerical, or mathematical error or an unintentional omission of a substantial quantity of work, labor, or material; and
4. The amount of the error must have a significant monetary effect on contract performance.

The City may require a meeting with the Bidder before a determination is reached. The City will notify the Bidder in writing of its determination. If the Director determines that the conditions

for withdrawal have not been met, the Director may award the Contract to such Bidder. If such Bidder does not enter into the Contract, the Director may, as applicable, declare the Bidder in breach of Contract. In addition, the Director may award the Contract to the next lowest, responsive, responsible, and best Bidder with the lowest bidder responsible for the financial difference between their bid and the next lowest, responsive, responsible, and best Bidder or reject the remaining Bids and re-advertise the Project. If the Bidder is permitted to withdraw its Bid, it will not be permitted to participate in the Project for which the Bid is withdrawn.

QUESTIONS

Questions regarding the IFB should be submitted through the City of Columbus Vendor Services website between June 26th at 12:00pm and June 28th at 12:00pm.

The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in addenda. Any interpretations of questions so raised, which - in the opinion of the city or its representative require interpretations, will be issued by addenda and posted on:

<http://vendors.columbus.gov/sites/public>

B. TERMS AND CONDITIONS

The Terms and Conditions are included in "Section IV. Contract".

The City of Columbus Construction and Material Specifications, latest edition, is only applicable as specifically identified in the IFB.

C. BID REQUIREMENTS – RESPONSIBILITY PROVISIONS

Pursuant to Columbus City Code Sections 329.18(b) , each Bid submitted shall be evaluated for the following project-specific responsibility factors:

- (a) consideration shall be given to Bidder's record of unsatisfactory judgments, as defined in Section 329.01, with any applicable federal, state or local laws or regulations (see Form B7);
- (b) affirmative action programs which the city is required by law to enforce in connection with funds to be spent under the procurement contract;
- (c) whether the Bidder is a local Bidder (see Form B7);
- (d) the Bidder's compliance with any minority business enterprise, female business enterprise or equal business opportunity programs or good faith efforts to comply with such programs adopted by the city;

D. MISCELLANEOUS PROVISIONS

ENVIRONMENTAL PREFERENCE PROVISIONS

Columbus City Code Section 329.17 allows for the city to give preference to an environmentally preferable Bidder. An environmentally preferable Bidder, as defined in Columbus City Code Section 329.01(n), is "A Bidder or offeror whose Bid or offer consists of materials, supplies,

equipment, construction and/or services which have a lesser or reduced effect on human health and the environment when compared to competing materials, supplies, equipment, construction and services that serve the same purpose. This comparison may consider any aspect of the procurement cycle, including but not limited to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the material, supply, equipment, construction, or service. To be considered an environmentally preferable Bidder or offeror, the Bidder or offeror must clearly specify in their Bid how their materials, supplies, equipment, construction or services qualify their Bid or offer as 'environmentally preferable'."

In evaluating Bids for services, preference will be given to an environmentally preferable Bidder who offers a service equal to or superior to that of a non-environmentally preferable Bidder where the environmentally preferable Bid does not exceed by more than five (5) percent (up to a maximum of twenty thousand dollars (\$20,000) the lowest, responsive, responsible, and best Bid from any non-environmentally preferable Bid. The environmentally preferable Bidder will be required to demonstrate to the city agency procuring the service how their Bid is equal to or superior to that of a non-environmentally preferable Bidder and how the Bid meets the agency's specifications as required above.

Examples of practices that would meet the definition of "environmentally preferable" shall include, but are not limited to:

- a. Site Waste Management Plan: Has the Bidder adopted a site Waste Management Plan for its company in conformance with LEED New Construction – Material and Resource Credit 2.1 (Construction Waste Management) that will result in at least 50% (by weight) of the debris generated on site being reused or recycled?
- b. Fleet Policy: Has the Bidder adopted a fleet policy for reducing vehicle emissions from its fleet of on and off-road vehicles? The policy should include, at a minimum, an anti-idling directive for its construction sites, use of ultra-low sulfur diesel and/or alternative fuels (such as biodiesel), and a schedule for replacing or retrofitting current vehicles with emission reduction technologies.
- c. Project-Specific Environmental Bid: Has the Bidder proposed the use of materials, supplies, equipment, or practices having a lesser or reduced effect on human health and the environment? PLEASE NOTE: Any proposed substitutions for materials or supplies must comply with City's standard specifications and the "or equal" requirements of the Bid.

Does the Bidder meet the definition of Environmentally Preferable Bidder? YES <input checked="" type="checkbox"/> No <input type="checkbox"/>
--

If yes, please attach a copy of Bidder's site waste management plan or fleet policy, as well as documentation on the adoption and implementation of said policy by the Bidder. If making a project specific environmental proposal, the Bidder must submit documentation citing its environmental

benefits. All documentation must be received at time of Bid submission for receipt of environmental preference.

Documentation attached:

EXECUTION OF CONTRACT

The successful Bidder shall sign and return the Contract, together with the other required Contract Documents, within ten business days after receiving the Notice of Award and the Contract Documents for signature. No Bid shall be considered binding upon the City until the Contract is approved by all required City Agencies. If the Contract is not executed by the City within thirty days following the effective date of the authorizing legislation approved by City Council, the successful Bidder will have the right to withdraw its Bid without prejudice.

Failure to execute the contract shall be cause for the cancellation of the award. If such Bidder does not enter into the Contract and/or furnish the required contract documents within ten business days after receiving the Notice of Award and the Contract Documents for signature, the Director may, as applicable, declare the Bidder in breach of Contract. Award may then be made to the next lowest, responsive, responsible, and best Bidder, the Project may be re-advertised, or any other action may be taken as the Director may decide.

CONTRACT SIGNATURE AFFIDAVIT

Form C3, "Contract Signature Affidavit" shall be used if the individual signing the contract is **NOT** an Officer or Member of the Company. As with Form C1, this should only be completed when necessary by the successful Bid Bidder.

CONTRACT COMPLIANCE REQUIREMENTS

The City of Columbus encourages the participation of city certified minority and female business enterprises. While participation of and/or partnering with city certified minority and female owned businesses is not a condition of Bid award, it is strongly encouraged.

Bidders will be given seven (7) business days after the Bid submittal date to update expired contract compliance information for renewal of numbers or to initially apply for a number. If said information has not been updated within 7 business days from the Bid submittal date, the Bid may be deemed non-responsive and may no longer be considered. All contractors and subcontractors who are party to a contract as defined in Columbus City Codes must hold valid contract compliance certification numbers before the contract is executed. The City is not responsible for notifying Bidders of expired contract compliance numbers after Bid submission.

This information is gathered and monitored by the Office of Diversity and Inclusion (ODI). Please contact ODI for assistance with identifying potential Minority contractors. Information on contract compliance certification is available at <https://www.columbus.gov/odi/supplier-diversity/>

Office of Diversity and Inclusion
1393 East Broad Street, 2nd Floor
Columbus, Ohio 43205

(614) 645 –4764

MBE/FBE Certification and Contract Compliance

END OF SECTION

II. BID FORMS FORM B1

A. Bid

TO THE CITY OF COLUMBUS, OHIO FOR the asphalt sealing, striping and repair services for the Fleet Management facility at 4211 Groves Road, Columbus, Ohio 43232, and doing such other work incidental thereto, all in accordance with the Invitation For Bid provided hereto.

EVERY BIDDER MUST TAKE NOTICE OF THE FACT THAT EVEN THOUGH ITS BID MAY BE ACCEPTED AND THE DOCUMENTS SIGNED BY THE BIDDER TO WHOM AN AWARD IS MADE AND BY THE DIRECTOR OF FINANCE AND MANAGEMENT ON BEHALF OF THE CITY, THAT NO SUCH AWARD OR SIGNING BY THE DIRECTOR OF FINANCE AND MANAGEMENT ON BEHALF OF THE CITY, SHALL BE CONSIDERED AS A BINDING CONTRACT WITHOUT APPROVAL OF LEGISLATION BY CITY COUNCIL AUTHORIZING SUCH CONTRACT AND/OR EXPENDITURES, THE PROPER CERTIFICATE BY THE CITY AUDITOR THAT FUNDS ARE AVAILABLE TO COVER THE COST OF THE WORK TO BE DONE, NOR WITHOUT THE APPROVAL OF THE CITY ATTORNEY AS TO THE FORM AND LEGALITY OF THE CONTRACT AND ALL THE PERTINENT DOCUMENTS RELATING THERETO HAVING BEEN APPROVED BY SAID CITY ATTORNEY. THE AUDITOR'S CERTIFICATE ASSOCIATED WITH THIS CONTRACT REPRESENTS THE MAXIMUM FINANCIAL OBLIGATION OF THE CITY UNDER THE CONTRACT UNLESS AND UNTIL ALL OF THE FOLLOWING OCCUR: THE CONTRACT IS MODIFIED IN WRITING AND ADDITIONAL FUNDS HAVE BEEN APPROPRIATED BY CITY COUNCIL, THE AVAILABILITY OF SUCH FUNDS HAVE BEEN CERTIFIED BY THE CITY AUDITOR, AND THE FORM THEREOF HAS BEEN APPROVED BY THE CITY ATTORNEY. SUCH BIDDER IS HEREBY CHARGED WITH THIS NOTICE.

The signer of the Bid, as Bidder, also declares that the only person, persons, company or parties interested in this Bid are named in this Bid, that the Bidder has carefully examined the Invitation For Bid, Addenda, Contract, Scope of Services, Contract Guarantee Requirements (if applicable), and all other provided documentation and that the Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and it proposes and agrees that if this Bid is accepted the Bidder will contract with the City of Columbus, Ohio, in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, tools, and apparatus to do all the work required to complete the Contract within the time mentioned in the Invitation For Bid and according to the requirements of the City as herein and hereafter set forth.

FORM B1 (CONTINUED)
CITY OF COLUMBUS, OHIO

If the foregoing Bid shall be accepted by the City of Columbus, Ohio, and the undersigned shall fail to execute a satisfactory contract as stated in the IFB hereto attached then the City may, at its own option, determine that the undersigned has abandoned the Contract, and thereupon this Bid shall be null and void, and the Bid guaranty accompanying this Bid shall be forfeited to and become the property of the City and shall be paid to the City as stipulated for liquidated damages, otherwise the Bid guaranty accompanying this Bid shall be returned to the undersigned as specified herein.

The full names and residential addresses of all persons and parties interested in the foregoing Bid are as follows: (If corporation, give the name and full addresses of the President and Secretary; if firm or partnership, list not only the names and addresses of the partners, but also the name and address of any person with whom Bidder has any type of agreement whereby such person's improvement, enrichment, employment or possible benefit whether subcontractor, material supplier, agent, or employee is contingent upon the award of the contract to the Bidder).

NAME (PRINT)	ADDRESS
Brandon (Richard) Reed	11895 Monkey Hollow Rd, Sunbury, OH 43074

FORM B2

B. HOURLY RATE BID PRICE FORMS – DETAIL

The Bidder shall provide the necessary labor, materials, machinery, tools, and apparatus, to do all the work required to complete the contract and according to the requirements of the city as herein and hereafter set forth.

The form(s) on the following page(s) are for hourly rate price work. This information will be used for the purpose of comparison of Bids and determining an initial Contract Sum, which shall be based on the hourly rate prices. The Contract Sum shall not be exceeded, and the City shall have no liability for any costs beyond the Contract Sum, unless and until all of the following occur: the contract is modified in writing, additional funds have been appropriated by City Council, the availability of such funds has been certified by the City Auditor, and the form thereof has been approved by the City Attorney.

NOTE: BIDDERS MUST ENTER A NUMERICAL VALUE FOR ALL REQUIRED FIELDS, INCLUDING ALL ALTERNATES WHERE APPLICABLE. FAILURE TO ENTER A NUMERICAL VALUE FOR EACH FIELD SHALL RENDER THE BID NON-RESPONSIVE.

BLANK

FORM B2 (CONTINUED)
CITY OF COLUMBUS, OHIO

Exhibit A
Compensation

Labor, materials and equipment to seal coat

Price per Square Yard \$ 1.30
Total Square Yardage 42,950 Sq.yds.
Subtotal \$ 56,200

Labor, materials and equipment to clean heavily stained/oil spot areas

Price per Square Yard \$ 10.00
Total Square Yardage 200 Sq. yds.
Subtotal \$ 2,000.00

Labor, materials and equipment to restripe and stencil pavement

Subtotal \$ 4,000.00

Total Project Price \$ 62,200.00

PROPOSED COSTS

Item 1. Field Rates, and Supervision:
Hourly costs of labor, regular hours and overtime including; weekends and holidays for services as specified.

Item 2. Equipment Rentals:
Contractor to propose a percent markup for rental equipment. The contractor is required to supply all equipment necessary to fulfill the work requested; however, the City recognizes unusual circumstances may arise where use of specialized equipment may be warranted. In such case, the City must be notified prior to and give permission for the use of cost plus Equipment Rental.

Equipment furnished by the contractor for work performed under this Specification, shall be good working condition, and shall comply with all applicable safety standards.

All equipment and tools furnished by the contractor for use by the contractor's personnel for the performance of work under these specifications shall remain the property of the contractor.

Item 3. Materials:
Contractor to propose a percent markup for material, as approved by the City, which may be required for the requested service.

City of Columbus Construction and Material Specifications Manual, Latest Edition, will be used as a guideline for percentage mark-up.

Section 109.05 (b) **Materials.** For materials accepted by the Engineer (contractor) and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent may be added.

Section 109.05 (c) **Equipment.** For any machinery or special equipment other than small tools, which may be deemed necessary or desirable to use, the Contractor shall be allowed to a rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the work. No profit or overhead shall be added to any charges in connection with the use of owned equipment *including equipment which is owned by an individual, firm, or corporation under the same or different name with one or more of the same persons as officers of such corporations, or corporations which are holding companies, parent companies or subsidiaries.* For equipment that is rented from an independent individual, firm, or corporation, 15 percent of the agreed upon rental price may be added for overhead and profit. Proper invoices will be required for rental equipment. *Rental time will not be allowed while equipment is inoperative due to breakdowns.*

Payment for material shall be on a basis of cost of item plus a percent applied by the contractor to the supplier's invoice cost. Payment shall be substantiated by suppliers invoice including freight. At the City's request, the contractor shall obtain a minimum of two bids for material and select the lowest bid.

FORM B3

C. SUBCONTRACTORS

Bidders seeking to subcontract some portion of the proposed Bid shall provide the subcontractor information requested in the table below. If the Bid includes alternates, the Bidder shall list all subcontractors who would perform the alternate work if the alternate work were to be awarded.

Add an additional sheet if necessary.

Please check if there are NO subcontractors on this project.

A SUBCONTRACTOR COMPANY NAME, ADDRESS, AND PHONE	B TYPE OF WORK BEING SUBCONTRACTED, DISCIPLINE TYPE	E SUBCONTRACTOR'S CONTRACT COMPLIANCE NUMBER	F PROPOSED DOLLAR (\$) VALUE OF WORK BEING SUBCONTRACTED

FORM B4

D. EXPERIENCE, COMPETENCY, AND RESOURCES

The purpose of this form is to demonstrate the bidder's experience and competency in the construction industry by documenting a safety program, human resources, machinery, equipment, plant, and other relevant resources available for city projects.

SAFETY PROGRAM

Identify safety personnel, including company name, name of individual, telephone number, and description of program. Attach additional sheets if needed.

COMPANY NAME	NAME OF SAFETY PROFESSIONAL	PHONE NUMBER	BRIEFLY DESCRIBE TYPE OF PROGRAM
Ducasal	Brandon Hamrah	614 844 8319	OSHA Compliant Weekly Safety Meetings ongoing continued training

EQUIPMENT

Identify equipment available for this project. If leased or rented for less than one year, please indicate so. Attach additional sheets if needed.

EQUIPMENT DESCRIPTION	QUANTITY	OWNED	LEASED/ RENTED
Sealcoat Truck / Spray Unit	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Line Striper	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

FORM B4 (CONTINUED)
CITY OF COLUMBUS, OHIO

PROPOSED PROJECT MANAGEMENT TEAM

Identify the project management team by position, name, years of applicable work experience, and description of applicable work for this project. This information should be specific to the project that is being proposed. Attach additional sheets if needed.

MANAGEMENT POSITION/TITLE	NAME	YEARS OF EXP.	DESCRIPTION OF RELEVANT EXPERIENCE
Estimator Project manager	Dan Dustin	5	Completed this project in 2014

FORM B5

E. DEADLINES AND COST CONTROL

The purpose of this form is to assess the bidder's record of complying with and meeting deadlines and successfully controlling costs awarded on similar construction projects. This consideration includes a review of the bidder's recent experience and record in the construction industry, including original contract price for each construction job undertaken by the bidder, amount of change orders, cost overruns, etc.

List three (3) recent, completed projects (from the most current completion date to the least) that are similar to project on which you are bidding. You may include projects where the bidder was a subcontractor.

No applicable projects for bidder

FIRST PROJECT NAME:

CONTRACTING COMPANY AND PROJECT OWNER INFORMATION

Contracting Company Name¹	Project Owner³
<i>Greystone Manor</i>	<i>Cendo</i>
<i>Putzsch</i>	Owner Contact Name⁴
City/State	<i>N/A</i>
<i>Columbus, OH</i>	Owner Contact Phone No
Project Manager Name²	<i>614 579 3797</i>
<i>Arnold Borzak</i>	

PROJECT INFORMATION

Original Completion Date	Final Completion Date
<i>June 16th 2017</i>	<i>June 16th 2017</i>
Original Contract Amount	Final Contract Amount⁵
<i>\$13,750.00</i>	<i>\$13,750.00</i>
Total Amount of Change Orders	Change Orders - # of:
<i>0</i>	<i>0</i>

DETAILED CHANGE ORDER INFORMATION

CHANGE ORDER AMOUNT	DESCRIPTION	REASON
<i>N/A</i>		

PUNCH LIST INFORMATION

QUESTIONS	PLEASE EXPLAIN
Was there a punch list issued and completed after the completion date?	<i>no</i>
Is there any item on the punch list still in dispute? If yes, elaborate.	<i>no</i>

**FORM B5 (CONTINUED)
CITY OF COLUMBUS, OHIO**

SECOND PROJECT NAME: _____

CONTRACTING COMPANY AND PROJECT OWNER INFORMATION

Contracting Company Name ¹	Gohanna Grove	Project Owner ³	Condo
City/State	Gohanna, OH	Owner Contact Name ⁴	N/A
Project Manager Name ²	Sara Stoner	Owner Contact Phone No	614 644 0214

PROJECT INFORMATION

Original Completion Date	7/7/16	Final Completion Date	7/7/16
Original Contract Amount	\$ 17,300	Final Contract Amount ⁵	\$ 17,300
Total Amount of Change Orders	0	Change Orders - # of:	0

DETAILED CHANGE ORDER INFORMATION

CHANGE ORDER AMOUNT	DESCRIPTION	REASON
N/A		

PUNCH LIST INFORMATION

QUESTIONS	PLEASE EXPLAIN
Was there a punch list issued and completed after the completion date?	no
Is there any item on the punch list still in dispute? If yes, elaborate.	no

**FORM B5 (CONTINUED)
CITY OF COLUMBUS, OHIO**

THIRD PROJECT NAME: _____

CONTRACTING COMPANY OR PROJECT OWNER INFORMATION

Contracting Company Name ¹	Columbus Fleet	Project Owner ³	Columbus Fleet
City/State	Columbus, OH	Owner Contact Name ⁴	John Fink
Project Manager Name ²	John Fink	Owner Contact Phone No	614 645 8281

PROJECT INFORMATION

Original Completion Date	10/15/14	Final Completion Date	10/15/14
Original Contract Amount	\$ 50,246.00	Final Contract Amount ⁵	\$ 50,246.00
Total Amount of Change Orders	0	Change Orders - # of:	0

DETAILED CHANGE ORDER INFORMATION

CHANGE ORDER AMOUNT	DESCRIPTION	REASON
n/a		

PUNCH LIST INFORMATION

QUESTIONS	PLEASE EXPLAIN
Was there a punch list issued and completed after the completion date?	no
Is there any item on the punch list still in dispute? If yes, elaborate.	no

- 1 Name of general contractor for the listed project. If bidder is subcontractor, give name of general contractor.
- 2 Project manager at (above named) contracting company.
- 3 Entity which contracted for work.
- 4 Contact person at (above named) entity which contracted for work.
- 5 Final amount paid on contract, including all change orders.

FORM B6

F. AVAILABILITY

The purpose of this form is to collect information on substantial uncompleted work, the existence of which might, in the judgment of the city, hinder or prevent the prompt completion of the work that is the subject of the request for quotes.

List the top three (3) current public or private projects, by dollar amount, current in progress for bidder.

1. TOP PROJECT, BY DOLLAR AMOUNT

Contracting Company Name ¹	elementary schools	Project Manager Name ²	Bob Lester
Project Name/Title	elementary school	Project Owner ³	elementary schools
Location/City	Lewis Center	Owner Contact Person ⁴	Jeff Gordon
Original Contract Amount	762,927. ⁰⁰	Owner Contact Phone No.	740-657-4025
Original Projected Completion Date	7/30/2017	Current Completion Date	

2. SECOND HIGHEST PROJECT, BY DOLLAR AMOUNT

Contracting Company Name ¹	Rulte Homes	Project Manager Name ²	Bob Lester
Project Name/Title	Rulte drives	Project Owner ³	Rulte Homes
Location/City	Psychology	Owner Contact Person ⁴	
Original Contract Amount	300,000. ⁰⁰	Owner Contact Phone No.	614-376-7000
Original Projected Completion Date	7/30/2017	Current Completion Date	

3. THIRD HIGHEST PROJECT, BY DOLLAR AMOUNT

Contracting Company Name ¹	Lifestyles	Project Manager Name ²	Brandon Reed
Project Name/Title	Preserve Country	Project Owner ³	Lifestyles
Location/City	Columbus	Owner Contact Person ⁴	Fyle Mottet
Original Contract Amount	125,925. ⁰⁰	Owner Contact Phone No.	614-918-2022
Original Projected Completion Date	7/15/2017	Current Completion Date	

- See footnotes at bottom of Form B8.

FORM B7

G. BID AFFIDAVIT

STATE OF Ohio

COUNTY OF Franklin

Daniel Justin, being first duly sworn, deposes and says that he is the
(name of person signing affidavit, (he/she)
hereinafter the Affiant)

Sales Estimator of
(Sole Owner/Partner/President/Secretary/Responsible Party, etc.)

B & B Sealing LLC DBA: Dura Seal,
(Name of Company or Firm)

the party making the foregoing Bid; and that to the best of his/her knowledge and belief:

NON-COLLUSION STATEMENT:

- The prices in the Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor.
- Neither the Bidder nor any of its officers or directors has any financial nor ownership interest in or are affiliated in any way with any other bidder on the same Contract.
- Unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid opening, directly or indirectly, to any other Bidder or to any competitor.
- No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

UNSATISFACTORY JUDGEMENTS:

- The Bidder does does not (choose one) not have any Unsatisfactory Judgments with any applicable federal, state or local laws or regulations. An Unsatisfactory Judgement is a final decision, order, or verdict in a judicial, quasi-judicial or administrative proceeding, after all available appeals have either been exhausted or waived, in which a determination of civil liability, criminal conviction, or administrative penalty was imposed upon the individual or entity for violating any applicable federal, state, or local laws, rules, or regulations.

**FORM B7 (CONTINUED)
CITY OF COLUMBUS, OHIO**

[Handwritten Signature]

(Affiant Signature)

SWORN TO ME and subscribes in my presence this

5th day of

July, 20 17.

[Handwritten Signature]

(Notary Public)

END OF SECTION



**TERESA FISTER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Licking County
My Comm. Exp 3/16/18**

III. SCOPE OF SERVICES AND SPECIAL PROVISIONS AND/OR TECHNICAL SPECIFICATIONS

PART 1: PURPOSE

Furnish all labor, material, equipment and tools of the trade for asphalt sealing at striping at City of Columbus Fleet Management Facility at 4211 Groves Road, Columbus, Ohio 43232.

PART 2: STANDARDS AND APPLICABLE PUBLICATIONS

Contractors are subject to all applicable federal, state and local laws, ordinances, rules, codes, regulations, and follow manufacturer's recommendation standards pertaining to services or products to be provided under this contract.

PART 3: SCOPE OF SERVICES

Pricing for this project shall be priced per measurement of square yards of seal coating satisfactorily applied in accordance with specifications contained herein.

All work must be performed over weekends between the hours of 6:00pm Friday evenings and 6:00am Monday mornings. All areas of the parking lot must be accessible to traffic beginning Monday mornings at 6:00am. Contractor shall coordinate phasing of project with the Building Maintenance Manager and/or his designee(s).

Bid shall include a unit price per square yard to furnish all labor, materials and equipment necessary to seal coat, the total square yardage being bid and the subtotal; a unit price per square yard to furnish all labor, materials and equipment necessary for additional cleaning and surface preparation for heavily stained/oil spot areas, the total square yardage being bid and the subtotal; a price to furnish all labor, materials and equipment necessary to for the restripe and stenciling. All subtotals shall be totaled for the complete project price.

It is the Bidder's responsibility to perform his/her own measurements prior to submittal of bid. There is approximately 33,333 square yards of asphalt pavement.

MATERIAL REQUIREMENTS

Bituminous Materials: A coal tar asphalt sealer emulsion.

Aggregate: Mineral aggregate components shall be 100% passing the #50 mesh sieve. These components shall be natural or manufactured, consisting of clean, hard, durable, uncoated particles that are clean and free from decomposed materials, organic materials and other deleterious substances.

Water: Water used in the process is to be potable that is free from harmful soluble salts and of such quality that the water will not separate from the emulsion before the seal coat is applied.

SURFACE PREPARATION

Thoroughly clean entire area to be seal coated utilizing power brooms, power blowers, air compressors, water flushing equipment and hand brooms to clean the surface and cracks of the surface. The surface of the area to be seal coated must be free of all vegetation, dirt, oil and other foreign materials. Vegetation shall be torch burnt and remaining residue removed. Problem areas that are difficult to clean shall be treated with quick drying latex based primer with suitable admixtures manufactured specifically for the purpose of isolating the asphalt seal coat from any residual oils, petroleum, grease or gas stained pavement. Remove all debris and standing water.

Cover all manhole covers, water boxes, catch basins and other such utility structures within the area being seal coated with plastic, building felt or other suitable material. Remove covers at the end of each day. Sealer emulsion product shall not be allowed to enter storm water system.

APPLICATION

Material shall be applied by mechanical means using rubber faced squeegee units, brushes and distributor wand. These will be properly adjusted so that the application of the seal coat is uniform without streaks.

The seal coat will be mixed in a tank; capable of continuously mixing the entire contents contained in the unit and will accurately deliver no less than three (3) pounds of aggregate per gallon of coal tar asphalt sealer, with no more than 30% water added for a coverage rate of 0.20 gallons per square yard. Mixture is to be a homogenous mixture, without lumps, balls, unmixed aggregate, segregation, excess water or excess emulsion.

A mechanical type squeegee distributor box equipped with a flexible material to contact the surface to prevent loss of the slurry from the spreader box shall be attached to the mixing machine for the first coat. The spreader box shall be adjustable to ensure a uniform spread and to prevent the loss of slurry on varying grades and crowns for the first coat, a distributor wand and brushes can be used in areas that are not accessible by the mixing machine and spreader box. A distributor wand and brushes shall be used for the second coat.

Care shall be taken to ensure that the seal coat material is kept off all structures and appurtenances (concrete pads or curbs, light standards, wheel stops, bollards, buildings, etc.) on or surrounding the asphalt surface. Any material that is sprayed or splashed onto these structures shall be immediately removed by whatever means necessary, without damaging the structure, at the contractor's expense.

Weather and seasonal limitations apply. Do not apply a seal coat under any of the following conditions: when the surface is wet, in the rain, when the relative humidity exceeds 85%, if rain is forecasted within 24 hours of completed application and/or if the air temperature is expected to fall below 50°F within 24 hours after application. Application will be permitted to begin when pavement temperature is greater than 50°F and is expected to rise above 60°F. Stop applying the slurry if the surface or air temperature drops below 50°F during applications.

Apply seal coating in a uniform manner to provide constant adherent coating. Two coats of seal coating shall be applied over the existing asphalt surface, the first coat via

mechanical means using rubber faced squeegee units, brushes and distributor wand in areas not accessible by squeegee units, the second coat applied via distributor wand and brushes. Seal coating shall be applied at a rate of 0.20 gallons per square yard per application. Allow each coat to dry and cure before applying any subsequent coats. No traffic will be allowed on the newly seal coated surfaces if additional coats are needed on subsequent days. Due to the nature of Fleet's around the clock business, coordination of lot closures will be critical to allow for Fleet's business to continue unaffected.

Methods such as pennants, barricades and flaggers shall be used to protect the seal coated areas from all types of traffic until cured to resist damage. The time required will vary based on the environmental conditions, or approximately 24 hours during warm weather conditions. Repair any damage from traffic to City's representative's satisfaction.

STRIPING

Seal coated areas are to be restriped with latex paint suitable for exterior asphalt parking surfaces. All striping is to be yellow in color except as noted. Stalls shall be stencil numbered per site map plan; numbers shall be centered near the entry point of the stall. ADA accessible stalls shall meet the current Federal ADA requirements; contain the ADA accessibility symbol, blue in color, centered in the stall near the entry point of the stall. Any driving lanes that existed prior to the seal coat application are to be restriped in yellow, with any direction symbols re-stenciled.

SUB-CONTRACTORS

ALL sub-contractors shall be approved by Fleet Management prior to any work being performed. For this contract, the prime contractor, LISCENSED GENERAL CONTRACTOR must have the ability to perform what is required by the intent specification in-house, this contract SHALL NOT be used as a brokered contract. If any part of this is brokered and the prime contractor cannot fulfill the requirements of this bid specification on their own, contract shall be subject to cancellation or rejection.

PART 4: WARRANTY

A one year workmanship and material guarantee will be provided on all work.

PART 5: SERVICE CONTRACT/MAINTENANCE AFTER WARRANTY

COMPLETION DATE

Project is to be completed within six (6) weeks following notice to proceed. The City of Columbus will work with contractor on material delays, permits, or weather delays.

NEGOCIATION OF RENEWAL TERMS

After the initial term of the contract, the City of Columbus Division of Fleet Management’s designee reserves the right to negotiate the renewal of yearly contracts with the current service provider. Ninety days prior to the expiration of each yearly contract a letter will be sent to the current contractor from the City of Columbus to verify their and willingness to negotiate a renewal contract. This negotiation may include but not be limited to increase/decrease of: the scope of work, cost of living raises, materials, equipment and or overhead. This negotiation shall be agreed upon in writing between the City of Columbus Division Of Fleet Management Designee and the holder of the current contract before a recommendation letter is processed to the Administrator of the Fleet Management Division for approval to renew the contract for a period of one year.

PART 6: INVOICING

Contractor shall be required to submit all invoices to the City of Columbus, within 30 days of work completed.

Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City’s receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to:

Monica Collier
Fleet Management Division
90 West Broad Street, Room B16
Columbus, Ohio 43215

To satisfy these needs, this Office must establish a purchase order pursuant to a blanket order agreement and to enable payments. The Purchase Order will represent a maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order.

The Purchase Order shall not be construed as an actual order to manufacture ship or provide any items or services. Rather, this order enables properly authorized City agency personnel to make purchases on an "as needed" basis per the referenced solicitation.

Any number of written purchase orders may be issued at the discretion of the city to increase or decrease available funds during the term of the agreement. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders.

IV. CONTRACT: FORM C1 (This is only completed by vendor after contract is awarded.)

This Contract for _____ services is entered into by and between _____ (herein referred to as "Contractor"), and the City of Columbus, Department of _____ (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for _____; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. _____, passed by Columbus City Council on _____; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from _____ to _____. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under the purchase order associated with this Contract shall not exceed _____ unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice per the Scope of Services as set forth **IN THE INVITATION FOR BID**, which are expressly incorporated herein.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/Bid/estimate. Any and all verbal representations are superseded by this

Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01(B), Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

_____ will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(List names and addresses of City and Contractor contact persons below.)

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio.

19. Insurance/Indemnity

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
All Accidents \$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

22. Attachments

The following documents are hereby incorporated into and made part of the Contract:

1. Signature Affidavit, if applicable
2. Current Workers' Compensation certificate
3. Certificate of Insurance with the city named as an additional insured and the project name included on the certificate by the agent
4. Invitation for Bid
5. Contract Performance and Payment Bond, if applicable

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

CITY OF COLUMBUS

[Name], Director
Department of [xx]

Date

Approved As To Form:

Columbus City Attorney

Date

EBOCO Approval

Date

CONTRACTOR

Signature

Name

Title

Date

FORM C2

N/A

A. CONTRACT PERFORMANCE AND PAYMENT BOND - NA

All bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

as principal and

as sureties, are hereby held and firmly bound into the City of Columbus, Ohio, in the sum of (\$)

Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ Day of _____ 20 _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____ 20 _____ enter into a contract with the City of Columbus, Ohio for the (Insert Project Name) project, which said Contract is made a part of the bond the same as though set forth herein. Now, therefore, if said

shall, will and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, material suppliers and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; and shall keep the work in repair for a period of one year after the date of final acceptance of the work as described hereinabove, and shall indemnify, save and hold harmless the City of Columbus, Ohio from all liens, charges, losses, costs and damages of every kind and nature whatsoever, including damages to property and persons caused by the acts of negligence of said Contractor and/or deficiencies in materials; we agreeing and asserting that this undertaking shall be for the benefit of any material suppliers or laborer having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that, upon receiving written notice from the City of Columbus that the principal has failed to perform the things agreed by it to be done according to the terms of the Contract, or to pay lawful claims of subcontractors, material

FORM C2 (CONTINUED)

suppliers and laborers, then the surety shall assume the performance of these things and make such payments in lieu of the principal; and shall undertake to do so within ten days of receipt of

written notice from the City of Columbus. The said surety hereby stipulates and agrees that it understands the usual case in work of the class included in the Contract to be that, in the event of default or failure to perform or make payment by the principal, the actual net cost of completing the Contract and paying lawful claims is likely to exceed the remaining monies due under the Contract. The surety further stipulates and agrees that its obligation includes the complete performance of all remaining items under the Contract and the payment of all lawful claims for labor performed and materials furnished in the Contract, without regard to the amount of remaining monies due under the Contract.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Scope of Services therefore shall in anywise affect the obligations of said surety on its bond.

***Contractor must indicate whether it is a Corporation, Partnership, Company, or Individual Contractor**

_____ Contractor Name	_____ Corporation, Partnership, Company, or Individual
_____ Signed by (name)	_____ Print Name
_____ Date	_____ Print Title
Surety	
_____ Name	_____ Agency
_____ Signed by (name)	_____ Agency Address
_____ Bond Number	

FORM C3

B. CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the contract is NOT an officer or Member of the Company)

STATE OF: _____

COUNTY OF: _____

, being duly sworn, deposes and says that

_____ of _____,

he/she is _____ (TITLE) _____ (COMPANY NAME)

a Corporation, LLC, or LLP organized and existing under and by virtue of the laws of the State of

_____, and having its principal office at

(CITY, STATE, ZIP CODE)

Affiant further says that he/she is familiar with the records, minutes books and by-laws of

(COMPANY NAME)

Affiant further says that _____ (NAME OF PERSON SIGNING CONTRACT) is _____ (TITLE)

of the Company and is duly authorized to sign the Contract for: _____

(PROJECT NAME)

Contract No. _____, CIP No. _____

BLANK

FORM C3 (CONTINUED)

For said Company by virtue of _____

(STATE WHETHER THE PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS. IF RESOLUTION, GIVE DATE OF ADOPTION.)

SIGNATURE OF AFFIANT *

AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.

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

SWORN TO ME AND SUBSCRIBED IN MY PRESENCE _____ day of
THIS

_____, 201____.

Notary Public

END OF SECTION

STATEMENT ABOUT PREVAILING WAGES ON CITY FUNDED PROJECTS

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Contractor and all subcontractors shall comply with all provisions therein, particularly those of Section 4115.05 which provides that the wages paid to all employees shall not be less at any time during the life of the contract than the current prevailing wage rate relating to the trade or occupation as determined by the Ohio Department of Commerce for the county in which the work is being performed. A schedule of the current prevailing wage rates is attached.

Ohio Revised Code Section 4115.05 provides for an escalator in the prevailing wage rates. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects. The contract amount will not be adjusted by the City to reflect escalations in the prevailing wage rates.

The current wage and fringe rates shall be posted by the Contractor in a prominent and accessible place on the job site. In accordance with Section 4115.05 of the Ohio Revised Code, the Contractor and all subcontractors shall furnish each employee not covered by a collective bargaining agreement or understanding between employees and bona fide organizations of labor with individual written notification showing the employee's classification, hourly pay rate, fringes, and identifying the City of Columbus Prevailing Wage Coordinator. These forms are to be signed by the Contractor or subcontractor and the employee no later than the first pay date under a contract.

Overtime shall be paid at the time and one-half rate for all hours worked beyond forty hours in a work week, these hours include prevailing and non-prevailing wage hours.

Section 4115.07 of the Ohio Revised Code provides that all Contractors and subcontractors shall submit to the City of Columbus Prevailing Wage Coordinator full and accurate payroll records covering all disbursements of wages to their employees. These records shall include the employee's name, current address, social security number, number of hours worked each day and the total for each week, the employee's hourly rate of pay, classification, fringe payments, and deductions from the employee's wages. The certification of each payroll shall be executed by the contractor or subcontractor and shall recite that the payroll is correct and the wage rates shown are not less than those required by the contract. Included with all certified payroll reports, shall be a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council for all apprentices working on this project. The allowable ratio of apprentices to skilled workers shall not be greater than the ratio noted on the wage rates listed

on the website above. Such payroll records shall not be destroyed or removed from the State for a period of one (1) year following the completion of the Contract in connection with which records are made.

Upon Completion of the contract and prior to final payment of the final estimate, the Contractor and all subcontractors shall submit an affidavit stating that the wages paid to all employees for all hours worked are in accordance with the prevailing wage prescribed by the contract document and that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

The affidavit must be executed and sworn to by the Officer or Agent of the contractor or subcontractor who supervises the payment of employees before the City will release the Surety and/or make final payment due under the terms of the Contract.

The Contractor and all subcontractors shall permit the City of Columbus Prevailing Wage Coordinator to interview any employee during working hours while the employee is on the job site.

It is the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are adhered to by all subcontractors. If the Contractor or any subcontractor fails to comply with any of the provisions therein, the City of Columbus may withhold payments of any estimate until the Contractor or subcontractor has complied.

<http://www.com.ohio.gov/dico/>

EQUAL OPPORTUNITY CLAUSE

The contractor will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military 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, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.

The contractor shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this Article, and with the regulations of the Contract Compliance Office. All such materials provided to the Executive Director by the contractor shall be considered confidential.

The Contractor will not obstruct or hinder the Executive Director or his deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39.

The Contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The Contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

The Contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a Contractor not holding a valid certification number as provided for in Article I, Title 39.

Failure or refusal of a Contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this contract.

END OF SECTION

V. INFORMATION/OTHER FORMS

END OF DOCUMENT