



City of Clayton
6996 Taywood Road
Englewood, OH 45322

CONTACT

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BID PACKET

**Specifications, Contract Documents & Schematics
for
Flat Roof, Siding, & Skylight Replacement
Meadowbrook at Clayton Golf Course & Event Facility**

Mandatory Pre-Bid Meeting: Thursday, April 6, 2023 at 10am

at Meadowbrook at Clayton

6001 Salem Ave

Clayton, OH 45315

Bid Due Date: Thursday, April 27, 2023 at 10am

at City of Clayton Council Chambers

6996 Taywood Road, Englewood, Ohio 45322

or mailed to 6996 Taywood Road, Englewood, Ohio 45322

BID DOCUMENT OVERVIEW
PHASE ONE, MEADOWBROOK HVAC REPLACEMENT
CITY OF CLAYTON, OHIO

The undersigned BIDDER submits its bid for the work to be performed in accordance with the Detailed Specifications for the City of Clayton Flat Roof, Siding, and Skylight Replacement and agrees that items of work not specifically mentioned in the Bid Proposal which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a price is given and understands that no additional payment will be made for such incidental work. Work, as described in the Detailed Specifications, includes all material, labor, equipment, and supervision required to provide the flat roof, siding, and skylight replacement services.

The following documents are attached to, incorporated into, and made a condition of this Bid:

- A. Invitation to Submit Bids;
- B. Scope of Work
- C. Bid Proposal Form;
- D. Statement of Experience and Qualifications;
- E. Instructions to Bidders;
- F. Non-Collusion Affidavit;
- G. Bid Guaranty Bond or Cashier's Check or Certified Check;
- H. Pay to Play Affidavit;
- I. Prevailing Wage Rate Form

INVITATION TO SUBMIT BIDS

Sealed bids marked, “**Flat Roof, Siding, & Skylight Replacement**” will be received in the Council Chambers of the City of Clayton, 6996 Taywood Road, Englewood, Ohio, 45322 until April 27, 2023, and 10:00am. A mandator pre-bid meeting will be held at Meadowbrook at Clayton, 6001 Salem Avenue, Clayton, OH 45315, on April 6, 2023 at 10am. The successful bidder shall complete all work for the project no later than 180 days after bid is awarded, unless an extension is granted by the city manager. Said bids will be opened as soon thereafter as the opening can begin. All bids will be publicly opened, reviewed and available for inspection. Any bids received after the above specified time and date will be returned to the Bidder unopened.

Each bid shall be accompanied by a deposit in the form of a certified check, cashier's check, or bid bond, made payable to the City of Clayton, Ohio, in the amount of ten (10) percent of the total bid for the replacement project, which will be held as security for execution of the Agreement. The selected bidder shall execute the Agreement within ten (10) days after contract award. In the event the selected bidder fails to execute the Agreement within that period, its deposit shall be forfeited to the City as liquidated damages incurred by the City by reason of such default. Subject to the foregoing, deposits of all bidders will be returned when the selected bidder has executed the Agreement and furnished a performance bond acceptable to the City, or all bids have been rejected. If no contract award has been made by the City within ninety (90) days after the bid date, any bidder may withdraw its proposal and its deposit will be promptly refunded.

The successful bidder is required to furnish, with their proposal, a performance-payment bond in an amount equal to 100% (one hundred percent) of the accepted bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Bids shall be submitted in a sealed envelope, addressed to the **City of Clayton** (“Owner”), with the name “**Flat Roof, Siding, & Skylight Replacement**” and the name and address of the Bidder on the envelope.

Bidders are cautioned to carefully examine the conditions within the City affecting the ability of the Bidder to perform in accordance with all specifications and requirements and to make all necessary investigations to acquaint themselves with the quantity and character of the streets subject to this Bid Package and Specifications. Bidders should take all necessary steps to verify measurements, amounts and quantities. The City does not attempt to advise bidders in any of these matters.

Bids may be held by the City for a period of 30 days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the Bidders, prior to the award of the contract.

The City reserves the right to reject any and all bids and to waive any defects or formalities in the bidding and to award the lowest and best responsive bid submitted by a responsible bidder.

The bid specifications and all documents related thereto are available for inspection and copies may be picked up Monday-Friday at the City of Clayton Government Center located at 6996 Taywood Road, Englewood, Ohio, 45322 between the hours of 7:30 a.m. and 4:30 p.m. or on the City's website, www.clayton.oh.us.

SCOPE OF WORK
Flat Roof, Siding, & Skylight Replacement

PURPOSE

To solicit Proposals from qualified firm(s) to establish a contract for Flat Roof, Siding, & Skylight Replacement for Meadowbrook of Clayton, 6001 Salem Avenue, Clayton, Ohio.

Bids shall include all necessary components, materials, equipment, and labor needed to remove, legally dispose, and install a new flat roof, vinyl siding, and skylight windows; to include but is not limited to evaluating of site conditions, removal and installation of all layers of material, on the Meadowbrook at Clayton Event Facility

The City of Clayton shall award the contract based upon the best interests of the City notwithstanding price and maintains the right to reject any and all bids.

GENERAL INFORMATION

The Meadowbrook at Clayton Event Center is located at 6001 Salem Road Clayton, Ohio 45415 and is approximately 65,000 square feet. The roof and skylights are approximately 30-35 years old.

RESPONSIBILITY

It shall be the bidder's responsibility to complete an aerial assessment on the building and/or verify field measurements to obtain the correct square footage. All change orders or costs outside the original bid must be submitted and approved in writing prior to commencement.

SPECIFICATIONS

Meadowbrook at Clayton requires the removal and complete replacement of the flat roof, siding, and three skylight windows. The contractor shall be responsible for inspecting and replacing all wood needing repaired during the roofing project. All replacement materials must equal or exceed current building materials.

- Roofing must be 90mil rubber EPDM or better with a warranty of no less than twenty (20) years. Roof must have slope from downspouts toward drain.
- Siding must be .044 vinyl siding or better with a warranty of no less than ten (10) years.
- Skylight windows must be energy rated and translucent with a warranty of no less than ten (10) years.
- Removal and replacement of two (2) exhaust pipes.
- Roof drains must be inspected and replaced if needed. If replaced drain must be painted with appropriate exterior paint
- Removal and replacement of downspouts with the color of the City's choosing.
- Replacement of two insulated access doors and frames.

- Removal of unused or obsolete equipment is required and will be confirmed by the City's representative.

ADDITIONAL REQUIREMENTS

The building must be covered and protected in the event of rain. The contractor is responsible for all damage to the building structure and its contents in the event of water intrusion during the construction period.

Furthermore, necessary repairs known and unknown should be included in the bid that may show signs of rot or decay and any other roofing system deficiencies noted during the replacement process. Cleaning up and hauling away of all job-related trash and debris must be completed by the contractor.

MANDATORY PRE-BID MEETING

A mandatory on-site pre-bid meeting is scheduled for **April 6, 2023 at 10:00am** at Meadowbrook at Clayton, 6001 Salem Avenue, Clayton, OH 45315. Any bid submitted by a contractor that did not attend the pre-bid meeting will be rejected.

PROJECT COMPLETION

The project shall be inspected, approved, and fully functional within 180 days after the award of the contract, unless an extension is granted by the city manager.

WORKING HOURS

The contractor shall notify the city at least 48 hours prior to beginning the project and must coordinate all work to be completed outside of scheduled rental agreements.

LABOR

Prevailing wage does apply in this contract. The contractor is expected to satisfy any and all existing state and federal labor laws pertaining to wage and benefits. This Contract is subject to Prevailing Wage Laws. Each worker employed by the contractor or subcontractor, or other person about or upon the public work, must be paid the prevailing rate of wages.

No contractor, subcontractor, or any person acting on his or her behalf, shall engage in any form of harassment or discrimination based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Further, no contractor, subcontractor, or any person acting on his or her behalf shall, in any manner, engage in any form of harassment or discrimination of any person hired to perform work under this contract based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Failure to comply will result in forfeiture pursuant to Ohio Revised Code 153.60.

EXPERIENCE

The bidder shall be interviewed by the City representative or their designee prior to the award of the contract. Experience will be taken into consideration in determining the award.

LIABILITY

The bidder agrees to hold the City of Clayton, the Council of Clayton, and all employees, agents, representatives, and officials of the City of Clayton harmless from liability incurred in performance of this contract. Additionally, the bidder agrees to comply with all laws applicable for work for a City Government. Bidder shall supply documentation of insurance coverage and bonds.

The contractor shall be required to maintain a public liability/personal injury insurance policy and property damage insurance policy, both of which shall name the City and its employees and officials as additional insured, covering all claims which may arise from the work to be performed in accordance with this agreement. The contractor shall obtain and maintain such insurance and shall require any and all of its subcontractors performing work required by this agreement to do the same in order to protect themselves and the City from all claims for damages for personal injury, including accidental death, as well as claims for damage to property which may arise from the operations required by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall be in the amount of \$100,000.00 coverage for property damage and \$1,000,000.00/\$3,000,000.00 coverage for personal injury.

The contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. These certificates shall contain the following expressed obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time naming City of Clayton as additional insured. In the event of cancellation or material change in policy affecting the certificate holder thirty (30) days prior written notice will be given to the certificate holder and the City of Clayton."

The contractor shall indemnify and hold harmless City of Clayton, and its employees, officials, agents and representatives against any or all claims which may be an infringement on any patent right of its work hereunder and the said contractor shall indemnify and hold harmless City of Clayton, or any of its officers or agents against and from all suits or actions brought against said City or its officers or agents and also from damage and cost resulting from negligence or carelessness or otherwise in performance of said contractor's obligations under this contract or from defective or improper appliances used in performance of the same. The contractor agrees to pay all damages, costs and expenses of the City in defending any action arising from acts or omissions in connection with this contract.

WORKERS COMPENSATION LAWS

The contractor shall also maintain Worker's Compensation and Employer's Liability Insurance for protection under applicable State Worker's Compensation Laws.

The contractor shall provide the City with certificates of such insurance contracts prior to any performance of work under the contract.

BID BOND OR DEPOSIT

Bids will be in accordance with the Ohio Revised Code and shall be accompanied by a bid guarantee in the form of a bid bond for ten percent (10%) of the full amount of the bid in the form of a bid bond, certified check, or cashier's check.

The selected bidder shall execute the Agreement within ten (10) days after contract award. In the event the selected bidder fails to execute the Agreement within that period, its deposit shall be forfeited to the City as liquidated damages incurred by the City by reason of such default. Subject to the foregoing, deposits of all bidders will be returned when the selected bidder has executed the Agreement and furnished a performance bond acceptable to the City, or all bids have been rejected. If no contract award has been made by the City within ninety (90) days after bid date, any bidder may withdraw its proposal and its deposit will be promptly refunded.

SUSPENSION OR TERMINATION OF WORK

If it is determined by the City that the work is not being performed in a satisfactory manner, the City will so notify the contractor, who will then immediately rectify the problem areas.

The City reserves the right to terminate this contract immediately upon written notice by registered or certified mail to the contractor if the contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed because of its insolvency or contractor is unable or unwilling to provide the services required of this contract.

PERFORMANCE BOND

The successful bidder, at the time of execution of the contract, shall deliver to the City an executed performance - payment bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the City and as authorized to transact business in the State of Ohio. The bonds shall be approved by the City prior to the execution of the formal contract.

The performance bond may be waived, and that cost deducted from the price of this contract at the sole discretion of the City.

BIDS

Bids shall be submitted on the proposal forms provided by the City of Clayton and included with these specifications. Any alteration or modifications of the proposal forms may result in the rejection of the proposal.

AWARD

The City of Clayton City Manager reserves the right to reject any or all bids, wave minor irregularities, and select the bid considered best for the City. In addition to cost benefit consideration, adequacy of equipment, personnel, and previous experience, other factors may be used in evaluating the bids.

METHOD OF PAYMENT

Upon completion and notification of the City, a City representative will inspect within 24 to 48 hours (one working day) and either approve or disapprove the work. When approved, and billing is presented, payment will be approved. Upon completion of the project and prior to final payment, an affidavit of compliance from each contractor or subcontractor must be submitted. No final payment will be made to any contractor or subcontractor unless the final affidavits have been filed by the respective contractor or subcontractor.

NON-COLLUSION CLAUSE

By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm that the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation for Bids, designed to limit independent bidding or competition.

ETHICS REGULATION

If you have knowledge of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Clayton, you must disclose that on the pricing page where indicated.

LAWS FEDERAL/STATE/LOCAL

All bidders will comply with all Federal, state, and local laws relative to conducting business in the City of Clayton, but not limited to, licensing, labor, and health laws.

SAFETY STANDARDS

The bidder warrants that the product supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the State of Ohio and the failure to comply with this condition will be considered a breach of contract.

RESERVATIONS FOR REJECTION AND AWARD

The City also reserves the right to waive minor variation to specifications (interpretation of minor variances will be made by applicable City representative). The City reserves the right to reject any and all bids, or to waive any technicalities or irregularities in the bids as the interests of the City may require.

TAXES

Municipalities are exempt from Federal Excise and State Sales Tax, but subject to State Excise Tax.

All bidders must submit their Federal Tax Identification Number on their bid. Bids without Federal Tax I.D. Number may not be accepted.

BIDDER'S PROPOSAL
Flat Roof, Siding, and Skylight Replacement

The bid shall be broken down as follows for **FLAT ROOF, SIDING, & SKYLIGHT REPLACEMENT** in accordance with attached specifications.

1. BASE BID:

Total labor and material _____

2. REPLACEMENT TOTAL of LABOR and MATERIALS

Flat Membrane Roof _____

Roof Siding _____

Three Skylights _____

Bidders shall complete the information below and sign the bid. Failure to sign the bid shall result in rejection of the bid.

Bid submitted by: _____
printed name

signature

Company Name: _____

Address: _____

Telephone No.: _____ **Fax No.** _____

E-mail _____

Federal Tax ID number: _____

Contact if other than individual submitting bid: _____
printed name

NOTES:
For any information needed, not contained herein, contact Elaine Wittman, Assistant to the City Manager at (937) 836-3500 ext. 113.

BID SPECIFICATION DEVIATION FORM
Flat Roof, Siding, and Skylight Replacement

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

EMAIL

Please state any deviations for the posted bid specifications and how said deviations will affect the performance of the proposed products/services. The City will consider any deviations in its bid award decisions, and the City reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the City of their full compliance with the Bid Specifications

No Deviations

Yes Deviations

If yes is checked, please list below or attach separate document.

NON-COLLUSION AFFIDAVIT
Flat Roof, Siding, and Skylight Replacement

This affidavit is to be filled in and executed by the Bidder. If the Bid is made by a corporation, then its Chief Officer.

State of _____

ss:

County of _____

Firm:

Name:

Title:

_____, being first and duly sworn, deposes and says that he/she is _____ (sole owner, partner, president, secretary) of _____, the party making the foregoing proposal; that such proposal is genuine and not collusive or sham; that said party has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to put in a sham proposal, or that such other person shall refrain from bidding or submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid or proposal price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid or proposal price, or of that of any other bidder, or to secure any advantage against, any person or person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid or proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Signature

Title: _____

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

Notary Public

My Commission Expires _____

BID GUARANTY BOND

Flat Roof, Siding, and Skylight Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

as Principal and _____

(Name of Surety)

as Surety, are hereby held and firmly bound unto the City of Clayton, Ohio as Obligee in the penal sum of 10% of the dollar amount of the total bid submitted by the Principal to the Obligee on _____, _____, 20__ to undertake the project known as **Flat Roof, Siding, and Skylight Replacement**

The penal sum referred to herein shall be \$_____ which is ten percent (10%) of the dollar amount of the Principal's total bid to the Obligee. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the Street Overlay Program Agreement; and in the event the Principal pays to the Obligee the difference not to exceed the penal sum or the difference hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed the penal sum hereof or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the Street Overlay Program Agreement, this obligation shall be null and void.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or addition to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20__.

PRINCIPAL:

By: _____

TITLE: _____

SURETY: _____

SURETY COMPANY ADDRESS:

Street

City

State

Zip

BY: _____

Attorney-in-Fact

Telephone

SURETY AGENT'S ADDRESS:

Agency Name

Street

City

State

Zip

Telephone

NOTE: Failure by any party to sign Bid Guaranty Bond shall result in rejection of bid.

PAYMENT AND PERFORMANCE BOND
[Ref. ORC Sections 153.54(B) and 153.571]

(Use where bond submitted is equal to 100% of the Bid \$ Amount plus Alternates)

Flat Roof, Siding, and Skylight Replacement

'KNOW ALL PERSONS BY THESE PRESENT, that we, the undersigned _____ as principal and _____ a sureties, are hereby held and firmly bound unto the CITY OF CLAYTON, OHIO as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____, 20__ to undertake the project known as the Phase One, Meadowbrook HVAC Replacement.

The penal sum referred to herein shall be in the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum 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 has submitted a bid for the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said _____ (principal) shall well and faithfully do and perform the things agreed by the principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborers having a just claim, as well as for the oblige 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 penal amount of this obligation as herein stated.

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 plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Principal:

Surety:¹

By (Signature)

By (Signature)

By (Print)

By (Print)

Title

Title

Street

Street

City, State, Zip

City, State, Zip

Phone/Fax

Phone/Fax

¹ Surety to attach evidence of authority to conduct insurance business in State of Ohio and authority of person signing on behalf of Surety.

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of _____ for
(Name of Entity)

a contract for _____
(Type of Product or Service)

to be let by the City of Clayton, who, being duly cautioned and sworn, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the City of Clayton Council or their individual campaign committees:

- a. myself;
- b. any partner or owner of the partnership or other unincorporated business (if applicable);
- c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
- d. any trustee of the trust (if applicable);
- e. any administrator or executor of the estate (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;

2. That none of the following have **collectively** made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Clayton Council or their individual campaign committees:

- a. myself;
- b. any partner or owner of the partnership or other unincorporated business (if applicable);
- c. any shareholder of the professional association organized under Chapter 1785 of the

- Ohio Revised Code (if applicable);
- d. any trustee of the trust (if applicable);
- e. any administrator or executor of the estate (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- i. any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
- j. Any combination of persons identified in (a) through (i) of this section;

3. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature _____

Title _____

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

Notary Public

My Commission Expires: _____

**Affidavit of Compliance
PREVAILING WAGES**

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the **Flat Roof, Siding, and Skylight Replacement** will be in compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

_____ (Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees.