

# CITY OF FAIRLAWN

## BIDDING AND CONTRACT DOCUMENTS

FOR

# 2007 STREET REPAIR

WILLIAM J. ROTH  
MAYOR

SPAGNUOLO AND ASSOCIATES, LLC  
3057 WEST MARKET STREET – SUITE 201  
FAIRLAWN, OHIO 44333

NICHOLAS A. SPAGNUOLO  
CITY ENGINEER

BID OPENING: January 22, 2007 at 10:00 AM

**CITY OF FAIRLAWN**

**INVITATION TO BIDDERS**

**CITY OF FAIRLAWN**

**2007 STREET REPAIR**

Sealed bids addressed to the Mayor will be received at the Office of the Mayor, Fairlawn City Hall, 3487 South Smith Road, Fairlawn, Ohio until 10:00 A.M. Eastern Standard Time on January 22, 2007, at which time they will be publicly opened and read for the **2007 STREET REPAIR**. Faxed bids will not be considered.

Envelopes containing the Sealed Bid shall be clearly marked on the front of the envelope as follows:

**“Sealed Bid for 2007 STREET REPAIR is enclosed herewith to be opened January 22, 2007, at the Office of the Mayor of Fairlawn, Ohio at 10:00 A.M. Eastern Standard Time”** For convenience a preprinted envelope stating such is included in the bid package.

PLANS, SPECIFICATIONS (including bid forms) AND GENERAL INSTRUCTIONS may be obtained from Spagnuolo & Associates, LLC, 3057 West Market Street – Suite 201, Fairlawn, Ohio 44333, (330) 836-6661 during normal business hours using a certified check or cash in the amount of \$150.00 and is non-refundable. Checks shall be made payable to Spagnuolo & Associates, LLC.

Each bid must contain the full name of the party or parties submitting the bid and all persons interested therein, and must be accompanied by a bid bond in the amount of 100% of the bid or certified check, cashier’s check or letter of credit in the amount of 10% of the bid, including alternates, on a solvent bank as a guarantee that if the bid is accepted a contract will be entered into and performance bond furnished.

Bidders must comply with the prevailing wage rates on Public Improvements in Summit County and the City of Fairlawn, Ohio as determined by the Ohio Department of Industrial Relations.

The engineer’s estimate of cost for this project is \$1,800,000.00.

The City of Fairlawn reserves the right to reject any or all bids and to waive any informality in any bid.

THE CITY OF FAIRLAWN

William J. Roth, Jr., Mayor

Please publish two (2) times: January 5, 2007  
January 12, 2007

**CITY OF FAIRLAWN**  
**DEPARTMENT OF PUBLIC SERVICE**  
**SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS**

In accordance with Resolution 2006-103A of the City of Fairlawn, Ohio, an advertisement for proposals for the City of Fairlawn, 2007 STREET REPAIR, will appear in the Akron Beacon Journal under the dates of January 5, 2007 and January 12, 2007.

The Advertisement, Bid Book, Project Plans and Specifications, Special Provisions, Proposal, Addenda, and the several documents referred to therein, together with the acceptance by the City, shall constitute the contract documents and shall be construed together to determine the agreement of the parties.

CITY OF FAIRLAWN  
MAYOR'S OFFICE  
3487 SOUTH SMITH ROAD  
FAIRLAWN, OH 44333  
(330) 668-9500

**GENERAL INSTRUCTIONS**

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**DEFINITIONS:**

“Addenda” or “Addendum” are written interpretations or modifications of any of the contract documents.

“Bidder” shall mean either an individual, firm, partnership, corporation or limited liability company who has submitted a bid for the work proposed.

“Bid” shall mean the Contractor’s bid submission to the City.

“City” or “Department” shall mean the City of Fairlawn, Summit County, Ohio.

“Contract Documents” shall mean the Advertisement, Bid Book, Project Plans and Specifications, Special Provisions, Proposal, Addenda, and the several documents referred to therein.

“Contractor” shall mean the individual, firm, corporation or its properly authorized agent undertaking this contract with the City of Fairlawn, Summit County, Ohio.

“Days” shall mean calendar days unless otherwise specified.

“Engineer” shall mean the Engineer retained by the City of Fairlawn, Summit County, Ohio or his authorized assistant.

“Inspector” shall mean the person appointed by the City to inspect the material used and work performed under this contract.

“Project Plans and Specifications” shall mean the official drawings and any addenda thereto prepared by the Engineer which show the location, character, dimensions, and details of the Work.

“Service Director” shall mean the Service Director of the City of Fairlawn.

“Utility Commissioner” shall mean the Utility Commissioner of the City of Fairlawn.

“The Work” shall mean all work specified in the Bid Book and Contract Documents or indicated on the Project Plans for the contemplated construction covered by the Contract.

The Bidder’s attention is directed to the necessity of examining the site of the proposed work. Bidders are advised that the City does not guarantee the location of any sub-surface structure, pipe, or installation, nor the true character of any sub-surface material. The indication of such structures,

pipes, installations, or materials on the drawings are based upon the best data available but are not to be regarded as conclusive and the Contractor should avail itself of all reasonable means to inform itself of these items before submitting a bid. Bidders are also advised to inform themselves fully of the conditions relating to construction and labor, under which the work will be deemed an acknowledgment that the conditions and difficulties that may be encountered in the execution of the work are fully and completely understood and that such methods and means in the carrying out of the contract must be employed by the Contractor.

**1. PURPOSE OF BID:**

The City of Fairlawn intends to secure a source to repair or replace roadway and underground utilities as indicated on the project plans for the **2007 STREET REPAIR** with early and satisfactory construction by the contractor to the City. Any failure on the part of the contractor to comply with these General Instructions, the Project Plans and Specifications or any addenda thereto or any other document constituting Contract Documents shall be reason for termination of contract.

The signed bid shall be considered an offer on the part of the bidder/contractor, which offer shall be deemed accepted upon approval by the City in accordance with its policies and procedures and the issuance of a contract. In case of a default on the part of the bidder/contractor after such acceptance, the City may take such action, as it deems appropriate, including legal action for damages and/or specific performance.

**2. BID REQUEST:**

Please submit a bid for the **2007 STREET REPAIR** as detailed on the project plans and attached specifications. Bids must be submitted in duplicate on the form hereto attached and sealed in an envelope bearing on its outside the following: **“Sealed Bid for 2007 STREET REPAIR is enclosed herewith to be opened January 22, 2007, at the Office of the Mayor of Fairlawn, Ohio at 10:00 A.M. Eastern Standard Time”**. For convenience a preprinted envelope stating such is included in the bid package. Bids must be delivered to the Office of the Mayor of Fairlawn, 3487 South Smith Road, Fairlawn, Ohio 44333 on the date and at the time set out in the INVITATION TO BIDDERS. They will be publicly opened and read as soon as possible thereafter.

No bid will be allowed to be withdrawn after it has been delivered to the Mayor’s Office of the City of Fairlawn. The City reserves the right to accept the bid at any time within ninety (90) days after it has been delivered as above provided. In determining the award, each item may be considered separately and separate contracts may be awarded on the various items, unless specified to the contrary in the SPECIAL PROVISIONS. The City reserves the right to reject any and all bids and to waive any informality.

Two bids from the same firm, corporation, or association under different names will not be permitted. Reasonable grounds for supposing that any Bidder is interested in more than one bid for this project will be cause for the rejection of all bids submitted by that Bidder.

**3. ACCEPTANCE OF EQUIPMENT/MATERIAL/SERVICE:**

The service and materials delivered under this bid shall not be paid for until a physical review of the service and materials is made and accepted to the satisfaction of the City. Furthermore, all service and materials must comply with the terms and specifications contained herein. Bidders must submit, at the times specified, the various samples, reports, statements, affidavits, etc. required by the

City. In the event the service and/or materials supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to not pay for said services and/or materials.

**4. ALTERNATES AND EXCEPTIONS:**

Alternate quotes or deviations from the specifications contained herein and hereinafter referred to as an exception must be identified in writing as an alternate quote or deviation and be attached to the bid. If no exceptions are stated, it will be understood that all general and specific specifications will be complied with, without exception.

**5. ASSIGNMENT OF CONTRACTUAL RIGHTS:**

The successful Bidder shall not assign, transfer, cancel, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous consent in writing from the Mayor of the City of Fairlawn, the same being endorsed on or attached to the contract. Further, the successful Bidder shall perform 55% of the work required by this contract and therefore shall not be permitted to subcontract more than 45% of the work required by this contract.

**6. BID BOND AND PERFORMANCE BOND:**

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein, and must be accompanied by a bid bond in the amount of 100% of the bid or certified check, cashier's check or letter of credit in the amount of 10% of the bid, including alternates, on a solvent bank as a guarantee that if the bid is accepted a contract will be entered into and performance bond will be furnished. 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. The bid security/guarantee check shall be forfeited and surrendered to the City as an agreed amount of liquidated damages in case of failure to enter into a contract as above-described. The bid security/guarantee will be released or returned to Bidder in case his bid is rejected. If his bid is accepted, the bid security/guarantee will be returned after the contract has been signed and the Performance Bond herein required has been furnished.

A performance bond in the amount of 100% of the total contract amount ensuring completion of the delivery to the City will be required of the successful Bidder for the performance of the contract at the prices quoted in the bid. Such bond will be returned upon satisfactory completion of project.

**7. BRAND NAMES AND APPROVED EQUALS:**

If and wherever in the Specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned, it is for the purpose of establishing a grade of quality of material/equipment only. Since the City does not wish to rule out competition and equal brands or makes, the phrase "or approved equal" is assumed. However, if a product other than that specified is bid, it is the Bidder's responsibility to name such a product within its bid and to prove to the City that said product is equal to that specified. The City shall be sole judge concerning the merits of any proposed alternates.

**8. COLLUSION CLAUSE:**

Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to a fixed price, or otherwise, will render the bids of such bidders void.

Each bidder is required to submit with its bid a statement affirmed under oath that no collusion occurred.

**9. PATENTED ITEMS:**

The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents, of any appliance, apparatus or mechanism, which may be furnished or installed by the Bidder under the terms of this contract including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded in law.

**10. DELIVERY/COMPLETION SCHEDULE:**

The project must be completed by September 15, 2007.

The City reserves the right to cancel such contracts or any part thereof, without obligation if completion is not made at the time(s) specified.

**11. DISQUALIFICATION OF BIDDERS:**

Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals:

(a) More than one proposal for the same work from an individual, firm or corporation under the same or different name.

(b) Bid prices which obviously are materially unbalanced. A bid is materially unbalanced if there is a reasonable doubt that the award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the City. Mathematically unbalanced bid prices are those that do not reasonably reflect the cost of the item bid, inclusive of labor, profit, overhead and material costs. Some examples of a mathematically unbalanced bid are 'front-end loading' and 'covering' (moving money from one item to another). Bidders must bid at least the cost of the materials for every item bid. Rejection of a bid will result if the City determines that the bid prices submitted are 'materially unbalanced'.

(c) Irregular Proposals: Proposals will be considered irregular and may be rejected for the following reasons:

- (a) If the proposal is on a form other than that furnished by the City; or if the form is altered or any part thereof is detached. Computer generated facsimiles of the City's format are acceptable.
- (b) If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- (c) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum items.
- (d) If the proposal does not contain all information required of the Bidder
- (e) If the proposal is not properly signed by the Bidder.
- (f) If the proposal is not typed or in ink

**12. INDEMNIFICATION:**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the City, its officers, employees and agents from and against all claims, demands, suits, actions, recoveries,

judgments, payments and expenses of every kind and description whether direct, indirect or consequential, arising out of, or resulting from any act or omission of the Bidder, its employees or agents, whether negligent or not in the performance of the work under this contract.

A sum sufficient to cover any of the above aforesaid claims may be retained by the City from money due or to become due to the Bidder under this contract, until such claims shall have been discharged or satisfactorily secured.

**13. INSURANCE REQUIREMENTS:**

The Bidder shall provide liability insurance policies as will fully protect the Bidder and the City, its officers, employees and agents against claims arising out of or resulting from the performance of the work under this contract. The Bidder shall include the City as an additional insured thereon and shall furnish to the City of Fairlawn, certificates that such insurance policies are in effect.

The Bidder shall provide insurances as follows:

- (a) Workman's Compensation Certificate
- (b) General Liability Insurance Certificate naming the City and other parties named above, as Additional Insured (Bodily Injury and property damage combined single limit at \$1,000,000 each occurrence and \$2,000,000 aggregate)
- (c) Auto Liability Insurance Certificate naming the City and other parties names above, as Additional Insured (Bodily injury and property damage combined single limit at \$1,000,000 each occurrence).
- (d) Umbrella liability coverage of at least \$5,000,000.
- (e) THE INSURANCE SHOULD BE WRITTEN BY A COMPANY LICENSED TO DO BUSINESS IN OHIO WITH AN A.M. BEST RATING OF A- OR BETTER.

**14. LAWS - FEDERAL/STATE/LOCAL:**

All Bidders will comply with all Federal, State of Ohio and Local laws relative to conducting the business for which bids are being solicited and supplying the items or construction being bid; including but not limited to, licensing, labor and health laws. City law supersedes State laws where specifically defined in City Charter and codes.

**15. LOCATION OF VENDOR:**

The City reserves the right to give consideration to Vendor location in determining the lowest responsive and responsible bidder if future warranty or repair/administrative costs would necessitate any travel/additional expenses that must be paid by the City.

**16. AWARD:**

Contracts will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors:

- 1) Price
- 2) Conformity to Specifications
- 3) Financial ability to meet the contract
- 4) Performance under previous contracts awarded by the City
- 5) Facilities and equipment
- 6) History of compliance with similar awards for other public bodies
- 7) Availability of supply and repair parts

- 8) Ability to provide future maintenance and service
- 9) Delivery/Completion promise
- 10) History of compliance with Federal, State & Local laws.

If the successful Bidder does not execute all contract documents in a timely manner, or for any reason, does not comply with any and all contract requirements, the City may rescind the award and recover any loss or damages as a result of re-awarding the contract, including the difference in the amount of the original award and the difference in the amount of the second award, and such loss or damages shall be at the expense of the Bidder originally awarded the contract. Once this cost is determined, the Bidder failing to comply with the contract award shall be directed to submit payment directly to the Finance Director to cover costs incurred by the City.

**17. MINORITY BUSINESS CLAUSE:**

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

**18. PRICING CLARIFICATIONS:**

All prices to remain firm through December 31, 2007. (Do not invoice other than quoted price).

Prices must be stated in units of quantity specified in the specifications. In case of discrepancy in computing the amount of the bid, unit prices quoted will govern.

**19. REJECTION OF BID:**

The City, through its duly authorized constituted officials, reserves the right to reject any, part of any, or all bids; to waive informality in any bid; to award the contract in the best interest of the City and its Citizens; to hold all bids for 60 days before acceptance, and to hold bid deposits until the contract is fully executed.

**20. SAFETY STANDARDS:**

The Bidder warrants that the product/service and materials 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 all other laws and regulations of the United States, State of Ohio and local authorities. The failure to comply with this condition will be considered a breach of contract.

**21. 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 the Bid Contract. Bids without Federal Tax ID Number may not be accepted.

Bidders are hereby directed to review Ohio Revised Code 5719.042 which requires that any person making a bid shall submit to the City Finance Director a statement affirmed under oath that the person making the bid is not charged at the time the bid is submitted with any delinquent personal property taxes in Summit County; that the bidder was not charged with delinquent personal property taxes on any county personal property tax list; or that if the person making the bid is charged with delinquent personal property tax on such tax list, that person shall set forth the amount of such due and

unpaid delinquent tax and any undue and unpaid penalty and interest thereon. Bidders are further notified that a copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to any contract unless such statement has been incorporated as part thereof.

Failure of the successful Bidder to be current in any required payments of income tax to the City of Fairlawn and/or be current in the filing of any income tax documents required by the City of Fairlawn's Income Tax Division shall be cause to suspend the award to the successful bidder and/or revoke the award.

**22. TERMINATION OF CONTRACT:**

The City may terminate this agreement without cause at any time by written notice which shall specify the effective date on which the Contractor shall cease all work on the project. If this agreement is terminated without cause by the City, the Contractor shall receive as compensation under this agreement an amount, which bears the same ratio to the total compensation as the services actually performed and materials furnished by the Contractor under this agreement. This amount shall be reduced by all payments of compensation made previously to the date of termination.

If the Contractor shall fail to fulfill in timely and proper manner its obligations under this agreement through or from any cause except as provided herein, or if the Contractor shall violate any of the covenants or stipulations of this agreement, the City shall thereby have the right to terminate this agreement by giving written notice to the Contractor of such termination which shall specify the effective date on which the Contractor shall cease all work on the project. In such event, the Contractor shall be entitled to receive just and equitable compensation for such satisfactory work completed and unpaid.

The Contractor shall not be relieved of liability to the City by any provisions of this section or otherwise for damages sustained by the City by virtue of any breach of this agreement. The City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages to the City from the Contractor is determined.

The Contractor shall make no claim for compensation or damages against the City by reason of termination of this agreement by the City with or without cause.

**23. SIGNATURE:**

All bids must be signed by an officer or employee having authority to bind the Bidder.

**24. FURNISHING OF ADDENDA:**

A copy of each addendum, including instructions, will be mailed, or otherwise furnished, by the City to each person who obtains one or more sets of Bidding and Contract Documents and furnishes an address and telephone number and telephone fax number at the time the documents are obtained. The addendum shall be transmitted, or otherwise furnished, at least seventy-two (72) hours prior to the opening of bids, excluding Saturdays, Sundays and legal holidays. A signed receipt, certified mail receipt or fax transmission receipt shall be conclusive proof that the addendum was received. Bidders shall follow the instructions accompanying the addendum. Questions regarding the instructions or the addendum shall be directed to both the CITY and the ENGINEER prior to the date the bid is to be received.

**25. WAGES AND HOURS ON PUBLIC WORKS:**

The successful Contractor and his subcontractors and suppliers shall comply with all provisions of chapter 4115, Revised Code of the State of Ohio, during the entire time that this contract is in full force. The Contractor and his sub-consultants shall pay at least the prevailing wages for all classifications of employees covered by the chapter.

The successful Contractor's attention is particularly called to section 4115.04, O.R.C., which provides for wages paid to be prevailing rates in this county in the event of a conflict in rates established by other governmental agencies.

The successful Contractor shall furnish a certified copy of his payroll and any subcontractor's payroll, including names, classifications, and hourly rates, which shall be submitted monthly to the City of Fairlawn, Department of Taxation, during the period in which construction is being performed.

The successful Contractor shall furnish pertinent information to the Tax Administrator as is required in Chapter 880 of the "Codified Ordinances of the City of Fairlawn", commonly known as the "Earned Income Tax" code.

**26. OMITTED ITEMS:**

The City shall have the right to cancel the portions of the contract relating to the construction of any item herein by the payment to the Contractor of the reasonable cost of all items of cost incurred prior to the date of cancellation or suspension of "The Work" by order of the Service Director.

**27. PRICES BID/LINE ITEMS:**

Prices bid shall all be net prices and shall be stated in words and figures in the appropriate place, in the BID-CONTRACT. If there is a discrepancy between the words and figures, the words will prevail.

All line items referenced in the Bid Documents and Bid Contract and all addendums thereto shall be completed by the Bidder prior to submission of its bid.

**28. PAYMENT:**

Payment shall be made on delivery of item purchased or upon completion of all work contracted for and performed to the satisfaction of the Service Director or designee.

**29. LIABILITY:**

The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said Bidder, his agents or employees, in the execution of the Contractor or in consequence of insufficient protection or for the use of any patented invention by said Bidder, and a sum sufficient to cover aforesaid claims may be retained by the City from money due or to become due to the bidder under this contract, until such claims shall have been discharged or satisfactorily secured.

**30. PRICE AND TAXES:**

All prices quoted shall be for a definite fixed price unless otherwise specified in the SPECIAL PROVISIONS, which price shall exclude Federal, State, and other taxes to the extent that municipalities are exempt.

**31. AT LEAST FORTY-EIGHT (48) HOURS BEFORE BREAKING GROUND:**

The Contractors shall notify the Ohio Utility Protection Service at 1-800-362-2764 and any non-member utilities whose wires, pipes, conduits, or other structures may be affected by the construction of the work or operations connected thereto. The Contractor shall likewise notify the City Engineer, the Chief of the Fairlawn Police Department, the Chief of the Copley Township Police Department, the Chief of the Fairlawn Fire Department, the Chief of the Copley Township Fire Department, the Director of Public Service and the Utilities Commissioner of the temporary blocking of streets and public area prior to commencing work. If the work falls within the school year, the Fairlawn-Copley School District and Revere Local School District shall also be notified of the proposed work schedule.

Prospective Bidders are advised that the City does not guarantee the location of any sub-surface structure, pipe, or installation, nor the true character of any sub-surface material. The indication of such structures, pipes, installations, or materials on the drawings are based upon the best data available but are not to be regarded as conclusive and the Contractor should avail itself of all reasonable means to inform itself of these items before submitting a bid.

**32. MAINTENANCE PERIOD AND BOND:**

The maintenance period for these improvements, including all incidental items, shall be three (3) years, beginning on the date of the "Final Inspection Report" issued by the City for the work in "good order and repair" as shall be determined by the Engineer. The Contractor shall execute a Maintenance Bond in the amount of one hundred percent (100%) of the contract, with the City of Fairlawn Finance Director, to the satisfaction of the City. Said Maintenance Bond shall be executed prior to the final payment for the work, and shall run for a period of three (3) consecutive years.

**33. ENGINEER'S ESTIMATE OF COST:**

The Engineer's estimate of cost is **One million eight hundred thousand and 00/100 dollars (\$1,800,000.00).**

The bids will be compared based on the Engineer's estimate of quantities of work to be done and materials to be furnished. Quantities are approximate only and the City expressly reserves the right to increase or decrease them or omit any item that the Service Director or Engineer may deem advisable. At the sole discretion of the Service Director or Engineer, the City reserves the right to omit any portion of the work or any bid item.

**34. ADDITIONAL ITEMS:**

All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done and materials to be furnished. Quantities are approximate only and the City expressly reserves the right to increase or decrease an item or omit any item that the Service Director or Engineer may deem advisable. At the sole discretion of the Service Director or Engineer, the City reserves the right to omit any portion of the work or any bid item.

**35. SECURITY OF THE WORKSITE:**

The successful Bidder shall be responsible for the safety and security of the work site including all materials used and stored at the work site. Any acts of vandalism resulting from improper security or storage of materials shall be the responsibility of the Bidder.

**36. DUST CONTROL:**

The successful Bidder shall maintain a program of dust control throughout the term of the contract minimizing the blowing and drifting of dirt, dust particles and dust in the air. Prior to the start of construction, the successful Bidder shall review its dust control program with the Service Director for his approval as submitted or modified as agreed.

**37. COOPERATION BETWEEN CONTRACTORS**

The City may hire, under separate contract, a landscaping contractor to restore private and public landscaping areas disturbed by the work performed under this contract. Contractor herein agrees to cooperate fully with the landscape contractor and the City inspector, including but not limited to providing access to areas approved by the inspector for final landscaping restoration.

**38. GENERAL WORK REQUIREMENTS:**

The work shall consist of the removal of existing pavement and underground utilities as indicated and replaced with concrete curb and gutter, asphalt pavement, storm sewer, sanitary sewer, waterline and all associated work as indicated on the project plans and specifications or as directed by the engineer. The work also consists of all items incidental to the improvements as shown on the project plans or as directed by the engineer.

Local traffic shall be maintained on all streets during construction.

Care shall be used in the removal of existing mail boxes. The mail boxes will be reset, and if damaged, replaced in kind or better. Cost to be included in price bid for project. See State of Ohio Department of Transportation Construction and Material Specifications, (Latest Edition), for further clarification.

The contractor must include all costs for testing of backfill, subbase, base, concrete and asphalt in his bid for these items.

The City of Fairlawn has the right to determine the order of work to be performed during the construction of this project, including, but not limited to, the opening and closing of streets.

**39. SPECIFICATIONS:**

The specifications for the project shall be the City of Fairlawn Construction and Material Specifications for Paving, Storm Sewer & Sanitary Sewer, 2003 edition, supplemented where applicable by the State of Ohio Department of Transportation Construction and Materials Specifications, 2005 Edition, and the City of Akron Construction and Material Specifications, 2004 Edition and any specifications included in this bidding document.

**40. LOCATION:**

The project is located along Erie Road from South Miller Road to the cul-de-sac, along Mackinaw Avenue from Falmouth Road to Sand Run Parkway, and along Carson Road from Caladonia Avenue to Mackinaw Avenue all located in the City of Fairlawn, State of Ohio as indicated on the project plans.

**41. DUTY TO NOTIFY OF ERRORS IN CONTRACT DOCUMENTS:**

The Bidder/Contractor shall notify the City of Fairlawn Engineer or his designee of errors and omissions discovered in the Bidding and Contract Documents. The Contractor's duty to disclose said

errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored. The City of Fairlawn Engineer or his designee will determine the manner in which the questions as to errors or omissions are resolved.

**42. SUBLETTING OF THE CONTRACT:**

The Bidder shall perform Work amounting to not less than 55 percent of the Contract Price with its own organization, unless otherwise approved by the Service Director. The phrase “its own organization” includes only workers employed and paid directly, inclusive of employees who are employed by a lease agreement acceptable to the City, and equipment owned or rented with or without operators by the Bidder. The phrase, “its own organization” does not include employees or equipment of a subcontractor, assignee, or agent of the Bidder.

The Bidder’s percentage of the total Contract Price includes the cost of materials and manufactured products purchased by the Bidder, but not the cost of materials and manufactured products purchased by subcontractors.

The Engineer will calculate the Bidder’s percentage based on the quantities shown in the Proposal and the unit prices of the contract items to be performed by the Bidder’s organization. If the Bidder performs only a portion of a contract item, then the Engineer will determine the proportional value administratively on the same basis. The Engineer will follow this procedure even when the part not subcontracted consists only of the procurement of materials. However, if a firm both sells the materials to the Bidder and performs the Work of incorporating the materials into the Project, then the City will consider these two phases in combination and as a single subcontract. If an affiliate of the firm either sells the materials or performs the work, the City may refuse approval. An affiliate is one who has some common ownership or other close relation to said firm.

**43. LIST OF SUBCONTRACTORS**

Each bidder shall submit the name, address and federal ID number of all subcontractors intended to be used under this contract and shall list the phase of work to be accomplished by the subcontractor. Additional sheets may be submitted, supplementing the above information.

The City reserves the right of approval for any or all subcontractors listed, which approval shall not be unreasonably withheld unless it is apparent to the City that said subcontractor(s): 1) Is incapable of satisfactory performance; 2) Performed unsatisfactorily for the City in the past; 3) Not current on any tax payments due the City; or 4) Not properly licensed or certified as required by these specifications.

No changes in subcontractors shall be made at anytime without the written approval of the City.

NAME, ADDRESS AND FEDERAL  
ID NUMBER OF PROPOSED  
SUBCONTRACTOR

PHASE OF WORK TO BE  
ACCOMPLISHED

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**44. RELEASE OF LIENS, ETC. AND INDEMNIFICATION**

Prior to final payment being made, contractor shall submit to the City lien releases and certificates of payments in full from all subcontractors and suppliers who furnished material, services and/or labor requested or contracted by contractor pursuant to contractor's contractual obligations to the City. Contractor shall indemnify and hold harmless the City, its officers and employees from any and all claims made upon it, including but not limited to any wage and hour violations, statement of accounts, mechanic's liens, attested accounts and/or any other notices of failure to pay filed by a subcontractor or a supplier.

**45. HOMELAND SECURITY DECLARATION:**

The Bidder shall submit with its bid a completed Ohio Department of Public Safety HLS Form 0038 8/06.

**47. INSPECTOR NOTIFICATION**

The contractor shall notify the City of Fairlawn inspector any day no work is to be performed. Said notification shall be no later than 7:00 A.M. on the day work will not be performed. Upon the contractor's failure to notify the inspector as required, the City of Fairlawn shall charge the contractor One Hundred Dollars (\$100.00) as liquidated damages for each occurrence. Any money due the contractor under this contract shall be adjusted by deducting the liquidated damages imposed herein by the Finance Director prior to payment being issued.











**PAGES ONE AND TWO OF THE BID-CONTRACT MUST BE SUBMITTED IN DUPLICATE**

**BID - CONTRACT**

THE UNDERSIGNED, HEREBY PROPOSES to furnish to the City of Fairlawn, Ohio the **2007 STREET REPAIR**, which fully complies with the Specifications furnished by the City herein attached.

**CONDITIONS:** The Advertisement, Special Information for Bidders, General Instructions, Special Provisions, Specifications, Proposal, Addenda, and the several instruments therein referred to, together with the acceptance by the City, shall constitute the contract documents and shall be construed together to determine the agreement of the parties. THIS CONTRACT IS NOT VALID UNTIL ACCEPTED AND SIGNED BY THE APPROPRIATE OFFICIAL OF THE CITY OF FAIRLAWN, NOR UNTIL FUNDS HAVE BEEN APPROPRIATED BY THE COUNCIL.

THE TOTAL PRICE FOR THE **2007 STREET REPAIR**, PER ATTACHED SPECIFICATIONS:

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

**Total amount of Bid in Words**

\_\_\_\_\_ **Dollars**

**ETHICS REGULATION:**

Are you aware of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Fairlawn? \_\_\_\_ Yes \_\_\_\_ No  
(Please indicate with an "X")

If yes, please give the name of the individual and the nature of the interest, if known:

\_\_\_\_\_  
\_\_\_\_\_

PLEASE STATE ANY APPLICABLE DISCOUNT: \_\_\_\_\_

\_\_\_\_\_

DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST OBTAIN A 100% PERFORMANCE BOND, AS STATED IN SECTION # 6. \_\_\_\_\_ YES \_\_\_\_\_ NO  
(Please indicate with an "X")

**BID – CONTRACT**

BIDDER (NAME OF COMPANY) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

FEDERAL ID \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

Witnessed:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_

PRINT NAME \_\_\_\_\_

\*\*\*\*\*

**BID ACCEPTED:**

The City of Fairlawn, Ohio

Approved as to Form:

By: \_\_\_\_\_  
William J. Roth, Jr., Mayor

\_\_\_\_\_  
Edward J. Riegler, Director of Law

Witnessed:

\_\_\_\_\_  
PRINT NAME \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME \_\_\_\_\_

Dated: \_\_\_\_\_

**THIS IS TO CERTIFY THAT THE AMOUNT REQUIRED TO MEET THE PAYMENTS PROVIDED THERE UNDER HAS BEEN LAWFULLY APPROPRIATED FOR SUCH PURPOSE AND IS IN THE TREASURY TO THE CREDIT OF AN APPROPRIATE FUND FREE FROM PREVIOUS ENCUMBRANCE.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Apple, Finance Director

**PAGES ONE AND TWO OF THE BID-CONTRACT MUST BE SUBMITTED IN DUPLICATE**

**BID - CONTRACT**

THE UNDERSIGNED, HEREBY PROPOSES to furnish to the City of Fairlawn, Ohio the **2007 STREET REPAIR**, which fully complies with the Specifications furnished by the City herein attached.

**CONDITIONS:** The Advertisement, Special Information for Bidders, General Instructions, Special Provisions, Specifications, Proposal, Addenda, and the several instruments therein referred to, together with the acceptance by the City, shall constitute the contract documents and shall be construed together to determine the agreement of the parties. THIS CONTRACT IS NOT VALID UNTIL ACCEPTED AND SIGNED BY THE APPROPRIATE OFFICIAL OF THE CITY OF FAIRLAWN, NOR UNTIL FUNDS HAVE BEEN APPROPRIATED BY THE COUNCIL.

THE TOTAL PRICE FOR THE **2007 STREET REPAIR**, PER ATTACHED SPECIFICATIONS:

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

**Total amount of Bid in Words**

\_\_\_\_\_ **Dollars**

ETHICS REGULATION:

Are you aware of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Fairlawn? \_\_\_\_ Yes \_\_\_\_ No  
(Please indicate with an "X")

If yes, please give the name of the individual and the nature of the interest, if known:

\_\_\_\_\_  
\_\_\_\_\_

PLEASE STATE ANY APPLICABLE DISCOUNT: \_\_\_\_\_

DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST OBTAIN A 100% PERFORMANCE BOND, AS STATED IN SECTION # 6. \_\_\_\_\_ YES \_\_\_\_\_ NO  
(Please indicate with an "X")

**BID – CONTRACT**

BIDDER (NAME OF COMPANY) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

FEDERAL ID \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

Witnessed:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\*\*\*\*\*

**BID ACCEPTED:**

The City of Fairlawn, Ohio

Approved as to Form:

By: \_\_\_\_\_  
William J. Roth, Jr., Mayor

\_\_\_\_\_  
Edward J. Riegler, Director of Law

Witnessed:

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

Dated: \_\_\_\_\_

**THIS IS TO CERTIFY THAT THE AMOUNT REQUIRED TO MEET THE PAYMENTS PROVIDED THERE UNDER HAS BEEN LAWFULLY APPROPRIATED FOR SUCH PURPOSE AND IS IN THE TREASURY TO THE CREDIT OF AN APPROPRIATE FUND FREE FROM PREVIOUS ENCUMBRANCE.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Apple, Finance Director

**NON-COLLUSION AFFIDAVIT**

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER. IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

State Of Ohio County Of \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder or Bidders)

\_\_\_\_\_  
(Name of Officer of Corporation or Individual of Sale Enterprise)

being duly sworn, do depose and say that

\_\_\_\_\_  
(Affiant or Affiants - Duly Authorized Officer or Representative of Bidder)

\_\_\_\_\_  
\_\_\_\_\_

and that \_\_\_\_\_  
(Name of Company, Corporation, Partner or Individual Making Bid)

\_\_\_\_\_  
\_\_\_\_\_ is or are the

only person(s) interested with \_\_\_\_\_ in the anticipated profits of  
(Name of Bidder)

the foregoing bid; and that said bid is made without any connection or interest in the profits thereof with any other person making any other bid for said work; that the said bid is in all respects fair and without collusion or fraud; and that no officer or employee of the City of Fairlawn is directly or indirectly interested therein.

\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF  
NON-DELINQUENCY OF PERSONAL PROPERTY TAXES  
O.R.C. 5719.042**

STATE OF OHIO

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

The undersigned, being first duly sworn, having submitted a bid for a contract to the City of Fairlawn on behalf of \_\_\_\_\_ hereby states that the bidder was not charged at the time the bid was submitted, with any delinquent personal property taxes on the general tax list of personal property of Summit County, and, that the bidder was not charged with delinquent personal property taxes on any county personal property tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

\_\_\_\_\_  
(Notary Public)

(SEAL)



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
**In accordance with section 2909.33 of the Ohio Revised Code**

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

|              |       |            |        |    |
|--------------|-------|------------|--------|----|
| LAST NAME    |       | FIRST NAME |        | MI |
| HOME ADDRESS |       |            |        |    |
| CITY         | STATE | ZIP        | COUNTY |    |
| HOME PHONE   |       | WORK PHONE |        |    |

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

|                            |       |            |        |    |
|----------------------------|-------|------------|--------|----|
| LAST NAME                  |       | FIRST NAME |        | MI |
| BUSINESS/ORGANIZATION NAME |       |            | PHONE  |    |
| BUSINESS ADDRESS           |       |            |        |    |
| CITY                       | STATE | ZIP        | COUNTY |    |

**DECLARATION**

**In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code**

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

**X**  
\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

**Ohio Department of Public Safety**  
**Division Of Homeland Security**

## **Terrorist Exclusion List**

As of July 20, 2006

### **U.S. Department of State List of Designated Foreign Terrorist Organizations**

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLF)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

### **U.S. Department of State Terrorist Exclusion List**

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries

4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)
39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)

52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

### **U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs**

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)
11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach) American Friends of the United Yeshiva (Kahane Chai and Kach) American Friends of Yeshivat Rav Meir (Kahane Chai and Kach) Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)