



**DEERFIELD TOWNSHIP  
2023 Landscaping Maintenance**

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## **LEGAL AD**

### **Deerfield Township 2023 Landscaping Maintenance**

Notice is hereby given that sealed bids will be received at the administration office of Deerfield Township, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, until January 30, 2023, at 1:00 pm. At said time, bids will be opened and read aloud for:

#### **Deerfield Township 2023 Landscaping Maintenance**

This will be according to the specifications on file with the Board of Trustees.

Information and specifications are available at the Deerfield Township Administration Building, 4900 Parkway Drive, Suite 150 Mason, Ohio 45040.

The Deerfield Township Trustees reserve the right to accept the lowest and best bid, to reject any and all bids, and to waive any irregularities in bids, which do not impair the bidding process. The Deerfield Township Trustees also reserve the right to conduct all necessary inquiries and investigations in determining the lowest responsible bidder.

By order of the Board of Trustees of Deerfield Township, Warren County, Ohio.

Eric Reiners, Administrator  
Deerfield Township

To be published in the Pulse Journal Newspaper, January 15, 2023 and January 22, 2023.

**BID PROPOSAL**  
**FOR**  
**Deerfield Township 2023 Landscaping Maintenance**

**DEERFIELD TOWNSHIP**  
**WARREN COUNTY, OHIO**

**BID OPENING INFORMATION**

Sealed bids shall be received at the Township of Deerfield until 1:00 p.m. local time, on January 30, 2023 at which time they will be opened and read aloud.

4900 Parkway Drive  
Suite 150  
Mason, Ohio 45040

All proposals shall be labeled:

***“Deerfield Township 2023 Landscaping Maintenance”***

## BID REQUIREMENTS

The successful bidder is required to submit proof of current coverage under Ohio Workman's Compensation Laws, Comprehensive Public Liability Insurance policy in an amount not less than \$500,000 for injuries, including accidental death to any one person, and \$1,000,000 on account of any one accident of claim, property damage insurance in an amount not less than \$100,000. All wages shall follow the prevailing wage guideline as set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code.

All bids shall be sealed and marked, ***Deerfield Township 2023 Landscaping Maintenance*** and mailed or delivered to the Deerfield Township Administrative Office, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, **on or before January 30, 2023 at 1:00 p.m.** at which time they will be opened and made public.

The Deerfield Township Trustees will require unit price bidding for the construction described in the specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

The Deerfield Township Trustees reserve the right to accept the lowest responsible bid, to reject any and all bids, and to waive any irregularities in bids, which do not impair the bidding process. The Deerfield Township Trustees also reserve the right to conduct all necessary inquiries and investigations in determining the lowest and best responsible bidder.

## INFORMATION REGARDING BIDS

Bidders may bid on the ***Deerfield Township 2023 Landscaping Maintenance***. Bids will be accepted only on forms available from the Deerfield Township.

Bidders shall make a visual inspection and take all the necessary measurements of the areas to be maintained, and shall submit written certification with their proposal that such inspection has been made.

The successful bidder must have proof of liability in an amount satisfactory to the township to protect the contractor and the township against any personal and property damages.

The successful bidder must supply all materials, equipment, utilities, labor and permits to complete the work.

The successful bidder shall have a pre-construction meeting with the project superintendent or representative from their company and the Township Public Works Director and Project Coordinator within ten (10) days from awarding of the contract.

Information and specifications are available from Chip Cowan or Billy Highfill at the Deerfield Township Administrative Building, 4900 Parkway Drive, Suite 150 Mason, Ohio 45040. Main Office : 513 701-6958

**GENERAL SPECIFICATIONS  
FOR  
Deerfield Township 2023 Landscaping Maintenance  
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO**

**GENERAL**

The performance of all work under this contract shall include the furnishing of all labor, materials, equipment, tools and permits for maintaining traffic for various phases of landscaping maintenance.

The bidder is cautioned to familiarize himself with the Specifications and to make a thorough examination of the conditions and to especially note the extent of work required in this contract.

Bidders are required to use the bid form furnished by the Township without alterations in submitting their bids. The Township reserves the right to reject any and/or all bids.

The current "State of Ohio Department of Transportation Construction and Materials Specifications" and Deerfield Township Standards and Specifications, are hereby made a part of these specifications and shall govern unless otherwise specified under the separate items herein or by notes shown, indicated or referred to on the plans.

**\* DEFINITIONS AND TERMS**

**THE TOWNSHIP**

The term "Township" is used herein shall be held to mean the Township of Deerfield, Warren County, Ohio, as represented by its duly authorized officers or agents.

**THE CONTRACTOR**

The term "Contractor" as used herein shall be held to mean the firm, corporation, company or individual contracting with the Township to do the work in the manner called for by these specifications.

**THE OWNER**

The term "Owner" as used herein shall be held to mean the Agent of Deerfield Township or his duly authorized representative.

## **TERMS OF CONTRACT**

Performance under this contract shall commence on or about March 1, 2023 and shall expire November 30, 2023, unless terminated earlier in accordance with the provision hereof. The contract shall be automatically renewable, at Deerfield Township's sole discretion, for three (3) additional one (1) year periods provided that (i) the Contactor is not in default under the Contract, (ii) the Contract has not been otherwise terminated, and (iii) the Contractor agrees to maintain the Price Per Spring Cleanup and Monthly Visits at 2023 prices. Notwithstanding the foregoing, either party may terminate this Contract by providing notice sixty (60) days prior to the termination of the then current term. The Contractor may terminate this contract by advance written notice to Deerfield Township submitted on or before **December 1, 2023** that would indicate that the Contractor does not wish to extend the Contract one additional year at the quoted rate for 2021 submitted with this bid proposal. If written notice is not received by the above listed date, the contract will automatically renew at the 2023 prices for the following year at the sole discretion of Deerfield Township.

## **GUARANTEE**

The contractor shall be required to keep all work done by their company in good condition for a term of one year from date of inspection by the Township

## **DISPOSITION OF MATERIALS**

On a day by day basis, all removed mulch debris and excess materials must be removed at the Contractor's expense and responsibility.

## **REPLACEMENT OR CORRECTION OF WORK**

The Contractor shall, upon receipt of notice from the Township, if any work, or part thereof, fails to conform to the Contract, promptly replace or correct (whichever the Township shall require) such work, or such party, so as to conform to Contract. The Contractor shall do so at his own expense and shall also bear expenses incident to such replacement or corrective work, including costs of transportation, removal of work, and replacement of repairs to and alterations in the work of other Contractors necessitated by the first mentioned replacement or corrective work.

If the Contractor is unable to fulfill the conditions of the Contract by replacing or correcting the work, they shall promptly and at their own expense, on request by the Township or the Owner, remove the affected work in its entirety, as a partial discharge of their liability for such inability.

## **PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Township's property from injury arising in connection with this Contract. The Contractor shall make good and hold the Township harmless from any such damage or

injury. The Contractor shall adequately protect adjacent property as provided by law and this Contract, and shall be held liable for all damages because of neglect to provide safe guards around all pits, openings and excavations. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

The Contractor shall replace or restore any tree, sprinkler head or any part of the irrigation system damaged during construction; this includes but is not limited to any fence or other structure damaged or destroyed and not required to be permanently removed under the provisions of this Contract.

**PROTECTION**

The Contractor shall erect and maintain sufficient guard rails, lights, barriers, barrels, etc. for the protection of the public and his employees during the time of construction. The Contractor shall follow the current "State of Ohio Department of Transportation Construction and Materials Specifications" Item 614 for maintaining traffic and obtain any permits they would need in doing so.

The Contractor and all employees shall adhere to the Manual of Uniform Traffic Control Devices requirements regarding high-visibility apparel when working within the Right-Of-Way. This requires all workers in highway work areas to wear Performance Class 2 or 3 of ANSI/ISEA 107 apparel. Safety vest standards are provided independently by the American National Standard Institute (ANSI). The ANSI defines Class 2 garments as meant for workers in traffic zones that exceed 25 miles per hour. ANSI recommends Class 3 garments for workers who are working on roadways where vehicle speed exceeds 50 miles per hour.

**INSURANCE**

The Contractor shall obtain, at his own expense and cost, insurance as set forth below:

Before any work embodied in the Contract will be permitted or performed, the Contractor shall furnish two copies of certificate of insurance as evidence that he has procured Public Liability and Property Damage Insurance, which shall protect him and his sub-contractors from all claims for damages for personal injuries, including accidental death, and which shall protect them from claims for property damages which may arise from their operations under the Contract.

The Contractor shall maintain such insurance coverage in not less than the following amounts:

Public Liability and Contingent Public Liability	
For one person.....	\$1,000,000.00
For one accident.....	\$1,500,000.00
Property Damage and Contingent Property Damage	
For one person.....	\$1,000,000.00
For one accident.....	\$1,500,000.00

All of the insurance referred to above shall be subject to the approval of the Township, and shall be kept in full force and effect until the work is accepted by the Township. The Contractor shall hold the Township harmless against all actions, claims or demands for damages of any kind or character whatsoever, which are caused by or resulting from the default, carelessness or neglect of the Contractor, his agent, employees or workmen in the prosecution of the work.

## **LIENS**

The Contractor shall deliver to the Township the work complete free from liens, claims or encumbrances for materials or labor used in the work. If any Contractor, subcontractor of any tier, material supplier, laborer, or other person performing services or providing labor or materials under the Contractor files a lien claim against the Project site or against public funds, and such lien claim does not result from the Owner's failure to make payment when due or other default by the Owner under this Agreement, then the Contractor shall settle or bond such lien claim within forty-five (45) days after Contractor acquires notice or knowledge of the lien. All expenses incurred by the Contractor in bonding, defending against, paying, or settling any such lien claim shall be borne by the Contractor.

## **BOND**

All bidders will be required to supply a bid guarantee and contract bond in the amount of total bid of project with their bid to assure that if the bid is accepted a contract will be entered into within thirty (30) days of receipt of bid:

## **PROGRESS PAYMENTS**

Monthly progress payments shall be made in which there will be retained (8%) eight percent of each monthly estimate up to the completion of (50%) fifty percent of the contract amount. Monthly progress payments after that time will be made in full with no additional retainer being withheld. Upon final acceptance of all work, the retainer being withheld shall be released with the final payment. Any retainer being withheld will not be deposited in a savings or escrow account.

An affidavit of original or sub-contractors including all material, equipment suppliers, and all labor showing that each has been paid or is due to be paid shall be notarized and submitted to the Township with each progress payment. No progress payment will be certified without the said affidavit.

## **SCOPE OF WORK**

The successful contractor shall provide the furnishing of all labor, materials, equipment and tools for various phases of landscape maintenance which includes but is not limited to applying herbicide, fertilizer, trimming, pruning, installation and removal of mulch, weeds, litter and debris; including all necessary work incidental thereto, the following tabulated areas in Deerfield Township, Warren County, Ohio.

**See 2023 Proposal and Maps**

**BIDDER'S ABILITY TO COMPLETE THE CONTRACT WORK:** The bidder is advised; that the Township may, prior to award of this Contract, require the Bidder to submit information verifying that he will be able to complete the work on or before the completion date indicated herein. Such information may include data indicating the Bidder's current and anticipated workload during the life of this Contract, the number and skills of personnel available to perform this work, the type and amount of equipment he has available or can obtain for this work, or any other information necessary to prove the Bidder's capabilities in this regard to the Township's satisfaction. This information may be used in determining the lowest and best bid.

**MAINTENANCE SEQUENCE:** The prosecution and progress of the Work shall be in accordance with ODOT Spec. 108.03. Deerfield Township reserves the right to determine the sequence of the landscape areas that are to be maintained. Deerfield Township also has the right to adjust the landscape maintenance sequence with no additional mobilization charges. Deerfield Township reserves the right to adjust, change, or withdraw all or part of the estimated quantities with no penalty or unit price change to the contract.

In additional to the progress schedule submitted as required in ODOT Spec. Section 108.02, the Contractor shall provide weekly updated progress reports. Changes in the work affecting the time of completion shall require the submission of a revised progress schedule.

At a mutually convenient location and time as determined by the Township, the contractor shall meet with the Project Coordinator to discuss maintenance activities. Weekly meetings will be held until the project has settled into a routine then meetings can be held on a biweekly or monthly basis.

**INSPECTION OF WORK:** Before any work is started the contractor must contact the Township for inspection of work. Any work done without Township approval or inspection will not be accepted or paid for.

**OSHA SAFETY REGULATIONS:** In addition to the requirements of ODOT Spec. 107.07, the Contractor shall comply with the construction safety requirements of the Occupational Safety and Health Act. A written safety policy shall be submitted to the Township for review. If the Contractor does not have a written safety manual, the Township will provide a written policy that will be adopted and followed by the Contractor.

The Contractor is responsible to hold safety meetings with all employees on a regular basis and provide the Township will a copy of the meeting minutes.

**MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the first quality, proper and sufficient for the

purpose contemplated. The Contractor shall furnish, if so required, satisfactory evidence as to the kind and quality of materials and workmanship.

All items of equipment and/or materials proposed for substitution must be approved by the Township in writing and shall be equal or be superior to the items specified in the Contract Documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of such revision shall be paid for by the Contractor at no additional cost to the Township.

***ANY ITEMS REQUIRED, INCLUDING LABOR, EQUIPMENT AND/OR MATERIALS BUT NOT SHOWN AS SEPARATE PAY ITEMS IN THE PROPOSAL, SHALL BE FURNISHED AND INSTALLED AS INCIDENTAL TO THE CONTRACT, EXCEPT AS NOTED IN THE SPECIFICATIONS. THIS PROVISION WILL REMAIN EFFECTIVE IN THE EVENT THAT THE TOWNSHIP OMITTED ITEMS ON THE BID TABS THAT ARE NECESSARY IN ORDER TO COMPLETE THE PROJECT AND REGARDLESS OF THE TOTAL COST OF THESE ITEMS. THE CONTRACTOR WILL NOT BE ISSUED A CHANGE ORDER OR PAID FOR THESE OMITTED ITEMS.***

Quantities shown are based on estimated field data. Actual quantities will be based on calculated field measurement and/or accepted receipts (material tickets).

***DEERFIELD TOWNSHIP RESERVES THE RIGHT TO ADD OR DELETE WORK (QUANTITIES) IF SO DESIRED***

**RESPONSIBILITY:** It shall be the responsibility of the Contractor to perform their work in such a manner as not to damage or destroy any existing facilities. If any such damage does occur due to the Contractor's operations, they shall replace the damaged portion at their expense.

**SITE CONDITIONS:** Prior to bidding, the Contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and completeness and record all pertinent information. The Contractor should anticipate wet weather and wet site conditions and make provisions accordingly to assure completing the project on time.

**USE OF PREMISES:** The Contractor shall confine his equipment, tools, the storing of materials, and the operations of their workmen within the right-of-way and/or work limits as approved by the Township. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.

**SANITARY SEWER FACILITIES:** Any work in conjunction with existing/proposed sanitary sewer facilities shall be in accordance with the rules and regulations of the Warren County Sewer and Water Department. The Contractor shall contact the County, at least 48 hours in advance of any work to be performed.

**OTHER PUBLIC UTILITIES:** The Contractor shall contact the proper Utility Company, at least 48 hours in advance of any work in the vicinity of underground and/or overhead lines. Field location by the Ohio Utilities Protection Service (OUPS) 1-800-362-2764, shall be made before any work by the Contractor.

**RESTORATION:** All areas affected by the Contractor's operations, shall be restored to their original condition within 72 hours of the completion of work causing restoration. The entrance to all construction sites shall be restored to the satisfaction of the Township and property owner.

Any items disturbed by the Contractor, but not shown or called out under these Specifications, shall be repaired or replaced in kind, as directed by the Township.

Cost for all labor, materials, and equipment necessary to complete the above work, shall be included with the pertinent Contract items and not a separate pay item.

**NOTIFICATION OF PROPERTY OWNERS:** The Contractor shall notify property owners affected by construction activities at least **48 hrs. before** the work begins. The property owner shall be told when and how long the work will take. **All streets in Deerfield Township shall be posted with No Parking signs at least 48 hours in advance.**

**RIGHT-OF-WAY, EASEMENTS, TRESPASSING AND ADJACENT PROPERTIES:** The Contractor shall perform all work within the limits of the existing right-of-way, and any additional right-of-way or easements which have been acquired specifically for this project as shown on the construction plans. Deerfield Township shall be held harmless and without any liability if the Contractor or any of its representatives enter private property outside of the easement(s) provided. The Contractor is advised to stake the easements.

The Contractor shall not cross the boundary line(s) of the temporary easements and/or permanent Right-of-Way as shown on the plans. The Contractor shall not enter private property outside of the easements provided even if invited by the property owners. The Contractor and all of his representatives shall be polite, courteous and friendly to all adjacent property owners at all times. The contractor shall respond in a timely manner to problems/complaints made by adjacent property owners such as mail delivery, trash pickup, access to driveways, debris, etc.

**FINAL INSPECTION:** When the Work has been entirely completed and the final cleaning up has been performed, the Township will inspect the improvement. If items remain which must be completed or remedied by the Contractor, he shall perform the work immediately upon being notified by the Township. When such items have been corrected by the Contractor, final inspection will be made. The work must pass final inspection before it will be accepted by the Owner.

**ACCEPTANCE AND FINAL PAYMENT:** After the final inspection has been made and the work has been approved by the Township, the final estimate and Final Statement of Cost will be prepared. If any items were erroneously over estimated in any partial estimate, such errors will be corrected in any subsequent partial estimate or in the final estimate, and the Contractor shall have no right to any such excess and shall not be entitled to any damage on account of such corrections in the final estimate.

The Owner reserves the right to demand from the Contractor the affidavit required in the Ohio Mechanics Lien Law before payment of the final estimate.

After the final estimate and Final Statement of Cost have been prepared and after the Contractor has fulfilled all of his obligations under the Contract, the Owner will pay the entire sum found to be due the Contractor after deducting all previous payments.

The date of acceptance of the work by the Owner shall be the date of approval of the Final Statement of Cost. This date will also begin the one-year warranty period for the entire project.

**NON-COLLUSION AFFIDAVIT**

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

SS:

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

\_\_\_\_\_, being first and duly sworn,  
deposes and says he is \_\_\_\_\_  
(sole owner, partner, president, sec., etc.)

of \_\_\_\_\_, the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, 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 price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, of to secure any advantage against \_\_\_\_\_ or person or persons 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 the contents thereof, or divulged information or data relative thereto any association or to any member of agent thereof.

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, Ohio

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

## **BONDING AND INSURANCE REQUIREMENTS**

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. **A bid guaranty from each bidder.** The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
  
- b. **A performance bond on the part of the Contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership or Individual)

Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Deerfield Township, Board of Trustees  
4900 Parkway Dr. Suite 150  
Mason, Ohio 45040

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**NOW, THEREFORE,** if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

\_\_\_\_\_  
(Principal)

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_

\_\_\_\_\_

**BID GUARANTY AND CONTRACT BOND**

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

---

\_\_\_\_\_ (Insert full name or legal title of Contractor and Address)  
as \_\_\_\_\_ Principal \_\_\_\_\_ and

\_\_\_\_\_ (Insert full name or legal title of Surety)  
as Surety, are hereby held and firmly bound unto the Deerfield Township Board of Trustees hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as:

**Deerfield Township 2023 Landscaping Maintenance**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals 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 this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, 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.

**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 bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent 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 will pay the Obligee the difference not to exceed ten percent 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 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; and

**IF THE SAID PRINCIPAL SHALL** well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, 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 benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; **THEN THIS OBLIGATION SHALL** be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the

Surety for any and all claims hereunder shall in no event exceed the 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 said contract or in or to the plans and specifications therefor 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 additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact

Title: \_\_\_\_\_

Surety Agent's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **EXPERIENCE STATEMENT**

The Bidder is required to state in detail in the space provided below, what work he/she has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his/her responsibility, experience, skill and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and evidence to the effect:

- (1) That the Bidder maintains a permanent place of business;
- (2) Has adequate facilities and equipment available for the work under the proposed contract.
- (3) That the Bidder has suitable financial means to meet obligations incidental to the work;
- (4) That the Bidder has appropriate technical experience and possesses sufficient skill and experience.

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## CONTRACT

**THIS AGREEMENT**, made this \_\_\_\_\_, with the Deerfield Township Trustees, 4900 Parkway Dr. Suite 150 Mason, Ohio 45040, hereinafter called Owner and \_\_\_\_\_ doing business as a corporation hereinafter called Contractor.

**WITNESSETH**; that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

### **Deerfield Township 2023 Landscaping Maintenance**

Hereinafter called the project, for the sum of \_\_\_\_\_ and all work in connection therewith, under the terms as stated in the conditions of the Contract; and at its own cost and expense furnish all the materials, supplied, machinery, equipment, tools, labor insurance, and other, accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. Contract Documents means and includes the following:

- A) Legal AD
- B) Bid Opening Information
- C) General Specifications
- D) Non Collusion Affidavit
- E) Bonding and Insurance Requirements
- F) Bid Guaranty and Contract Bond
- G) Experience Statement
- H) Contract
- I) E.E.O. Requirements
- J) Delinquent Property Tax
- K) Correction Period
- L) Release of Lien
- M) Certificate of Law Director and Fiscal Officer
- N) Certificate of Compliance
- O) Bidders Information
- P) Bid Proposal
- Q) Bid Form
- R) Technical Specifications
- S) Prevailing Wage Info and Affidavit of Compliance
- T) Landscaping List, Map

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written Notice to Proceed of the OWNER and to have the project completed and functioning within 275 consecutive calendar days after the date of the Notice to Proceed.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in two counterparts, each of which shall be deemed an original on the date first above written.

**THE BOARD OF TOWNSHIP TRUSTEES  
DEERFIELD TOWNSHIP, OHIO**

By: \_\_\_\_\_  
**Eric Reiners, Administrator**

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

**Contractor:**

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

Sign \_\_\_\_\_

Date \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS  
AND BID CONDITIONS FOR  
DEERFIELD TOWNSHIP CONSTRUCTION PROJECTS**

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:** (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project **shall** submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response?  Yes  No

**BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with Deerfield Township, the County, and the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from Deerfield Township, the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by Deerfield Township and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Deerfield Township construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to Deerfield Township as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as Deerfield Township may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by Deerfield Township, the contractor may be requested to protect the interests of the County.

**The bidder hereby adopts the foregoing covenants?**

Yes  No

**PLEASE NOTE:** *The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.*





# CORRECTION PERIOD

TO: DEERFIELD TOWNSHIP  
4900 PARKWAY DRIVE  
SUITE 150  
MASON, OHIO 45040

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

The undersigned, \_\_\_\_\_, having  
Heretofore entered into a contract with Deerfield Township, Ohio, dated \_\_\_\_\_,  
for the Improvement, Repair and Construction of:

## Deerfield Township 2023 Landscaping Maintenance

and in accordance with the terms of said contract do hereby guarantee that all labor and material furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair and Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one year from the date hereof. Furthermore, we agree to repair at our sole cost any work which we may affect or disturb in making the repairs herein contemplated.

\_\_\_\_\_  
By \_\_\_\_\_

Title \_\_\_\_\_

Guarantee Period Begins \_\_\_\_\_  
Date

# RELEASE OF LIEN

For and in consideration of \_\_\_\_\_, the undersigned

\_\_\_\_\_  
(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the Improvement, Repair and Construction of:

## Deerfield Township 2023 Landscaping Maintenance

In WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_

\_\_\_\_\_  
Title

This \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_, being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

\_\_\_\_\_  
Notary Public

NOTARY SEAL

My Commission Expires \_\_\_\_\_, 20\_\_.

# CERTIFICATION OF LAW DIRECTOR

This is to certify that I have examined these Contract Documents, for the Improvement of:

## Deerfield Township 2023 Landscaping Maintenance

Including the Information and Instruction to Bidders, the General Conditions and Specifications, Proposal, Contract, Insurance Certificates and the signatures affixed thereto, and that, to the best of my knowledge and belief they constitute a valid and legal contract and are in proper legal form.

\_\_\_\_\_  
Township Attorney

\_\_\_\_\_  
Date

# CERTIFICATION OF FISCAL OFFICER

This is to certify that the amounts required to meet the obligations of this Contract has been lawfully approved for the purpose of same and is in the treasury of Deerfield Township, Ohio, or is in the process of collection to the credit of the appropriate fund and is free from any prior encumbrances.

\_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
Date

**CERTIFICATE OF COMPLIANCE  
WITH THE EMPLOYMENT PROVISIONS OF THE  
FEDERAL IMMIGRATION AND NATIONALITY ACT AS A REQUIREMENT  
FOR DOING BUSINESS WITH DEERFIELD TOWNSHIP**

**DEERFIELD REQUIREMENTS**

The Trustees of Deerfield Township adopted a resolution on April 17, 2007 requiring that the Township include in all requests for proposal a requirement that any prospective contractor seeking to do business with the Township must certify their compliance with the employment provisions of the Immigration and Nationality Act ("INA"). The INA governs the treatment of aliens in the United States. Under the INA it is unlawful for any person or entity to hire or recruit an alien knowing the alien is unauthorized to work in the United States. Further, it is unlawful under the INA to hire an individual for employment in the United States without complying with employment verification requirements and such requirements include examination of identity documents completion of an I-9 Form for every employee hired. Bids lacking an executed original of this form will not be considered.

**CERTIFICATION OF CONTRACTOR**

Contractor or (name of company) \_\_\_\_\_ by its (title of officer) \_\_\_\_\_ certifies that it has not been convicted of or plead guilty to a violation of the Immigration and Nationality Act where said violation took place in Warren County, Ohio or any adjacent county within four years of the date of the certificate; that it shall comply fully with all terms of the Federal Immigration and Nationality Act during performance of the contract and require its subcontractor(s) to do the same, including, but not limited to, requiring all employees to provide identity documentation and complete an I-9 Form. Contractor acknowledges that if it or any of its subcontractors violate the employment provision of the Immigration and Nationality Act the contract may be terminated by the Township.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Date of Certification

## **BIDDER INFORMATION SHEET**

**ATTENTION BIDDER:** Please fill out this form and submit with your bid.  
(Please Print)

**COMPANY NAME:**

---

**CHIEF EXECUTIVE OFFICER:**

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**ADDRESS:**

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**PHONE NUMBER:**

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**FAX NUMBER:**

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**PROJECT CONTACT PERSON:**

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**PHONE NUMBER:**

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**DEERFIELD TOWNSHIP 2023 Landscaping Maintenance**

**PROPOSAL**

**THE FOLLOWING PROPOSAL IS HEREBY MADE TO:**

**DEERFIELD TOWNSHIP  
4900 PARKWAY DRIVE SUITE 150  
MASON, OHIO 45040**

**STIPULATED AMOUNT:** The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services required for the **DEERFIELD TOWNSHIP 2023 Landscaping Maintenance** for Deerfield Township, in accordance with the Plans, Specifications, and all Contract Documents prepared by Deerfield Township and in accordance with the unit prices bid in the proposal.

The Undersigned agrees that the following sub-contractors will be working under this contract and that no sub-contractor substitutions, additions, or deletions will be made without written consent from Deerfield Township.

<b><u>SUB-CONTRACTOR</u></b>	<b><u>ADDRESS (CITY,STATE)</u></b>	<b><u>CRAFT</u></b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

**ADDENDA:** The Undersigned hereby acknowledges receipt of the following Addenda:

<b><u>ADDENDUM NUMBER</u></b>	<b><u>DATED</u></b>
1.	_____
2.	_____
3.	_____

**KNOWLEDGE OF CONDITIONS AND CONTRACT DOCUMENTS:** The Undersigned has examined the site of the proposed work, the Plans, Specifications and all Contract Documents and understands the condition of the work to be preformed.

**CONTRACT TIME AND LIQUIDATED DAMAGES:** The Undersigned hereby acknowledges the time to complete the Contract and the subsequent damages thereof in accordance of all Contract Documents. The Undersigned agree to substantially complete the entire project by November 30, 2023.

**COMPLIANCE OF THE CONTRACTOR:** The Undersigned hereby agrees that he will comply with all the State Statutes relating to the liability insurance, working hours, State worker’s compensation insurance, OSHA safety regulations, prevailing wages and sanitary regulations which in any way may affect those engaged or employed for the work of this project.

**PROPOSAL GUARANTY AND CONTRACT BOND:** The Undersigned has submitted a Proposal Guaranty and Contract Bond in accordance with these Contract Documents.

**EXECUTION OF AGREEMENT:** Within ten (10) days from the official **NOTICE OF COMMENCEMENT**, the Undersigned agrees to execute the form of agreement, included as one of the Contract Documents, in accordance with the Contract Documents.

**Owner’s Right Reserved:** The Undersigned understands that the Owner reserves the right to award or reject a Proposal in accordance to the Contract Documents.

**PROPOSAL:** On bid tab sheet(s) as attached hereto.

**THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:**

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**Contractor**

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**BY: Name (Print)** **Title**

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**Signature** **Date**

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**Business Address**

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**City** **State** **Zip Code**

**Proposal for Deerfield Township  
2023 - Landscaping Maintenance**



<b>Company:</b>	
<b>Signature:</b>	
<b>Contact and Number:</b>	

	QUANTITY	UNIT	Total Cost	Notes:
<u>Innovation Way Median Island Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<u>Innovation Way Median, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>Duke Blvd. Roundabout Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<u>Duke Blvd. Roundabout, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>Socialville Fosters Road Roundabout Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<u>Socialville Fosters Roundabout, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>Socialville Foster Rd. &amp; Snider Rd. - Welcome to Deerfield Township Sign Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weed, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April

**Proposal for Deerfield Township  
2023 - Landscaping Maintenance**

<u>Socialville Foster Rd. &amp; Snider Rd. - Welcome to Deerfield Township sign, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>Columbia Rd Landscape Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<u>Columbia Rd Landscape, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>Columbia Rd./ Fields Ertel Roundabout Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<u>Columbia Rd./ Fields Ertel Roundabout, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>171 Loop Ramp Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<u>171 Loop Ramp, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>Mason Montgomery at Montgomery Fields Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<u>Mason Montgomery at Montgomery Fields, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<u>Irwin Simpson Median Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April

**Proposal for Deerfield Township  
2023 - Landscaping Maintenance**

<b><u>Irwin Simpson Median, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<b><u>Wilkens Blvd (5 Medians) Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<b><u>Wilkens Blvd (5 Medians) May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<b><u>Wilkens Blvd. - Island Tips Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<b><u>Wilkens Blvd. - Island Tips May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<b><u>SR 22&amp;3 (6 Medians) Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<b><u>SR 22&amp;3 (6 Medians) May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<b><u>U.S. 22&amp;3 (6 Medians) Late June Pruning</u></b>	1	LUMP		Cut-Back Russian Sage and Flame Amur Maple throughout all medians for site distance
<b><u>U.S. 22 &amp; 3 at Landen Deerfield Park - Welcome to Deerfield Township Sign Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weed, litter or debris)</u></b>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April

**Proposal for Deerfield Township  
2023 - Landscaping Maintenance**

<b><u>U.S. 22 &amp; 3 at Landen Deerfield Park - Welcome to Deerfield Township sign, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<b><u>U.S. 22 &amp; 3 at Menards - Welcome to Deerfield Township Sign Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weed, litter or debris)</u></b>	1	LUMP		Fertilizer and Herbicide in March, Black double shredded mulch in April
<b><u>U.S. 22 &amp; 3 at Menards - Welcome to Deerfield Township sign, May - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	1	LUMP		October-November (Trim, Prune and Cut-Back as needed)
<b><u>Juniper Bagworm Treatment- Late Spring</u></b>	1	LUMP		Treat all Junipers for Bagworms
		<b>Grand Total:</b>		

**Deerfield Township 2023 Landscaping  
Maintenance  
Technical Specifications**

**TECHNICAL SPECIFICATIONS  
FOR  
Deerfield Township 2023 Landscaping Maintenance Project  
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO**

**GENERAL:** In general, unless specifically set forth herein, the work, materials, and methods of measurement and payment shall conform to the applicable divisions and paragraphs (as noted on the Bid Proposal or in the plans) of the most current edition of the:

- A. State of Ohio Department of Transportation  
Construction and Material Specification  
Construction and Material Supplemental Specifications  
Standard Construction Drawings
- B. Warren County Construction and Material Standards
- C. Ohio Manual of Uniform Traffic control Devices for Streets and Highways

**SCHEDULE OF WORK:** No maintenance shall begin before March 1, 2023, and must be completed by November 30, 2023. The Contractor shall submit a written maintenance schedule to the Township before proceeding with any work. The Contractor shall inform the owner when they are on site. The schedule should include dates of material availability such as mulch, fertilizer, and herbicide. Work hours shall include Monday thru Friday and may include Saturdays and/or Sundays if necessary to meet the completion date.

**STORAGE OF MATERIAL:** The bidder shall be responsible for storing materials. The Township will not be responsible for lost products, vandalism, etc., in any way and will not be required to provide a local storage area.

**QUALIFICATIONS:** The contractor shall have all the resources of personnel, equipment, and material to provide the services that are described herein. It is the intent that sufficient resources be available at the contractor's place of business to provide complete repair and backup services for all elements.

**ITEM 614 - MAINTAINING TRAFFIC:** Traffic control, along with any permits it may require, shall be the sole responsibility of the Contractor. Deerfield Township shall be held harmless from liabilities caused by improper traffic control by the Contractor. The contractor shall indemnify Deerfield Township from any and all liabilities due to improper maintenance of traffic. All road construction signs shall also be the responsibility of the Contractor. All traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and the Ohio Department of Transportation Standards at all times.

Any devices determined by the Township to be substandard shall be repaired to the Township's satisfaction or immediately removed from the site and replaced with acceptable devices. Any temporary traffic control devices that the Township determines

to have become substandard during the course of the project shall be removed from the job site and immediately replaced by devices meeting the approval of the Township.

The contractor shall provide and maintain all signs, barricades, labor, flagmen, steel plates, etc., for all work on this project. The Contractor shall maintain access to all driveways in the work area for the project duration. The Contractor shall provide alternatives to garbage collection and emergency rescue services for all residents within the obstructed portions of the roadway during construction activities. The Contractor shall also provide continuous access for all businesses during the project.

Methods of maintaining traffic shall conform to the Manual of Uniform Traffic Control Devices and Item 614 of the ODOT Specifications. The cost for maintaining traffic and any permits required shall be included in each quantities unit bid price, not as a separate pay item unless noted.

Deerfield Township must approve any lane closures. Lane closures shall adhere to the Ohio Manual of Uniform Traffic Control Devices manual and may require an arrow panel. The expense of such items shall be considered incidental.

All costs for maintaining traffic shall be considered incidental to all other bid items and will not be paid as a specific unit bid item.

The Contractor and all employees shall adhere to the Manual of Uniform Traffic Control Devices requirements regarding high-visibility apparel when working within the Right-Of-Way. This requires all workers in highway work areas to wear Performance Class 2 or 3 of ANSI/ISEA 107 apparel. Safety vest standards are provided independently by the American National Standard Institute (ANSI). The ANSI defines Class 2 garments as meant for workers in traffic zones that exceed 25 miles per hour. ANSI recommends Class 3 garments for workers working on roadways where vehicle speed exceeds 50 miles per hour.

**RESTORATION:** All Restoration shall be included in the bid price. This includes but is not limited to labor, topsoil, seed, straw, and netting. Any damage to the existing sidewalk, irrigation system, driveways, roadway, or landscaping outside the specified project limits shall be repaired at the contractor's expense. All restoration must be performed promptly and at the direction of the Township.

**ITEM 204 – EXCAVATION OF SUBGRADE: UNDERCUTTING, AS DIRECTED BY THE TOWNSHIP:** Where areas of unsuitable subgrade material are found, the unsuitable material shall be removed and replaced as per Section 203.13. The removal of the material will be to the limits determined in the field by the Township, and the Township will measure the limits of the removal to determine quantities for payment. The Contractor shall be responsible for scheduling his operations with the Township to obtain the proper measurements for these calculations.

The Contractor shall remove the unsuitable materials from the site, and the Contractor shall be responsible for the proper disposal of said waste materials. The Borrow materials used for replacing the unsuitable subgrade materials shall consist of soils as described in Section 203 and shall be of such unit weight as to be satisfactory for

subgrade construction as required by the specifications. Granular materials shall not be used unless specifically authorized by the Engineer. The embankment materials shall be placed in layers and to the density requirements as described in Section 203. All subgrade areas beneath new pavement must be shaped and compacted in accordance with the plans and/or specifications.

The undercut areas beneath new pavement must be shaped and compacted using a heavy-duty, tamping-type compactor. Compaction shall be in accordance with the requirements for soil embankment in Section 203.12. The costs involved in removing the unsuitable material and furnishing; placing and compacting the Borrow materials shall be included in the unit bid price for Item 203 – Undercutting, regardless of the haul distances required in furnishing the Borrow material or disposing of the unsuitable material.

The Contractor shall take all necessary precautions so as to provide proper drainage and prevent standing water on the subgrade. Any unsuitable sub grade conditions that are caused by either the action and/or inaction of the Contractor shall be corrected to the satisfaction of the Township by the Contractor at the Contractor's expense.

It shall be noted that in those areas where the Township determines that the unsuitable sub grade material may be removed, replaced and recompacted so as to obtain the proper density and compaction, the provisions of this item will not apply and payment for the pertinent operations shall be made at the unit prices bid for Item 203, Excavation, Item 203 Embankment and/or Item 204, subgrade Compaction.

#### **ITEM 624 - MOBILIZATION**

This work consists of the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all field offices, buildings and other facilities necessary for work on the project; for all other work and operations that must be performed or costs incurred before beginning the work on the other contract items; and for demobilization.

Mobilization is not included as a pay item in this contract. Deerfield Township will not pay for this work separately but will consider it incidental to the other Contract Items.

#### **Item 659 Seeding and Mulching**

This work consists of placing topsoil, preparing the seed bed, and placing and incorporating seed, agricultural lime, commercial fertilizer, and placing mulching material used to achieve NPDES final stabilization.

Perform this work in areas shown on the plans for seeding and mulching.

Perform seeding and mulching after completing all work in the area and within 7 days of obtaining the final grade. If it is anticipated that future work may disturb an area, place

temporary NPDES compliant Best Management Practices as needed until final stabilization measures under this item can be installed. If the Contractor disturbs a final area, then the Contractor shall restore this area. With the Engineer's approval, the Contractor may apply permanent seed between October 30 and March 1 on projects started and completed within the same calendar year.

Use all excavation material in the work. Alternatively legally use, recycle, or dispose of all excavated materials according to 105.16 and 105.17.

**Deerfield Township 2023 Landscaping  
Maintenance  
Landscaping List**

**Landscaping List**  
**2023 - Landscaping Maintenance**



	<b>Notes:</b>
<b><u>Innovation Way Median Island Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Innovation Way Median, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Duke Blvd. Roundabout Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Duke Blvd. Roundabout, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Socialville Fosters Road Roundabout Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Socialville Fosters Roundabout, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Socialville Foster Rd. &amp; Snider Rd. - Welcome to Deerfield Township Sign Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weed, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Socialville Foster Rd. &amp; Snider Rd. - Welcome to Deerfield Township sign, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Columbia Rd Landscape Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Columbia Rd Landscape, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Columbia Rd./ Fields Ertel Roundabout Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March

**Landscaping List**  
**2023 - Landscaping Maintenance**

<b><u>Columbia Rd./ Fields Ertel Roundabout, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>I71 Loop Ramp Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>I71 Loop Ramp, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Mason Montgomery at Montgomery Fields Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Mason Montgomery at Montgomery Fields, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Irwin Simpson Median Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Irwin Simpson Median, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Wilkens Blvd (5 Medians) Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Wilkens Blvd (5 Medians) April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>Wilkens Blvd. (Median # 1) Late June Pruning</u></b>	Cut-Back All Plants in Median #1 for Site Distance
<b><u>Wilkens Blvd. - Island Tips Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March
<b><u>Wilkens Blvd. - Island Tips, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b>	October-November (Trim, Prune and Cut-Back as needed)
<b><u>SR 22&amp;3 (6 Medians) Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weeds, litter or debris)</u></b>	Fertilizer and Herbicide, Black double shredded mulch installed in March

**Landscaping List**  
**2023 - Landscaping Maintenance**

<p><b><u>SR 22&amp;3 (6 Medians) April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b></p>	<p>October-November (Trim, Prune and Cut-Back as needed)</p>
<p><b><u>U.S. 22&amp;3 (6 Medians) Late June Pruning</u></b></p>	<p>Cut-Back Russian Sage and Flame Amur Maple throughout all medians for site distance</p>
<p><b><u>U.S. 22 &amp; 3 at Landen Deerfield Park - Welcome to Deerfield Township Sign Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weed, litter or debris)</u></b></p>	<p>Fertilizer and Herbicide, Black double shredded mulch installed in March</p>
<p><b><u>U.S. 22 &amp; 3 at Landen Deerfield Park - Welcome to Deerfield Township sign, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b></p>	<p>October-November (Trim, Prune and Cut-Back as needed)</p>
<p><b><u>U.S. 22 &amp; 3 at Menards - Welcome to Deerfield Township Sign Spring Cleanup (apply slow release herbicide and fertilizer, edge beds as needed, remove any weed, litter or debris)</u></b></p>	<p>Fertilizer and Herbicide, Black double shredded mulch installed in March</p>
<p><b><u>U.S. 22 &amp; 3 at Menards - Welcome to Deerfield Township sign, April - November Maintenance (Monthly visits to keep the area weeded, litter and debris free. Freshen the mulch and prune as needed)</u></b></p>	<p>October-November (Trim, Prune and Cut-Back as needed)</p>
<p><b><u>Juniper Bagworm Treatment- Late Spring</u></b></p>	<p>Treat all Junipers for Bagworms</p>

**Deerfield Township 2023 Landscaping  
Maintenance**

**Maps**

NORTH TO:  
SOCIALVILLE-FOSTER &  
INNOVATION WAY  
ROUNDBOUT

ISLAND

Innovation Way

ISLAND

71

71

Winding Trail Pl

Wood Trail Dr

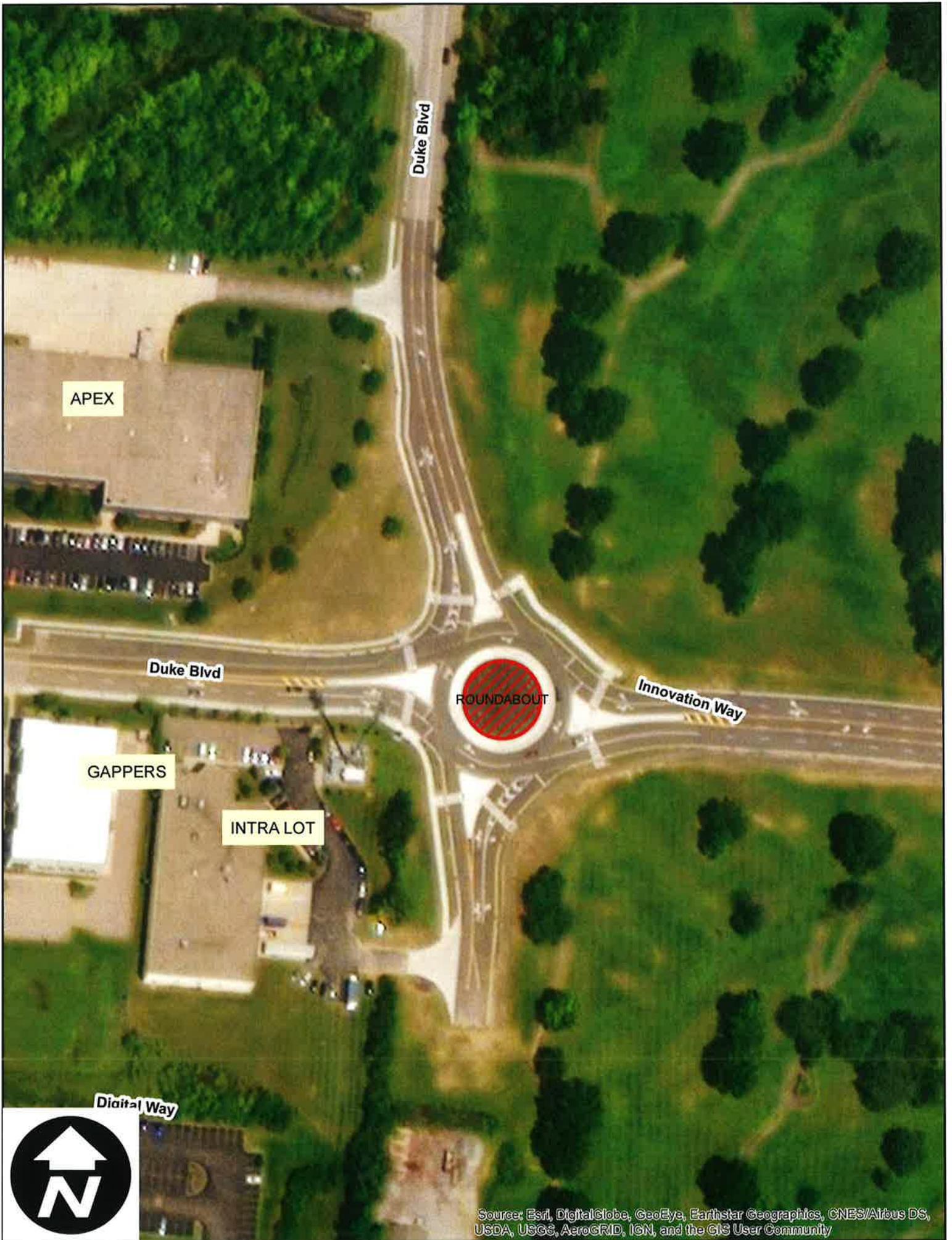
High Trail Ct

WEST TO:  
DUKE BLVD &  
INNOVATION WAY  
ROUNDBOUT

ISLAND



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographic  
USDA, USGS, AeroGRID, IGN, and the GIS User Commu



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

INTELLIGRATED

Innovation Way

Socialville-Fosters Rd

ROUNDABOUT

Socialville-Fosters Rd

Innovation Way

71

71





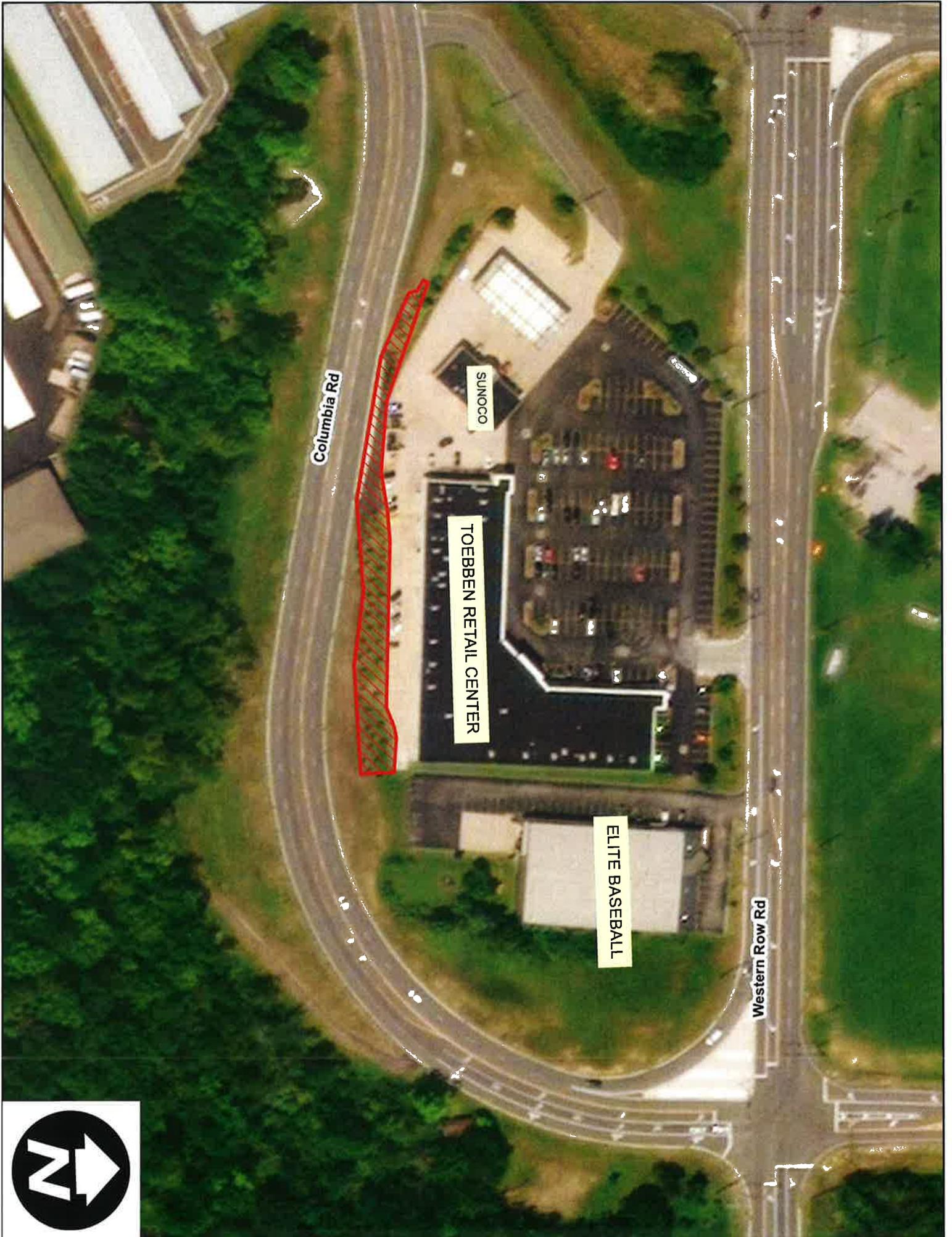
Date: 1/20/2022

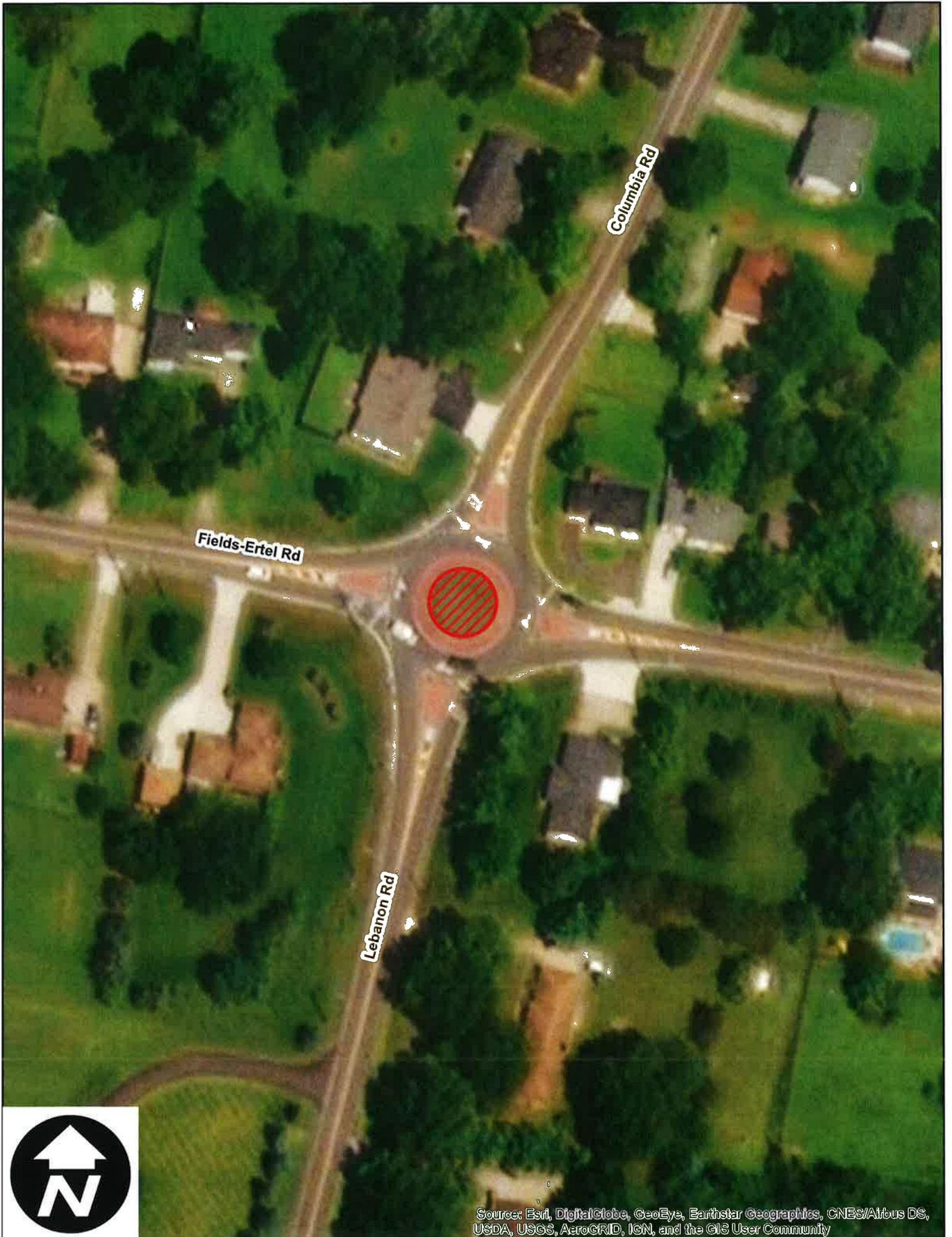
<b>Cadastral Lines</b>	Corporate Line	Parcel Line	Hardware
all other values	County Line	ROW Unknown Width Line	Subdivision Lot Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Audits Tract Line	Crossing Line	School Line	Tad Line
Civil Township Line	Subdivision Link Line	Section Line	VMS Line
			Vacated Road Line

1 inch = 47 feet

### Warren County Map

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

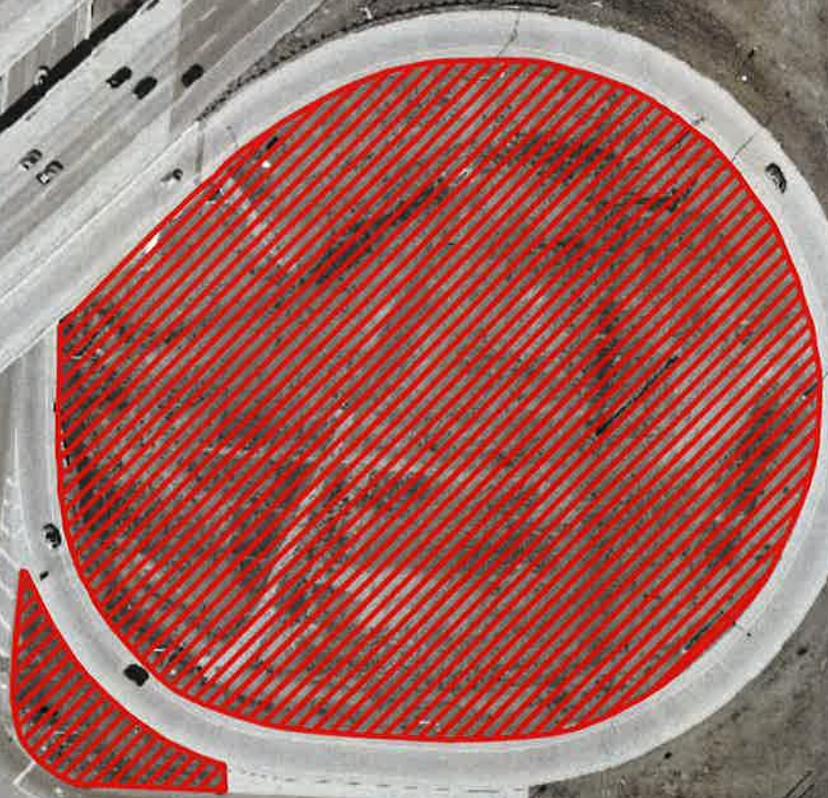
BP  
GAS STATION

Mason-Montgomery Rd

71

71

71 NB Entry



Fields-Ertel Rd

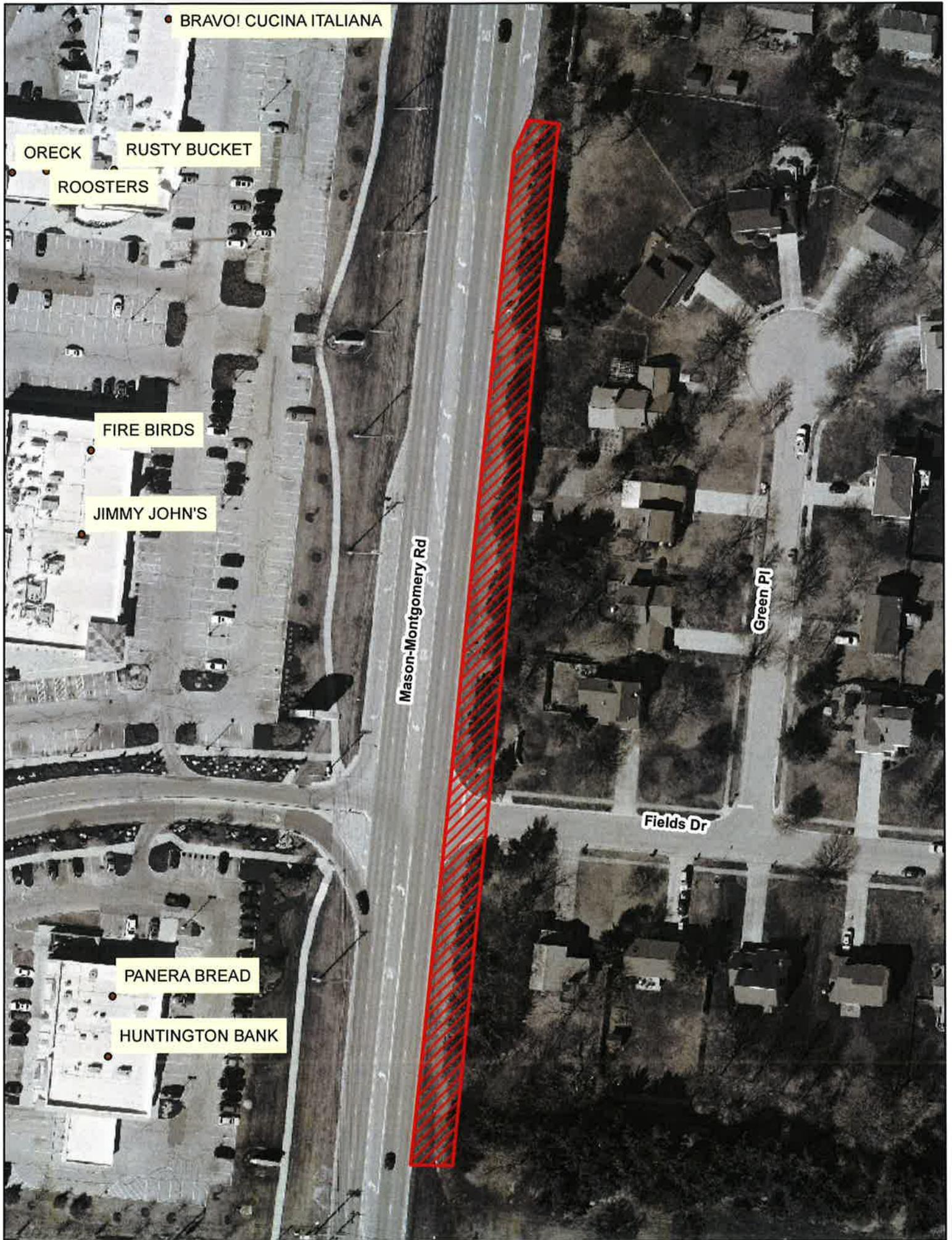
SPEEDWAY  
GAS STATION

Gregory Rd

ARBYS

MCDONALDS





• BRAVO! CUCINA ITALIANA

ORECK

RUSTY BUCKET

ROOSTERS

FIRE BIRDS

JIMMY JOHN'S

PANERA BREAD

HUNTINGTON BANK

Mason-Montgomery Rd

Green Pl

Fields Dr

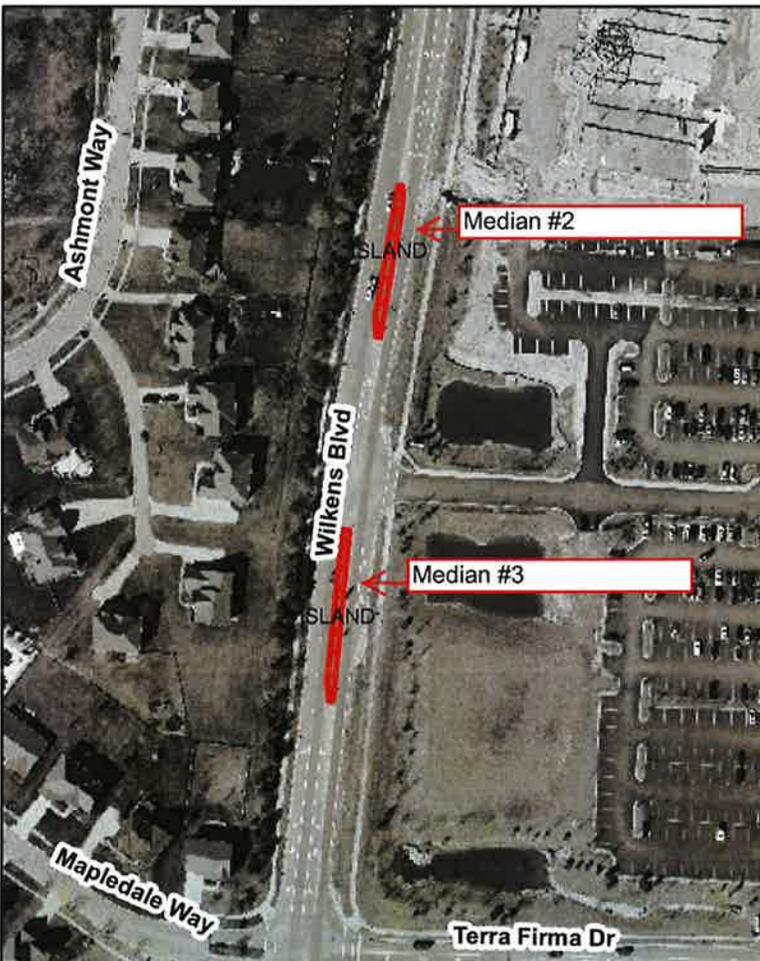
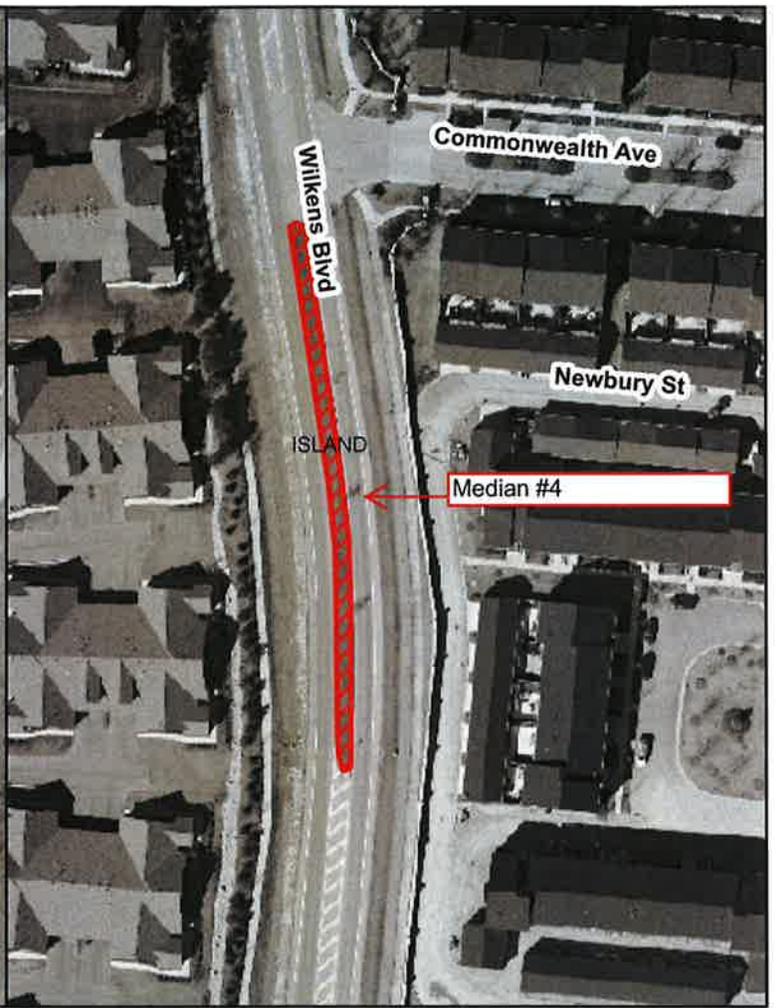
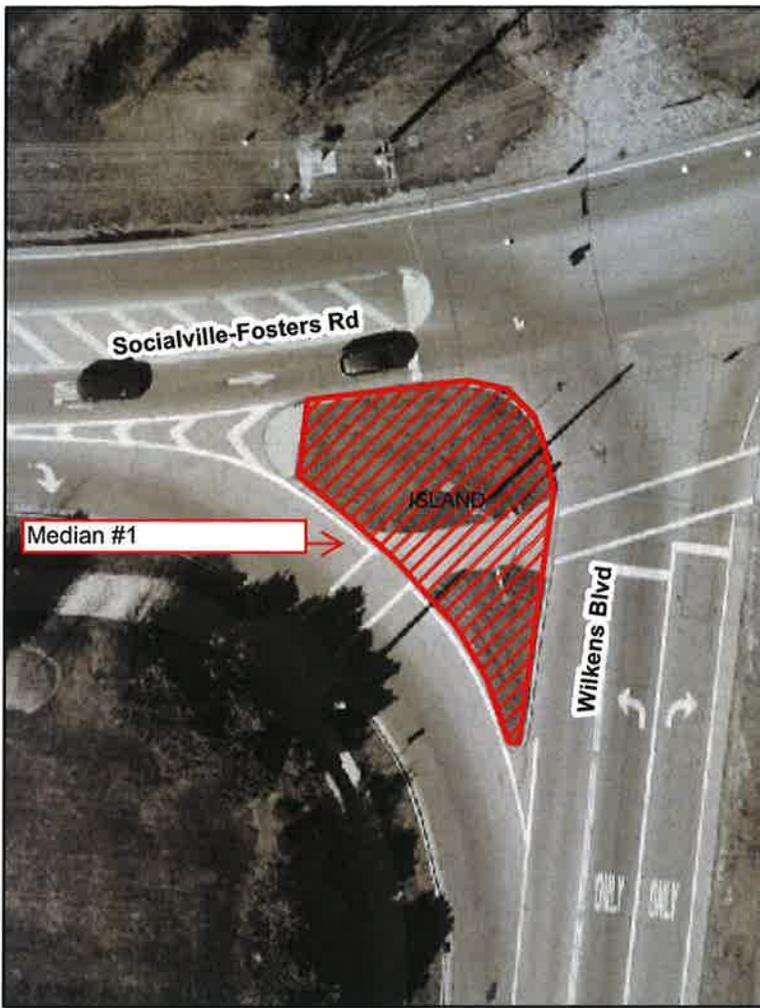


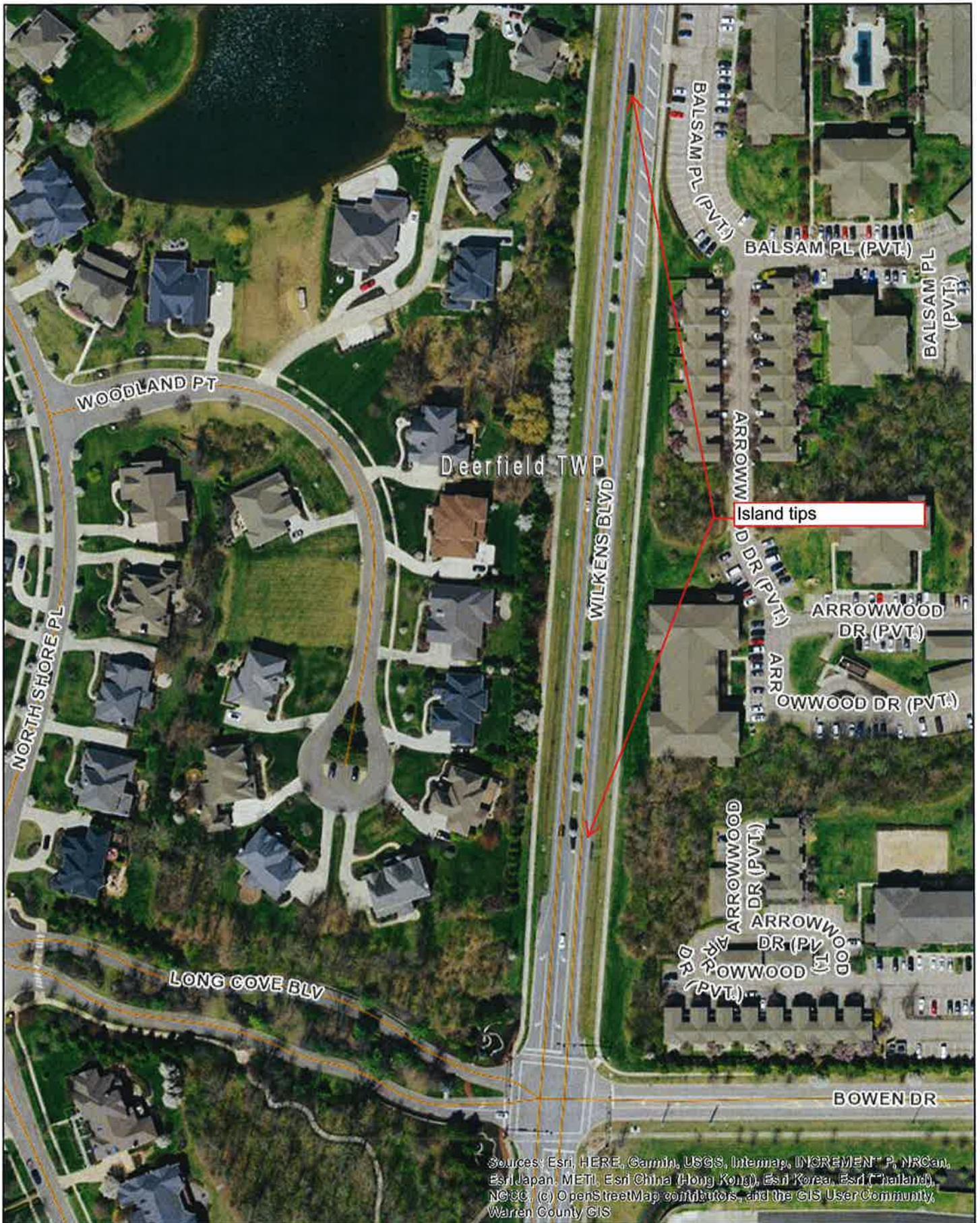
Irwin-Simpson Rd

ISLAND

EMERITUS OF LONG COVE

Deerfield Blvd





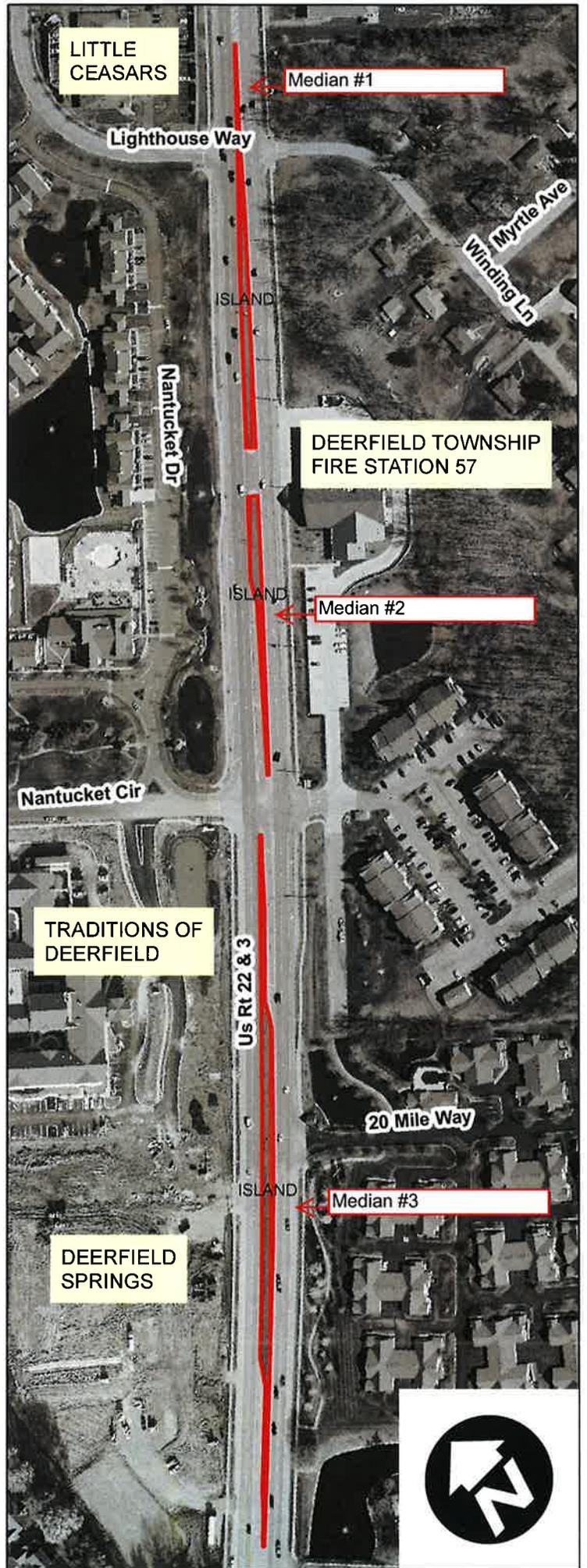
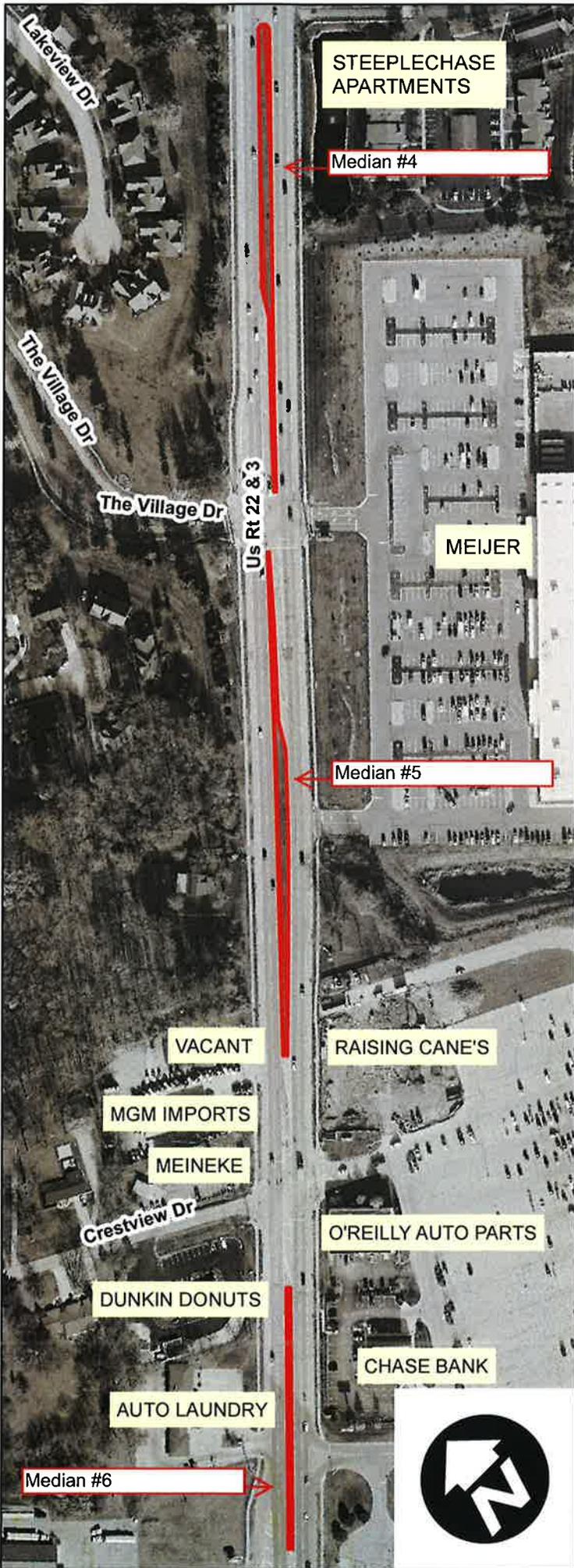
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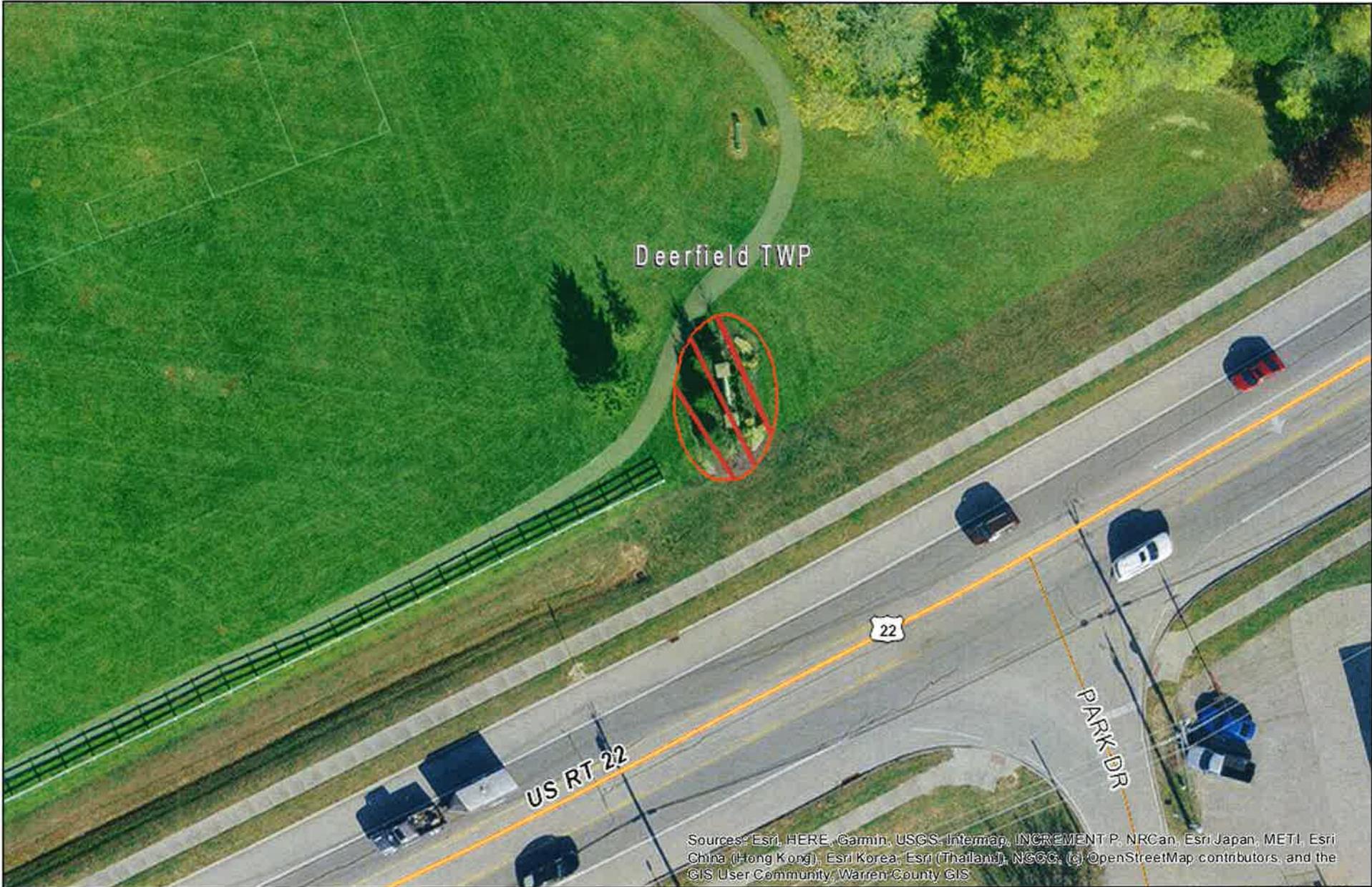
Cadastral Lines		Line Type	
Corporate Line	County Line	Other Water	City Lot Line
Parcel Line	RDW Unknown Width Line	Firm Lot Line	Road ROW
Subdivision Lot Line	Township and Range Line	Overpass Line	School Line
Section Line	Water Line	Gold Vision Unit Line	Section Line
			Unpaved Road Line

### Warren County Map

1 inch = 188 feet

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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Warren County GIS

Date: 1/20/2022

<b>Cadastral Lines</b>	Corporate Line	Parcel Line	Hardware
all other values	County Line	RDW Unknown Width Line	Subdivision Lot Line
<b>Line Type</b>	Farm Lot Line	Road ROW	Township and Range Line
Audits Tract Line	Crossing Line	School Line	Tract Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Isolated Road Line

1 inch = 47 feet

### Warren County Map

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Date: 1/20/2022

<b>Cadastral Lines</b>	Corporate Line	Parcel Line	Hardware
all other values	County Line	ROW Unknown Width Line	Subdivision Lot Line
<b>Line Type</b>	Farm Lot Line	Road ROW	Township and Range Line
Audubon Tract Line	Overpass Line	School Line	Tract Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Walled Road Line

1 inch = 94 feet

### Warren County Map

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