



DEERFIELD TOWNSHIP

2024 Rose Hill Cemetery Pavement Improvements Phase II

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LEGAL AD

Deerfield Township – ROSE HILL CEMETERY PAVEMENT IMPROVEMENTS

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 Thursday, March 21st, 2024 at 10:00 am. At said time, bids will be opened and read aloud for:

Deerfield Township - ROSE HILL CEMETERY PAVEMENT IMPROVEMENTS Phase II

This will be according to drawings and specifications on file with the Board of Trustees and is a Prevailing Wage project.

A pre-bid meeting is scheduled for March 13th at 10am onsite at Rose Hill Cemetery.

Information and specifications are available at the Deerfield Township office 4900 Parkway Drive Suite 150, Mason, OH 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 Cincinnati Enquirer Newspaper, March 1, 2024 and March 8, 2024.

BID PROPOSAL
FOR
Deerfield Township 2024 Rose Hill Cemetery Pavement Improvements Phase II

DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

BID OPENING INFORMATION

Sealed bids shall be received at the Township of Deerfield until 10:00 a.m. local time, on March 21st, 2024, 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 2024 Rose Hill Cemetery Pavement Improvements Phase II”

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 Rose Hill Pavement Improvements Phase II*** and mailed or delivered to the Deerfield Township Administrative Office, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, **on or before March 21, 2024, at 10:00 a.m.** at which time they will be opened and made public.

A Mandatory Pre-Bid meeting is scheduled for March 13th, 2024 at 10 am at Rose Hill Cemetery located at 171 Mason Montgomery Road, Mason, Ohio 45040. All bidders are required to attend unless they have contacted Deerfield Township for an exception.

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 2024 Rose Hill Pavement Improvements Phase II***. 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 streets to be paved, and shall submit written certification with their proposal that such inspection has been made.

The successful bidder must have proof of liability insurance 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 and labor to rotomill and resurface the township streets enumerated.

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 Joel Smiddy, at the Deerfield Township Administrative Building, 4900 Parkway Drive, Suite 150 Mason, Ohio 45040. Main Office: 513 701-6958

The Deerfield Township Trustees reserve the right to determine the sequence of the roads to be paved, and the order to be performed.

Deerfield Township reserves the right to accept or reject any or all bids or to waive any formality or technicality in any bid, and/or to accept any alternate or alternates of any bid in the interest of the Township.

Prevailing wage is to be paid on this project. It is the contractor's responsibility to ensure that current prevailing wage rates are paid during this project. The contractor is responsible for submitting certified payroll reports to Deerfield Township throughout this project.

**GENERAL SPECIFICATIONS
FOR
Deerfield Township 2024 Rose Hill Pavement Improvement Phase II
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO**

GENERAL

The performance of all work under this contract shall include the furnishing of all labor, materials, equipment and tools for various phases of street and road maintenance which includes but is not limited to full depth repair, pavement planning, asphalt resurfacing, concrete curb repair, catch basin repair, street sign removal/install, sidewalk and ramp removal/repair/installation and thermoplastic street paint.

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.

GUARANTEE

The contractor shall be required to keep all work done by him in good condition for a term of one year from date of inspection by the Township and any portion of the curbing, base and surface that becomes defective through settlement, by cracking, breaking of surface, or in any other manner, which in the opinion of the Township requires repair or replacement, shall be removed or replaced with new work, by the contractor, at the contractor's own expense. Portions or sections shall not be patched or repaired, but when repairs are ordered, the entire section or section shall be removed and replaced with new materials. All materials and workmanship in making repairs shall conform in every respect to the requirements of this specification.

DISPOSITION OF MATERIALS

On a day by day basis, all removed asphalt 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, he shall promptly and at his own expense, on request by the Township or the Owner, remove the affected work in its entirety, as a partial discharge of his 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. He shall make good and hold the Township harmless from any such damage or injury. He 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

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 street and road maintenance which includes but is not limited to full depth repair, pavement planning, asphalt resurfacing, concrete curb

remove/repair/replacement, catch basin remove/repair/replacement, street sign removal/install, sidewalk and ramp removal/repair/installation and thermoplastic street paint; including all necessary work incidental thereto, per the selected streets in Rose Hill Cemetery in Deerfield Township, Warren County, Ohio

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.

CONSTRUCTION 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 streets that are to be resurfaced. Deerfield Township also has the right to adjust the paving 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 addition 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 construction 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 with 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 his 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, he shall replace the damaged portion at his 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 his 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 to any association or to any member of agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 2024.

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 _____, 2024, 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 _____ 2024.

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 2024 Rose Hill Pavement Improvements Phase II

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 Obligees 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 Obligees 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 _____ 2024.

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.



CONTRACT

THIS AGREEMENT, made this _____ 2024, with the Deerfield Township Trustees, 4900 Parkway Dr. Suite 150 Mason, Ohio 45040, hereinafter called Owner, and _____ 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 2024 Rose Hill Pavement Improvements Phase II

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) Paving 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 120 consecutive calendar days after the date of the Notice to Proceed.

The Contractor also agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day after the 120 day performance period noted in 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 the prevailing wage upon this project.

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 Prevailing Wages and 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.*

**CERTIFICATE OF COMPLIANCE
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
(SUB CONTRACTOR)**

STATE OF _____)
COUNTY OF _____) SS:

_____ being first duly sworn, deposes and says that he

_____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2024.

_____ Notary (seal)

THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO.

AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____) SS:

_____ being duly cautioned and sworn, states as follows:

1. That he/she is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently
(Name of Contracting Party)
charged with any delinquent personal property taxes on the general tax list of personal property of Warren County.

-OR-

1. That _____ is charged with
(Name of Contracting Party)
delinquent personal property tax on the general tax list of personal property of Warren County. The amount of delinquent personal property tax due and unpaid including any due and unpaid penalty and interest is: \$ _____

Further, affiant states not.

Affiant

Sworn to and subscribed in my presence this ____ day of _____ 2024.

Notary Public

This instrument was prepared by _____.

Note to Fiscal Office: If any personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

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 2024 Rose Hill Pavement Improvements Phase II

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 2024 Rose Hill Pavement Improvements Phase II

In WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this _____ day of _____, 2024.

Name of Company

By _____

Title

This _____ day of _____, 2024, _____, 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 2024 Rose Hill Pavement Improvements Phase II

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:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:



DEERFIELD TOWNSHIP 2024 Rose Hill Pavement Improvements Phase II

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 2024 Rose Hill Pavement Improvements Phase II** 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.

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

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

<u>ADDENDUM NUMBER</u>	<u>DATED</u>
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 August 31, 2024.

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:

<hr/>		
Contractor		
<hr/>		
BY: Name (Print)	Title	
<hr/>	<hr/>	
Signature	Date	
<hr/>	<hr/>	
Business Address		
<hr/>		
City	State	Zip Code
<hr/>	<hr/>	<hr/>

Rose Hill Cemetery Pavement Phase II Bid form

ALL QUANTITIES LISTED BELOW ARE ESTIMATED AND SUBJECT TO CHANGE

Deerfield Township reserves the right to withdraw, adjust or change quantities at any time

Item	Quantity	Unit	Unit Cost	Total Cost
Item 254 Milling (Full Width)	6766	Sy		
Item 448 1.5" Asphalt Course Typ	1488	Ton		
Install 8" Conduit Type B	750	Lft		
Install 12" Type B	867	Lft		
2-2b Catch Basin	4	Ea		
18" Catch Basin	5	Ea		
#57 Stone	40	Cy		
Item 301 Asphalt Base	43	Cy		
Abandon 12" Pipe	226	Lf		
Abandon 18" Pipe	420	Lf		
Layout	1	LS		
Berming & Restoration	1,400	Sy		
Total Base Bid Price				

Company:

Date:

SIGNATURE

Deerfield Township Rose Hill Pavement

Phase II

Attachment #1

Technical Specifications

**TECHNICAL SPECIFICATIONS
FOR
Deerfield Township 2024 Rose Hill Cemetery Pavement Phase II
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 work shall begin before April 1, 2024, and must be completed by August. The entire project must be completed by August 31, 2024. The Contractor shall submit a written construction schedule to the Township before proceeding. The schedule should include dates of material availability, such as manholes, structural items, poles, and controllers. Work hours shall include Monday through Friday and may include Saturdays and/or Sundays if necessary to meet the completion date.

CHANGE ORDERS

No change orders involving performance or nonperformance contract quantities of project materials shall be processed without direct approval by the Park Director.

CONSTRUCTION LAYOUT STAKES: The Contractor shall be responsible for all layout and stakeout needs. Construction layout and staking shall be furnished as incidental work in the contract and shall not be included as a separate pay item. Locations for each support will be field checked, taking into account both underground and overhead obstructions and conflicts, and approved by the Engineer before beginning work.

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

QUALIFICATIONS: The contractor shall have all the personnel, equipment, materials, and resources to provide the services 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.

PROTECTION OF AREAS OUTSIDE OF WORK LIMITS

The Contractor shall be responsible for protecting areas outside the designated work limits but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas. Where the Deerfield Township Trustees and/or the County Engineer determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation will be due to the Contractor for any repair of these areas.

RIGHT-OF-WAY, TRESPASSING, AND ADJACENT PROPERTIES

The Deerfield Township Trustees and Warren County have acquired the easements as shown on the construction plans. The Contractor shall perform all work within the right-of-way, easements, and construction limits as shown on the road construction plans. If the Contractor chooses to enter private property outside the right-of-way, easements, and construction limits, the Contractor does so at their own risk. The Contractor and their representatives shall be polite, courteous, and friendly to all adjacent property owners. The contractor shall respond promptly to problems/complaints made by adjacent property owners, such as mail delivery, trash pickup, access to driveways, debris, etc.

The General Contractor shall indemnify and hold the Deerfield Township Trustees, Deerfield Township, the Warren County Engineer, and the Warren County Board of County Commissioners harmless and without liability if any adjacent property owner claims that their property has been damaged by the actions or inactions of the General Contractor or any subcontractors. The Contractor is advised to stake the right-of-way, easements, and construction limits. If the contractor chooses to stake the limits of the right-of-way, easements, and construction limits, payment for the staking shall be included in the lump sum price for Item 623, Construction Layout Stakes.

Utility Notification

The contractor shall call 8-1-1 or 1-800-362-2764 at least 48 hours before construction begins. By law, everyone must contact the Ohio Utilities Protection Service 8-1-1 or 1-800-362-2764 at least 48 hours but no more than ten working days (excluding weekends and legal holidays) before beginning ANY digging project. In accordance with the law, everyone is required to call OUPS and have the area located and marked before doing any digging in the area. The Contractor shall notify at least 48 hours before breaking ground all public and/or private service corporations and companies having wires, poles, conduits, manholes, or other structures that may be affected by the construction on this project, including all structures which are affected and not shown on the plans. Owners of underground utilities, which are members of OUPS, can be notified by calling 1-800-362-2764. Non-member underground utility owners must be called directly.

Utility Adjustments

The Contractor shall adjust to the proposed grade of all existing utility facilities, i.e., manholes, catch basins, valves, boxes, fire hydrants, etc., before the commencement of paving operation. This shall include utility facilities not shown on the plan, which may be found to be located within the pavement area. Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility owner and shall be performed under the direction, supervision, and inspection of said owner.

ITEM 614 - MAINTAINING TRAFFIC: Traffic control shall be the Contractor's sole responsibility. 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) as well as 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 determined by the Township 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 duration of the project, except when replacing the concrete curb, at which time the driveway may be blocked for up to a total of 4 days. 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 business during the project.

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

Any lane closures **must** be approved by Deerfield Township. 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.

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 448 - ASPHALT CONCRETE:

This item of work shall be placed in accordance with the ODOT - "Construction and Material Specifications" Modified as follows:

*****The ODOT 401.20 Asphalt Binder Price Adjustment is not being honored by Deerfield Township. No price adjustments for fuel or asphalt binder will be considered.***

These items shall consist of furnishing, placing, and compacting a surface course and/or a leveling course of aggregate and asphalt cement in compliance with ODOT Item 448 mixed in a central plant on a prepared surface in accordance with these specifications and in reasonably close conformity with the lines, grades, and typical sections shown on the plans or established by Deerfield Township. A "scratch" or leveling course may be required at the direction of the Township. 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. **The asphalt concrete shall not be placed if the temperatures do not meet or exceed the requirements outlined in Section 401.06 of the ODOT Construction and Material Specifications or approved by Deerfield Township.**

The Contractor does not have the option to use 402 Asphalt Concrete Intermediate Course or 404 Asphalt Concrete Surface Course.

Contact surface around and along curbing, gutter, valve chambers, manholes, inlet castings, utility box castings, etc., shall be painted with a thin coating of AC-20, meeting the requirements of ODOT Item 702 of the Specifications. Tack coat shall be included as incidental to the unit bid cost for Item 448 – Tons of Asphalt Concrete.

Gutters shall be sealed with AC-20 immediately before or after the completion of the surface course. Catch basins and manholes are not to be sealed.

When directed by the Owner, inlets shall be covered during resurfacing. All asphalt that has dropped into inlets and catch basins shall be immediately removed.

The Contractor shall furnish the Owner with daily quantity reports.

Payment for all work described above, including paving a leveling course, labor, tack coat, material, and equipment, complete and accepted, shall be at the unit price bid as shown in the Proposal for *Item 448 - Tons of Asphalt Concrete*.

ITEM 407 - TRACKLESS TACK COAT:

All streets to be resurfaced and/or leveled (Item 448) shall be tack coated with SS-1h at the rate of 0.05 to 0.10 gallons per square yard, as directed by the Township and in

accordance with Item 407. Cover aggregate, if needed, shall be used as directed by Deerfield Township.

In addition to street surfaces, all surfaces of curbs, gutters, manholes, boxes, sides of base repairs, etc., shall be painted with AC-20 prior to paving or filling. After final paving, all curbs, gutters, asphalt pavement edges, manholes, etc., shall be sealed with AC-20.

Cost for all work described above, including labor, material, and equipment, shall be included as incidental to *Item 448 – Tons of Asphalt Concrete*, and not as a separate pay item.

ITEM 254 - PAVEMENT PLANING:

This work includes the removal of the existing wearing course at depths between 1 and 3 ½" inches in accordance with ODOT Item 254 - "Construction and Material Specifications" modified as follows:

The contractor is to use extreme care not to damage the existing concrete gutter. Selection of method and equipment to perform this work is the Contractor's sole responsibility. Should damage occur to the gutter, the Contractor shall stop this operation immediately and modify his method or equipment.

Butt joints shall be formed at the limits of the surface course in roads previously surfaced with asphalt by removing the existing asphalt to a minimum depth of one inch (1") at the joint and tapering to zero (0) in a minimum distance of ten feet (10') for each inch of surface to be placed.

All cross streets shall be resurfaced back to the curb returns and finished with a butt joint unless otherwise directed.

All termini on the roads being resurfaced shall have butt joints. **Work on the road is to begin within one (1) week of cutting butt joints and/or milling.**

The Contractor shall furnish the Owner with daily quantity reports.

Payment for this work, including all materials, labor, and removal of materials, shall be at the unit price bid for *Item 254 – SY of Pavement Planing*.

ITEM 604 - STORM OR SANITARY MANHOLE/CATCH BASINS ADJUSTED TO GRADE

Storm manholes, sanitary manholes, and catch basins shall be adjusted to the final pavement grade using shim rings SUPPLIED and installed by the Contractor. If shim rings are not readily available, **or if the manhole or catch basin must be lowered to grade**, the contractor shall make necessary adjustments by carefully removing and cleaning the existing frame, adjusting the height of supporting walls, and resetting the existing frame in a bed of Portland Cement Concrete, Item 499 Class C, to the new grade. Payment for all work, including labor, material, granular fill, traffic control, equipment and disposal shall be at the unit price bid as shown in the Proposal for either *Item 604 Storm or Sanitary*

Manhole / Catch Basin Adjusted (raised) to grade, or Item 604 Storm or Sanitary Manhole / Catch Basin Adjusted (lowered) to grade – each.

ITEM 608 – WALKS, CURB RAMPS, AND TRUNCATED DOMES

This work shall include the removal and replacement of the existing curb and gutter in accordance with the ODOT - "Construction and Material Specifications" modified as follows.

Work shall also include full-depth saw cutting, removal, and disposal of the existing sidewalk, curb, and gutter to the line approved by the Engineer.

All restoration must be completed within 72 hours of concrete being poured. No further work will be permitted if restoration is not completed within the allowed time frame.

All disturbed or broken sprinkler heads or irrigation lines shall be fixed at the contractor's expense; the area must be restored to pre-construction.

Concrete shall be Class C. Access to driveways may not be blocked for more than four (4) days for any reason. The contractor is responsible for notifying property owners at least 24 hours before beginning work.

Concrete **must** be cured with a spray-applied white-pigmented curing compound. The contractor is responsible for all restoration, including topsoil, seed, straw, netting, etc. Restoration must be completed within one week of concrete being poured.

The new curb and gutter shall match the grade and section of the existing curb. Subgrade below the existing curb shall be re-compacted before the placement of the new curb. If the sub-grade under the curb is soft, the material shall be removed to firm grade and re-compacted with clay material. This cost is to be included in this unit it is not a separate pay item.

New dowels shall be drilled and installed into the existing gutter on both ends. This shall consist of two 5/8" reinforced steel bar 18" in length drilled 9" into existing sound concrete. The dowels into the existing curb shall be grouted. Dowels shall be greased and capped in the new curb area.

The contractor shall install expansion joint material. All work, material, and labor associated with the expansion materials shall be included in this item's unit cost.

New curb ramps shall be installed with Detectable Warnings that consist of raised **truncated domes** with a diameter of nominal 0.9 in (23 mm), a height of nominal 0.2 in (5mm), and a center-to-center spacing on nominal 2.35 in (60 mm) and shall contrast visually with adjoining surfaces, either light on dark or dark on light. Materials used must conform to ODOT specifications. Truncated domes are to be installed at a distance of 4"-6" from the back of the curb for the entire width of the ramp opening.

Cast-in-place composite paver tiles must be used instead of brick pavers. The minimum size is 24" x 48" and must be tamped into the freshly poured concrete, not affixed to the surface. The color must be brick red. Ensure the surface of the tile is clean before the concrete setting. The contractor must remove the protective plastic covering from the tile after construction.

Payment for all labor, materials, and traffic control shall be at the unit price bid for:

SF Sidewalk, LF of Curb or SF Truncated Dome

ITEM 609 - COMBINATION CURB AND GUTTER, REMOVE & REPLACE

This work includes furnishing and constructing curbs, combination curbs and gutters, medians, and traffic islands. This work also consists of excavating, backfilling, furnishing and installing joint materials, and disposing of surplus excavation and discarded materials.

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 limits of the removal will be measured by the Township in order to determine quantities for payment. The Contractor shall be responsible for scheduling his operations with the Township so that the proper measurements may be obtained 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 sub grade materials shall consist of soils as described in Section 203 and shall be of such unit weight as to be satisfactory for sub grade 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 sub grade 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 schedule and conduct all of his operations from the removal of the existing pavement through the compaction of subgrade so as to protect and maintain at all times the condition of the exposed subgrade material. The Contractor shall take all necessary precautions so as to provide proper drainage and prevent standing water on

the subgrade. Any unsuitable subgrade 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 recompact 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 604 – CATCH BASIN OR INLET RECONSTRUCTED TO GRADE

This work shall include the reconstruction of catch basins or inlets to grade in accordance with the ODOT - "Construction and Material Specifications" modified as follows.

Work shall also include full-depth saw cutting, removal, and replacement of the existing curb and gutter to the line approved by the Township. All restoration, including asphalt, low slump mortar, topsoil, seed and straw, traffic control, labor, and any other material, including casting replacement if required, necessary to complete the reconstruction shall be considered incidental and included in the unit bid price for Item 604- Catch Basin or Inlet Reconstructed to Grade.

ITEM 644 – THERMOPLASTIC PAVEMENT MARKING

This work shall consist of furnishing and applying extruded thermoplastic pavement markings in accordance with 641, 644, 740.04, 740.10, and the additional requirements as described herein.

Equipment for applying thermoplastic marking material shall include a kettle for melting the material and maintaining it at the proper temperature. The kettle shall have a thermostat to control material temperature and prevent overheating. The equipment shall continuously mix and agitate the molten material. The parts of the equipment which convey the material from the kettle to the application point shall maintain the material at the required temperature. Thermometers shall be furnished which measure the temperature of the kettle contents and the material temperature in close proximity to the point of application. The equipment shall provide a means for cutting off lines with a square end and shall provide a means for applying dashed lines. Surface-applied glass beads shall be applied by an automatic bead dispenser attached to the equipment so that the beads are immediately and uniformly dispensed over the marking surface. The bead dispenser shall be equipped with an automatic cut-off control synchronized with the cut-off of the thermoplastic material.

The applicator portion of the equipment shall be suitable for the extruded markings application method. The application equipment for applying extruded markings shall consist of dies of varying widths to produce different widths of lines. The use of pans, aprons, or similar devices that the die overruns shall not be permitted.

The equipment shall ensure uniformity in the thickness and width of lines. Lines 300mm (12 inches) wide or less shall be formed by one application pass; lines wider than 300mm (12 inches) shall be formed by no more than two passes. Individual passes shall not overlap but may be separated by a gap not greater than 6mm (1/4 inch). Layout and premarking are to be included in the unit bid price for *Item 644 – Thermoplastic Pavement Marking*.

****All existing pavement markings are to be replaced in kind, or with temporary traffic paint at the end of each work day on any milled or newly paved surfaced.***

No traffic tape shall be used.

The cost associated with the temporary pavement markings shall be incidental to the contract. There will be no additional pay item for this work.

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 251 and 252 – PARTIAL AND FULL DEPTH REPAIRS

This work shall include partial and full-depth repairs in accordance with the ODOT – 251 and 252 "Construction and Material Specifications" modified as follows.

Asphalt concrete 402 mix is to be used all on all partial depth repairs.

All partial depth repairs shall be a minimum of three (3) inches in depth as directed by the owner.

All patches are to be sealed with AC-20 within 48 hours.

Payment for this work includes all materials, labor, and removal of materials, which shall be at the unit price bid for *Item 251 and Item 252 – TN of asphalt*.

Item 202 – Removals

This work shall consist of the removal, wholly or in part, and satisfactory disposal of all buildings, fences, guardrails, structures, old pavements, abandoned pipelines, storage tanks, septic tanks, privy vaults, and any other obstructions that are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in this road construction contract. It shall also include salvaging designated materials and backfilling the resulting trenches, holes, and pits.

ITEM 203 - Roadway Excavation and Embankment

This work consists of preparing areas upon which embankments are to be placed; excavating for roadways and channels, including the removal of all material encountered not being removed under another item; constructing embankments with the excavated material and material from other approved sources as necessary to complete the planned embankments; furnishing and incorporating all water required for compacting embankment; disposing of unsuitable and surplus material and finishing shoulders, slopes, and ditches.

All excavation is considered unclassified excavation. If the excavation contains regulated materials such as garbage, solid waste, and hazardous waste or material, the Contract Documents will detail the removal for these items.

Use removed or excavated materials in the Work when the material conforms to the specifications; if not, then recycle or dispose of the material according to 105.16 and 105.17.

ITEM 411 STABILIZED CRUSHED AGGREGATE

This work consists of placing a compacted course or courses of crushed aggregate. Construct the subgrade according to Item 204. Use the spreading and compaction requirements of Item 304, except as modified by the following:

- A. Use a maximum compacted lift thickness of 6 inches (150 mm).
- B. Perform the initial compaction of the material by using crawler type tractors, tamping rollers, trench rollers, suitable pneumatic tire equipment, or other suitable equipment.
- C. Perform final compaction of the surface of the stabilized crushed aggregate by using approved pneumatic tire equipment.

Unless otherwise specified in the Contract Documents, the Engineer will perform all compaction tests according to Supplement 1015.

ITEM 452 NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT

This work involves constructing a non-reinforced portland cement concrete pavement on a prepared surface.

ITEM 601 SLOPE AND CHANNEL PROTECTION

This work consists of the excavation for and the construction of gutters, riprap, concrete, grouted items, tied concrete block mats, articulating concrete block revetment systems, crushed aggregate, or rock items for protecting slopes and channels.

Use removed or excavated materials in the Work when the material conforms to the specifications; if not, then recycle or dispose of the material according to 105.16 and 105.17.

ITEM 602 MASONRY

This work consists of constructing headwalls, pipe cradles, collars, and other brick and masonry units of the types and sizes specified.

Use removed or excavated materials in the Work when the material conforms to the specifications; if not, recycle or dispose of the material according to 105.16 and 105.17.

ITEM 611 PIPE CULVERTS, SEWERS, DRAINS, AND DRAINAGE STRUCTURES

This work consists of constructing conduits and constructing and reconstructing drainage structures. This work also includes preparing installation plans, performing inspections, and providing reports and other required documentation.

ITEM 632 – TRAFFIC SIGNAL EQUIPMENT

The Contractor is responsible for supplying, delivering, and installing Traffic Signal Equipment. This work also includes necessary excavation and backfill, disposal of discarded materials, restoration of disturbed facilities, and surfaces to a condition equal to that before the Work started, and electrical testing is specified.

ITEM 638 WATER MAINS AND SERVICE BRANCHES

This work involves constructing water mains and service branches, including fire hydrants, water meters, corporation stops, service boxes, service stops, valves, fittings, and valve boxes.

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 future work is anticipated to 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, 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.

ITEM 832 – STORM WATER POLLUTION PREVENTION PLAN (SWP3), APP AND THE CO-PERMITTEE NOI APPLICATION, APP

The Contractor is responsible for supplying a Storm Water Pollution Prevention Plan (SWP3) that meets the Ohio EPA NPDES (National Pollutant Discharge Elimination System) Permit requirements. The Warren County Engineer's Office will provide the contractor and/or its engineer with a GIS image with topography, which may be used to prepare a (SWP3).

The Contractor shall develop the SWP3 in accordance with Item 832 after the contract is awarded and prior to any construction activity. The Contractor's engineer must sign, seal, and submit the proposed SWP3 to the Warren County Engineer's Office for review by the Warren County Soil & Water Conservation District. The contractor shall not begin work until the proposed SWP3 is approved by the Warren County Soil & Water Conservation District.

The Contractor shall prepare the SWP3 in accordance with the NPDES Statewide Construction Storm Water General Permit (CGP) Requirements and in compliance with the Ohio EPA requirements as specified in the publication called the "Ohio Environmental Protection Agency Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System" pages 1-40, which is available online at www.epa.ohio.gov/dsw/permits/GP_ConstructionSiteStormWater.aspx. Go to this website, and then click on the link labeled General Permit OHC000003.

The Deerfield Township Trustees will submit an NOI application to the Ohio EPA. After receiving an approval letter from the Ohio EPA, the Deerfield Township Trustees will

provide a copy of the approval letter to the contractor. The County's approval letter will assist the contractor while preparing the required Co-Permittee NOI application.

The Contractor shall complete a Co-Permittee Notice of Intention (NOI) application to request shared coverage under the NPDES construction Stormwater General Permit (CGP). The contractor shall certify their intention to comply with the CGP when submitting the completed Co-Permittee NOI application. The Contractor shall complete the Co-Permittee NOI application in accordance with the OEPA's instructions and shall also submit a copy of the application to the Project Manager at the preconstruction meeting.

The contractor shall submit the contractor's completed Co-Permittee NOI application to the Ohio Environmental Protection Agency. The Co-Permittee NOI application and instructions are available on the internet at www.epa.ohio.gov/dsw/storm/stormform.aspx. The Contractor shall insure that conditions of the SWP3 and approved NOI be met at all stages of construction. The Contractor shall inspect and maintain the project site in accordance with the "OEPA Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollution Discharge Elimination System." The Contractor shall indemnify and hold harmless Warren County, Warren County Commissioners, Warren County Engineer, Deerfield Township, the Deerfield Township Trustees and the Engineer for any action(s) or non-action(s) which does not comply with the NPDES Construction Storm Water General Permit (CGP) requirements or the Ohio EPA's requirements and regulations as set forth in the "OEPA Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollution Discharge Elimination System" pages 1-40.

The Contractor shall distribute the 'duty to inform signature forms' to each subcontractor and return all original signed forms to the Project Manager. The SWP3, the "OEPA Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollution Discharge Elimination System" (pages 1-40), the County's NOI approval letter, the contractor's Co-Permittee NOI approval letter and the OEPA letters granting permit coverage shall be retained on-site during working hours.

The Contractor shall inspect, implement and maintain the SWP3 in compliance with the Ohio Environmental Protection Agency regulations as specified in the publication titled "Ohio Environmental Protection Agency Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System," pages 1-40. The Contractor shall also maintain the project site as directed by the Engineer and the Warren County Soil and Water Conservation District Inspector. The Contractor shall execute the design details created in the Storm Water Pollution Prevention Plan in accordance with Item 832 and implement the SWP3 utilizing the Soil Erosion and Sediment Control Items 207 included in the bid proposal. The Contractor shall furnish and install temporary sediment and erosion control best management practices required prior to any ground disturbing activity. All pollution prevention measures must be maintained for the duration of construction or until all upslopes have been properly stabilized as determined by the Warren County Soil and Water

Conservation District. The Contractor shall remove all best management practices before the project is accepted. Unless otherwise noted, payment for all of the work stated above shall be included in the bid prices for Item 832 SWP3, APP and Item 832 Co-Permittee NOI Application, APP.

PERMITS

The contractor is responsible for obtaining all R/W permits from Warren County, for any associated work.

Deerfield Township Rose Hill Pavement

Phase II

Attachment #2

Prevailing Wage Info / Affidavit of Compliance



**Department
of Commerce**

Division of Industrial Compliance

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$98,974 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$29,653 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9099

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov

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Division of Industrial Compliance

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 - 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 - 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 - 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
 - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
 - 1. Time cards, time sheets, daily work records, etc.
 - 2. Payroll ledger/journals and canceled checks/check register.
 - 3. Fringe benefit records must include program, address, account number, & canceled checks.
 - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
 - 1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9099

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov

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**Department
of Commerce**

Division of Industrial Compliance

- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - 1. Employees' names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators (Group)
 - b. For all apprentices, show level/year and percent of journeyman's rate
 - 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
 - 6. Gross amount earned on all projects during the pay period.
 - 7. Total deductions from employee's wages.
 - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



**Department
of Commerce**

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further
certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages
paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	

[illegible]

Date _____ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title _____

Signature _____

Deerfield Township Rose Hill Pavement

Phase II

Attachment #3

Cemetery Map

