



**DEERFIELD TOWNSHIP,
WARREN COUNTY, OHIO
KINGS MILLS IMPROVEMENT PROJECT PHASE IV**

Page	
2	LEGAL AD
3-5	BID OPENING INFORMATION
6-12	GENERAL SPECIFICATIONS
13	NON COLLUSION AFFIDAVIT
14-16	BONDING & INSURANCE REQUIREMENTS
17-18	BID GUARANTY AND CONTRACT BOND
19	EXPERIENCE STATEMENT
20-22	CONTRACT
23-25	E.E.O. REQUIREMENTS
26	DELINQUENT PROPERTY TAX
27	CORRECTION PERIOD
28	RELEASE OF LIEN
29	CERTIFICATION OF LAW DIRECTOR AND FISCAL OFFICER
30	CERTIFICATE OF COMPLIANCE
31	EXCEPTION SHEET
32-34	BID PROPOSAL
Attachment 1	BID FORM
Attachment 2	TECHNICAL SPECIFICATIONS
Attachment 3	PREVAILING WAGE INFORMATION



Kings Mills Improvement Project Phase IV

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 July 2, 2024, at 10:00 a.m. At said time, bids will be opened and read aloud for:

Kings Mills Improvement Project Phase IV

According to specifications on file with the Board of Trustees, This will be a Prevailing Wage project. The project includes but is not limited to asphalt roadway widening, sanitary sewer, water, curb, and retaining wall construction.

Starting on June 16, 2024, copies of the Bidding Documents may be purchased at:

ARC
4219 Malsbury Road
Cincinnati, Ohio 45242
Ph. (513) 326-2300
www.e-arc.com

Bidding documents are available at the bidder's cost to cover production and handling charges for each set, NONE OF WHICH WILL BE REFUNDED.

Each bidder is required to furnish with their proposal a Bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The Deerfield Township Trustees reserve the right to accept the lowest and best bid, reject any bids, and waive irregular bids that 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-Ky Enquire on June 16, 2024, and June 23, 2024.

BID PROPOSAL
FOR
KINGS MILLS IMPROVEMENT PROJECT PHASE IV

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 July 2, 2024, at which time they will be opened and read aloud.

4900 Parkway Drive
Suite 150
Mason, Ohio 45040

All proposals shall be labeled:

“Kings Mills Improvement Project Phase IV”

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 outlined in Sections 4115.03 through 4115.16 of the Ohio Revised Code.

All bids shall be sealed and marked ***KINGS MILLS IMPROVEMENT PROJECT PHASE IV*** and mailed or delivered to the Deerfield Township Administrative Office, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, **on or before July 2, 2024, at 10:00 a.m.** at which time they will be opened and made public.

The Deerfield Township Trustees will require unit price bidding for the construction described in the specifications. Estimated quantities shall extend these unit prices to develop a total cost for the project.

The Deerfield Township Trustees reserve the right to accept the lowest responsible bid, reject any bids, and waive any irregularities in bids that 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 KINGS MILLS IMPROVEMENT PROJECT PHASE IV. Bids will be accepted only on forms available from the township.

Bidders shall make a visual inspection, take all the necessary measurements of the paved streets, and submit a written certification with their proposal that such assessment has been completed.

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

The successful bidder must supply all labor, equipment, and materials to complete the project.

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 the contract.

Questions regarding the Construction Plans and Technical Specifications should be directed to Billy Highfill or Chip Cowan at the Deerfield Township Administrative Building, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040. Main Office: 513 701-6958.

Starting June 16, 2024, copies of the Bidding Documents may be purchased at:

ARC
4219 Malsbury Road
Cincinnati, Ohio 45242
Ph. (513) 326-2300
www.e-arc.com

Bidding documents are available at the bidder's cost to cover production and handling charges for each set, NONE OF WHICH WILL BE REFUNDED.

The Deerfield Township Trustees reserve the right to determine the order of work to be performed.

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

**GENERAL SPECIFICATIONS
FOR
KINGS MILLS IMPROVEMENT PROJECT PHASE IV
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO**

GENERAL

The performance of all work under this contract shall include furnishing all labor, materials, equipment, and tools for all phases of the project as outlined in the specifications and plans.

The bidder is cautioned to familiarize themselves with the specifications, thoroughly examine the conditions, and note the extent of work required in this contract.

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

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

*** DEFINITIONS AND TERMS**

THE TOWNSHIP

The term "Township" shall be used herein 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 mean the firm, corporation, company, or individual contracting with the Township to do the work in the manner these specifications call.

THE OWNER

The term "Owner" as used herein shall 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 the 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 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, 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 their work from damage and shall protect the Township's property from injury arising in connection with this Contract. They shall make suitable and hold the Township harmless from any such damage or injury. The contractor shall adequately protect adjacent property as provided by law and this Contract and shall be held liable for all damages because of neglect to safeguard all pits, openings, and excavations. The contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by a public authority or local conditions.

The Contractor shall replace or restore any tree, sprinkler heads, or any part of the irrigation system damaged by him, sewer or drain, water, gas, or other pipe, fence, or other structure interfered with by him, 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., to protect the public and their employees during 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 the 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 is 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 Township accepts the work.

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 workers in the prosecution of the work.

LIENS

The Contractor shall deliver the work completely free from liens, claims, or encumbrances for materials or labor used in work to the Township. 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 the total bid of the 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 withheld retainer shall be released with the final payment. The withheld retainer will not be deposited in a savings or escrow account. An affidavit of original or sub-contractors, including all material, equipment suppliers, and 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

This PROJECT includes roadway widening work, sanitary sewer construction, and storm sewer construction on Oak Street, Maple Street, and Church Street in Deerfield Township, Warren County, Ohio. The project is called Kings Mills Improvement Project. The work includes new construction with full-depth pavement due to a significant profile adjustment on Cherry Street and Miami Street and widening the asphalt roadway using storm sewers, curb, and retaining walls. The improvements also include concrete walks, water installation, and storm sewer construction.

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 known 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 execution 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 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 adapt, 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 completion time 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.

The Township reserves the right to determine the sequence of work should a schedule change be required.

INSPECTION OF WORK: Before any work is started, the contractor must contact the Township to inspect the work. Any work done without Township approval or review will not be accepted or paid.

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 the Contractor will adopt and follow.

The Contractor is responsible for regularly holding safety meetings with all employees and providing 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 satisfactory evidence as to the kind and quality of materials and workmanship if so required.

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

ANY ITEMS REQUIRED, INCLUDING LABOR, EQUIPMENT, AND 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 WOULD REMAIN EFFECTIVE IF THE TOWNSHIP OMITTED ITEMS ON THE BID TABS THAT ARE NECESSARY TO COMPLETE THE PROJECT REGARDLESS OF THE TOTAL COST OF THESE ITEMS. THE CONTRACTOR WILL NOT BE ISSUED A CHANGE ORDER OR PAID FOR THESE OMITTED ITEMS.

The quantities shown are based on estimated field data. Actual amounts will be based on calculated field measurements and accepted receipts (material tickets).

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

RESPONSIBILITY: It shall be the Contractor's responsibility to perform his work in such a manner as not to damage or destroy any existing facilities. If any such damage occurs 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, note pertinent bidding information, verify the Contract Documents as to their accuracy and completeness, and record all relevant information. The Contractor should anticipate wet weather and wet site conditions and make provisions accordingly to complete the project on time.

USE OF PREMISES: The Contractor shall confine their equipment, tools, the storing of materials, and the operations of their workers within the right-of-way and 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 by the rules and regulations of the Warren County Sewer and Water Department. The Contractor shall contact the Warren County Water and Sewer Department at least 48 hours in advance of any work performed.

OTHER PUBLIC UTILITIES: The Contractor shall contact the proper Utility Company at least 48 hours before any work in the vicinity of underground and 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:

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 unless otherwise listed.

NOTIFICATION OF PROPERTY OWNERS: The Contractor shall notify property owners affected by construction activities at least 48 hours before the work begins. The property owner shall be told when and how long the job will take.

RIGHT-OF-WAY, EASEMENTS, TRESPASSING, AND ADJACENT PROPERTIES: The Contractor shall perform all work within the existing right-of-way limits and any additional right-of-way or easements explicitly acquired for this project shown on the construction plans. Deerfield Township shall be held harmless and without any liability if the Contractor or its representatives enter private property outside 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 permanent Right-of-Way as shown on the plans. The Contractor shall not enter private property outside of the easements provided even if the property owners invite. The Contractor and all of his representatives shall be polite, courteous, and friendly to all adjacent property owners. The contractor shall respond promptly to problems/complaints made by adjoining 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. A final inspection will be made when the Contractor has corrected such items. The work must pass a final inspection before the Owner accepts it.

ACCEPTANCE AND FINAL PAYMENT: After the final inspection and the Township has approved the work, the final estimate and cost statement will be prepared. Suppose any items were over estimate in any partial assessment. In that case, such errors will be corrected in any subsequent partial calculation or the final estimation. 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 to the Contractor after deducting all previous payments.

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

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

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

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

Affiant

Sworn to and subscribed before me this ____ day of _____, 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 the 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 their 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 the 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 they 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 thereunder 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, an extension of time, alteration or addition to the terms of the contract or the WORK or 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:

KINGS MILLS IMPROVEMENT PROJECT PHASE IV

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 the project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten 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 every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material, therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; **THEN THIS OBLIGATION SHALL** be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the

Surety for any claims hereunder shall in no event exceed this obligation's penal amount as stated herein.

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 the work or 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 they have 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 their 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 the appropriate technical experience and possesses sufficient skill and experience.



CONTRACT

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

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

KINGS MILLS IMPROVEMENT PROJECT PHASE IV

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) Technical Specifications
- E) Non-Collusion Affidavit
- F) Bonding and Insurance Requirements
- G) Bid Guaranty and Contract Bond
- H) Experience Statement
- I) Contract
- J) E.E.O. Requirements
- K) Delinquent Property Tax
- L) Correction Period
- M) Release of Lien
- N) Certificate of Law Director and Fiscal Officer
- O) Certificate of Compliance
- P) Bidders Information
- Q) Bid Proposal
- R) Bid Forms
- S) Prevailing Wage Info and Affidavit of Compliance

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 the timeframe provided in the bid documents.

The Contractor also agrees to pay the sum of \$500 as liquidated damages for each consecutive calendar day after the 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 to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend the 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 sub-consultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or sub-consultants 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 the failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The 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 the County, 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 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 the County 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 County construction contracts.

Suppose the contract is terminated for a material breach of EEO requirements. In that case, the contractor shall become liable for any damages which shall accrue to the County 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 the County 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 parties as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____ No

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

CORRECTION PERIOD

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

DATE: _____

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

KINGS MILLS IMPROVEMENT PROJECT PHASE IV

and in accordance with the terms of the 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 the 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 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:

KINGS MILLS IMPROVEMENT PROJECT PHASE IV

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:

KINGS MILLS IMPROVEMENT PROJECT PHASE IV

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 are 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

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. ***If there are no exceptions, please indicate "none" below.***

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

BIDDER INFORMATION SHEET

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

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL: _____



KINGS MILLS IMPROVEMENT PROJECT PHASE IV
BID 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 **KINGS MILLS IMPROVEMENT PROJECT PHASE IV** 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. _____

4. _____

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 performed.

CONTRACT TIME AND LIQUIDATED DAMAGES: The Undersigned hereby acknowledges the time required to complete the Contract and the subsequent damages thereof in accordance with all Contract Documents. The Undersigned agrees to substantially complete the entire project by June 1, 2025.

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:

PROJECT GRAND TOTAL BID \$ _____

Details on the bid tab sheet(s) as attached hereto.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

BY: Name (Print) Title

Signature Date

Business Address

City State Zip Code

**Deerfield Township Kings Mills Improvement
Project – Phase IV
Attachment #1
Bid Form**



Kings Mills Improvement Project - Phase IV

Bid Form

* Bidder responsible for ensuring cells calculate properly

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
ROADWAY					
201	Clearing and Grubbing	1	LS		
202	Pavement Removed, Asphalt Driveway	50	SQ YD		
202	Pavement Removed, Concrete Driveway	176	SQ YD		
202	Curb Ramp Removed	8	EACH		
202	Sidewalk Removed	9,235	SQ FT		
202	Pipe Removed, 24" and Under	492	FEET		
202	Catch Basin Removed	6	EACH		
202	Curb Removed	570	FEET		
202	Fence Removed and Replace	90	FEET		
202	Remove Misc: Sprinkler System	5	EACH		
202	Remove Misc: Landscape Light	10	EACH		
202	Remove Misc: Landscape Rock	5	EACH		
203	Excavation	4,266	CU YD		
203	Embankment	122	CU YD		
203	Granular Repair of Subgrade	300	CU YD		
204	Geogrid (Triax TX-7) Tensar or Approved Equal	200	CU YD		
204	Embankment, Type C Granular	400	SQ YD		
204	Excavation of Subgrade	800	CU YD		
608	4" Concrete Walk	10,075	SQ FT		
608	Curb Ramp Type A1	9	EACH		
611	Valve Box Adjusted To Grade	4	EACH		
680	Irrigation Spray Head	100	EACH		
680	Irrigiantion Line - 1" PVC Piping	500	FEET		
SPECIAL	Utility Pole Removal, As Per Plan	5	EACH		
SUBTOTAL					
PAVEMENT					
204	Subgrade Compaction	4,754	SQ YD		
204	Proof Rolling	8	HOURS		
254	Pavement Planing	1,580	SQ YD		
301	Asphalt Concrete Base, PG 64-22	664	CU YD		
301	Asphalt Concrete Base, PG 64-22 (Driveway)	8	CU YD		
304	Aggregate Base	800	CU YD		
407	Tack Coat For Intermediate Course	476	GAL		
407	Tack Coat	4	GAL		
448	Asphalt Concrete Intermediate Course, Type 1 PG64-22	265	CU YD		
448	Asphalt Concrete Surface Course, Type 1, PG64-22	276	CU YD		
448	Asphalt Concrete Surface Course, Type 1 PG 64-22 (Driveway)	2	CU YD		
452	6" Non Reinforced Concrete Drive Approach	3	SQ YD		
452	6" Non Reinforced Concrete Driveway	26	SQ YD		
609	ODOT Curb, Type 6	3,181	FEET		
SUBTOTAL					



* Bidder responsible for ensuring cells calculate properly

DRAINAGE					
611	4" Conduit, Type B	200	FEET		
611	4" Conduit, Type E	200	FEET		
611	6" Conduit, Type C	200	FEET		
611	6" Conduit, Type F	200	FEET		
611	8" Conduit, Type C	200	FEET		
611	8" Conduit, Type F	200	FEET		
611	8" DI Pipe CL 53	300	FEET		
611	8" Conduit, ADS Corrugated Plastic or Approved Equal	200	FEET		
611	12" Conduit, ADS Corrugated Plastic or Approved Equal	200	FEET		
611	12" DI Pipe CL 53	300	FEET		
611	12" Conduit, Type B	1,659	FEET		
611	12" Conduit, Type C	46	FEET		
611	12" Conduit, Type F	200	FEET		
611	Catch Basin, No. 3	3	EACH		
611	Catch Basin, No. 3A	15	EACH		
611	Catch Basin, No. 2-2B	3	EACH		
611	Manhole/Curb Inlet Adjusted/Reconstructed to Grade	7	EACH		
SPECIAL	2 x 2 ADS Yard Inlet or Approved Equal	3	EACH		
SUBTOTAL					
MAINTENANCE OF TRAFFIC					
410	Traffic Compacted Surface Type A or B	700	CU YD		
614	Maintaining Traffic	1	LUMP		
SUBTOTAL					
EROSION CONTROL					
601	Rock Channel Protection, Type C W/ Filter	30	C.Y.		
616	Water	50	M GAL.		
653	Topsoil Furnished and Placed	300	C.Y.		
659	Temporary Seeding and Mulching	2,500	S.Y.		
659	Repair Seeding and Mulching	2,500	S.Y.		
659	Seeding and Mulching	2,695	S.Y.		
659	Fertilizer	1	TON		
659	Water	55	M GAL.		
660	Sodding Staked	400	S.Y.		
832	Erosion Contol	46,000	EACH		
832	Stormwater Pollution Prevention Plan	1	LUMP		
SUBTOTAL					
TRAFFIC CONTROL					
630	Ground Mounted Sign Remove and Reset	4	EACH		
630	Ground Mounted Sign Support No 3	60	FEET		
630	Sign, Flat Sheet	32	S.F.		
642	Stop Line	19	FEET		
642	Centerline (Double Yellow)	0.22	MILE		
642	Crosswalk	183	FEET		
642	Piano Key Cross Walk	34	FEET		
SUBTOTAL					
WATER					
638	Fire Hydrant Adjusted to Grade	1	EACH		
SUBTOTAL					
MISCELLANEOUS ITEMS					
623	Construction Layout Staking	1	LS		

**Deerfield Township Kings Mills Improvement
Project – Phase IV
Attachment #2
Technical Specifications**

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

The 2019 Ohio Department of Transportation Construction and Material Specifications and the Supplemental Specifications shall govern this project unless stated otherwise by the Deerfield Township Trustees herein referred to as “Deerfield,” “Township,” and “Deerfield Township” or the Warren County Engineer herein referred to as “Engineer,” “Project Engineer” and “County Engineer.” Furthermore, Deerfield Township Trustees shall be substituted where any specification refers to the Director.

Preconstruction Meeting

Before the commencement of the construction work, the Deerfield Township Trustees and the Warren County Water & Sewer will arrange a meeting between the General Contractor, the Deerfield Township Trustees, and the Project Manager. The meeting's time, date, and location will be determined after awarding the contract, and the Deerfield Township Trustees will notify all parties. At the pre-construction meeting, the Contractor shall submit to the Deerfield Township Trustees and Project Manager a construction schedule, payroll date schedule, list of subcontractors, suppliers, and equipment and haul roads to be used. The lists of suppliers and subcontractors shall include complete names, addresses, email addresses, and telephone numbers of all suppliers and subcontractors working on this construction project. Also, the Contractor shall provide a 24/7/365 emergency phone number to the Deerfield Township Trustees and the Warren County Project Manager. The Contractor’s Foreman and Superintendent shall be present at this meeting.

General Notes – Construction Drawing Set

The General Notes included in the construction plans are hereby incorporated by reference into these Technical Specifications.

Project Start Date

The Contractor shall not perform any construction work or order supplies or materials until after the Deerfield Township Trustees have issued a written notice to proceed.

The contractor shall not begin any construction work until after a pre-construction meeting with the Contractor, the Deerfield Township Trustees, and the Warren Water & Sewer Department has been held at a time and date specified by the Deerfield Township Trustees and to be held at the Deerfield Township Office Building at 4900 Parkway Drive Suite 180, Mason, OH 45040.

Completion Time

The date for which all of the work in this contract shall be completed is on or before June 1, 2025. The liquidated damages paid by the contractor for not completing the project on or before June 1, 2025, as determined by the Deerfield Township Trustees and the Warren County Engineer, will be \$500 per calendar day.

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

Working Restrictions

No work shall be performed on the weekends (between 7:00 p.m. Friday and 7:00 a.m. Monday) or during holidays unless approved by the Township or Engineer. In addition, night work of any type shall be strictly prohibited unless approved by the Township or Engineer. Construction work shall not be performed before 7:00 am or after 7:00 pm on weekdays (Monday through Friday) unless authorized by the Engineer.

Weekly Construction Update Meetings

Weekly construction update meetings shall be held in the field office on the construction job site at a time agreed to by the Deerfield Township Trustees, the Contractor, and Warren County's Inspectors. The Contractor's Foreman and Superintendent shall be present at these meetings.

Daily Inspection Sheets

The Roadway Inspector shall prepare a Daily Inspection Sheet for each day the Contractor is working, which will list all work performed for the specified day, including item numbers and quantities. The Contractor's Foreman shall meet with the Roadway Inspector at the end of every day that the Contractor is working and agree upon all quantities of work performed every day that the Contractor is working. The Daily Inspection Sheets shall be submitted to the Project Manager by the Roadway Inspector every week. The quantities on the Daily Inspection Sheets shall be totaled at the end of each month and shall coincide with the quantities submitted for monthly payment by the contractor. If a discrepancy exists, the monthly payment may be delayed, and/or the quantities in question may not be paid until the discrepancy is resolved.

Payment of Work

Contractor invoices shall not be submitted more than once a month to the Project Manager for work included in the Contract between the Deerfield Township Trustees and the General Contractor. The funding for this project is provided whole by the Deerfield Township Trustees.

Retainage and Affidavits

A percentage of the original contract bid amount shall be retained on this project. Until 50% of the original contract has been performed, 8% of the original contract bid amount will be retained. Once 50% of the contract has been performed and thereafter, a total of 4% of the original contract bid amount will be retained. The entire retainage will be released to the Contractor after the final inspection has been performed, after the Deerfield Township Trustees and the County Engineer has accepted the construction, and after all affidavits have been submitted to the Deerfield Township Trustees and the County Engineer by the Contractor.

The Contractor shall provide the Deerfield Township Trustees with affidavits stating that the General Contractor's employees and all subcontractors and suppliers for this project have been paid in full.

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

The Contractor shall also submit a waiver of lien before the retainage may be released.

Change Orders

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

Storage of Construction Materials – Staging Area

The Contractor shall obtain prior approval from the property owner for the locations to be used for the temporary storage of construction materials, tools, and/or machinery. All such materials, tools, and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and to traffic. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered.

Debris Removal

The Contractor shall be responsible for removing all construction debris material from the site. All debris material shall be disposed of properly and shall be as directed by any applicable local, state, or federal regulations.

Protection of Areas Outside of Work Limits

The Contractor shall be responsible for protecting areas outside of 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 determine that the Contractor's operations have been responsible for damage to locations outside of the work limits, the Contractor shall be liable for the repair of the area subject to the Engineer's approval. No additional compensation will be due to the Contractor for any repair of these areas.

All construction equipment must stay off the new pavement, including but not limited to dump trucks.

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 of the right-of-way, easements, and construction limits, the contractor does so at his own risk. 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.

The General Contractor shall indemnify and hold the Deerfield Township Trustees, Deerfield Township, and the Warren County Water & Sewer Department harmless and without liability if any

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

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 beginning the construction work. 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 10 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 proposed grade all existing utility facilities, i.e. manholes, catch basins, valves, boxes, fire hydrants, etc., prior to 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.

Trench for Widening

Trench excavation for the widening shall be performed only on one side of the road at a time. The open trench shall be adequately maintained and protected with drums at all times. Placement of proposed subbase and base material shall follow as closely as possible behind excavation operations. The length of time which the trench is left open shall be held to a minimum and shall at all times be subject to approval of the County Engineer. **No trenches shall be left open overnight.** Payment for the work described above shall be included in the Lump Sum price bid for Item 614 Maintaining Traffic.

Sheeting and Shoring

The Contractor shall furnish, put in place and maintain such piling, sheeting, bracing, etc., as is required by the Industrial Commission and the Department of Industrial Relations, State of Ohio, in their Bulletin No. 1C-3, "Specific Safety Requirements Relating to Building and Construction Work,"

KINGS MILLS IMPROVEMENT PROJECT SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

as revised. The Contractor shall furnish, put in place, and maintain and remove such sheeting, shoring, planking and bracing as may be required to support the sides of the excavations and to prevent any movement which could in any way injure the work, human life or adjacent structures and property, obstruct surface drainage channels or waterways or otherwise injure or delay the work. If required at any time by the Engineer, the Contractor shall furnish and install such additional sheeting, shoring and bracing as may be necessary to protect the work but compliance with such orders or failure on the part of the Engineer or Township to give such orders shall in no case release the Contractor from liability for any damages or injuries caused by weak or insufficient sheeting, shoring and bracing, nor from his responsibility to protect the work or adjacent property.

Existing Pipe

The location, size, type and depth of all existing pipes are shown on the plans according to the best information available. The Engineer will not be responsible for any variations found during construction. Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to line and grade, before he starts to lay the proposed conduit, in order to assure compatibility of line and grade of the proposed conduit.

Payment for all operations described above shall be included in the unit price bid for the pertinent conduit item.

Maintenance of Sewer Flows

The Contractor shall conduct his operations so as to maintain at all times storm water and sewer flows through existing facilities to remain in place and through existing facilities to be replaced until new facilities are completed and placed in use. This includes any storm sewer, drainage ditch, sanitary sewer, or septic system.

Grading at Inlets and Outfalls of Proposed Conduits

The cost of the necessary reconstruction and/or regrading of swales or disturbed areas at the inlets and outfalls of all proposed conduits shall be included in the price bid for the pertinent conduit and inlet items.

Restoration of Areas Disturbed by Drainage Facilities

Soil areas disturbed by the construction of underdrains, trench drains, catch basins or other drainage facilities shall be regraded to drain properly and then restored. The cost of restoration of these soil areas is to be paid per the unit bid price for the pertinent item.

Pavement areas disturbed by the construction of the drainage facilities will be restored as per the asphalt pavement repair detail, concrete drive detail or concrete walk detail. Payment for the restoration of these areas will be at the unit price bid for the pertinent item.

Conduit End Treatment

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

Immediately after the placement of any conduits, the Contractor shall construct the end treatments required by the plans at both the outlet and inlet ends. This shall include headwalls, concrete riprap, rock channel protection, sodding, etc.

Conduit (Pipe), Drainage and Utility Items

Unless otherwise specified on the plans, the unit price bid for the pertinent conduit (pipe), drainage and/or utility item shall include the cost of all necessary appurtenances, connections, fittings, plugs, tees, collars, masonry collars, butt joints, bedding, backfill, etc. Unless otherwise noted on the plans, the unit price bid for the pertinent conduit, drainage and/or utility item shall include the costs involved in the excavation of the trench in unclassified material, the supplying, placing and compacting of the required bedding material and the backfilling of the trench with the required material to the appropriate subgrade elevations. Furthermore, the contractor shall take precaution while excavating for proposed conduit (pipe) near existing utility lines. If necessary, the contractor shall hand dig in areas where proposed conduit (pipe) is to be installed near an existing underground and/or above-ground utility line. The Contractor shall hold Warren County and the Deerfield Township harmless from all liabilities which may arise from the damaging of any existing utility facilities. The cost for hand digging in areas near existing utilities shall be included in the unit price bid for the pertinent items.

Pipe Cut-Offs

When bell and spigot pipe is used, any necessary pipe cut-offs shall be made at the spigot end of the length of pipe adjacent to the end length. When tongue and groove pipe is used, the length of pipe next to the end length shall be cut and a butt joint formed with a masonry collar as detailed in Standard ODOT Drawing DM 1.1. The cost of the butt joint shall be included in the pertinent conduit unit price.

Property Pins

The contractor shall replace all centerline of survey and property line monumentation, which has been damaged, disturbed or removed as part of this construction project. A licensed Surveyor in the State of Ohio shall directly and physically supervise the actual replacement of all centerline of survey and property monumentation in the field. The payment for replacing centerline of survey and/or property line monumentation shall be incidental to all items in this contract.

Item 201 - Clearing and Grubbing

This work shall consist of clearing, grubbing, scalping, removal of trees and stumps, and removing and disposing of all vegetation and debris within the limits of construction, except such objects as are to remain or are to be removed in accordance with other sections of these specifications. The Contractor shall keep clearing to a minimum by removing only what is necessary to complete the construction of this project. Whenever a tree is removed/cut down, the contractor shall also remove

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

the entire stump and any roots protruding from the ground.

NOTE: The Contractor shall notify the Project Manager or Inspector at least three (3) days prior to beginning the Clearing and Grubbing work.

Unless noted otherwise, payment for all of the work listed above shall be included in the Lump Sum price bid for Item 201 Clearing and Grubbing.

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 pipe lines, storage tanks, septic tanks, privy vaults, and any other obstructions which 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 the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

Asphalt Concrete

All material furnished and work performed shall conform to the 2019 Ohio Department of Transportation Construction and Material Specifications (ODOT CMS) for Item 448 - Asphalt Concrete Surface Course; Item 448 – Asphalt Concrete Intermediate Course; Item 301 - Bituminous Aggregate Base and Item 304 – Aggregate Base.

The Contractor shall supply the County Engineer with a weight ticket for each load of material placed. Periodic asphalt samples may be obtained for test purposes, and an independent testing laboratory will perform the tests.

Item 301 - Bituminous Aggregate Base shall be placed in two lifts, Item 448 Asphalt Concrete – Surface Course shall be placed in one lift, and the Item 448 Asphalt Concrete – Intermediate Course shall be placed in one lift.

Absolutely no asphalt concrete shall be applied during wet pavement conditions. No material shall be placed upon collected water. Asphalt surfaces shall be clear of dirt and debris prior to the placing of each subsequent lift. The Contractor shall adhere to the judgment of the Warren County Engineer's designated representative or inspector. The Engineer shall determine when restarts are in order.

The Contractor's attention is directed to Section 401.12 of the ODOT Specifications and he is hereby instructed that requirements for preparation of asphalt pavement to be resurfaced will be adhered to. Payment for all operations described above shall be included in the unit price bid for the pertinent asphalt item.

The ODOT 401.20 Asphalt Binder Price Adjustment is not being honored on this project. No price adjustments for fuel or asphalt binder will be considered.

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

Asphalt Butt Joints, Vertical Edges and Sealing:

Butt Joints - A butt joint shall be constructed by grinding/planing existing pavement at each start/stop location, or where newly placed asphalt abuts existing pavement or curb at intersections or cross roads. All grinding/ planing shall be in accordance with Item 254-Pavement Planing, Asphalt Concrete. **The butt joints shall be constructed by grinding/planing the existing pavement for a length of 6 feet, varying in depth from 1.5" to 0"**. The newly formed joint shall be properly installed so as to provide a smooth transition and shall also be properly sealed.

Vertical Edges – **The contractor shall sawcut the existing asphalt and remove 12 inches of existing road and provide a clean, vertical surface**, which shall be tack coated just before placing the 301 Asphalt Concrete Base up against it. The vertical edge shall be obtained by sawcutting.

Sealing Edges - All edges of the asphalt concrete surface course constructed under this Contract shall be sealed with asphalt cement meeting the same specifications as used in Item 448 Asphalt Concrete, the cost of same to be included in the unit price bid for Item 448 Asphalt Concrete. Sealing edges at building walls, foundations, curbs, or other visible surfaces shall be done neatly and without more than one-half (1/2) inch of the sealant being visible on the surface. The Contractor at no additional cost to the Owner shall carefully and thoroughly remove any extra sealant applied to visible surfaces. Payment for all of the work listed above including the specifications for Butt Joints, Vertical Edges and Sealing shall be included in the unit price bid for Item 301 Bituminous Aggregate Base, Item 448 Asphalt Concrete Surface Course; Item 448 – Asphalt Concrete Intermediate Course; Item 301 - Bituminous Aggregate Base and Item 304 – Aggregate Base.

Item 451 – 6" Reinforced Concrete Approach, as Directed by the Engineer

The contractor shall use Class C in driveway aprons and driveways as Directed by the Engineer (as a contingency). Payment for all of the work listed above shall be included in the unit bid price for Item 451 – 6" Reinforced Concrete Pavement for Driveway Aprons and existing Concrete Driveways, as Directed by the Engineer.

Item 452 – 6" Non-Reinforced Concrete Approach

The contractor shall use Class C concrete in the proposed concrete driveway aprons in the existing concrete driveways unless directed otherwise by the Engineer. The contractor shall schedule the work in such a manner so that the property owners may use their neighbors' driveways while the concrete in their driveway apron and driveway is curing and setting up and visa versa. Payment for all of the work listed above shall be included in the unit bid price for Item 452 – 6" Non-Reinforced Concrete Pavement for Driveway Aprons and existing Concrete Driveways.

Item 452 – 6" Non-Reinforced Concrete Approach (High-Early), as Directed by the Engineer

The contractor shall use High-Early concrete in some of the proposed concrete driveway aprons in some of the existing concrete driveways only as directed by the Engineer (as a contingency). In addition, the contractor may use high early cement in accordance with Item 511. Payment for all of

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

the work listed above shall be included in the unit bid price for Item 452 – 6” Non-Reinforced Concrete Pavement for Driveway Aprons and existing Concrete Driveways (High-Early), as Directed by the Engineer.

Item 603 - Pipe Culverts, Sewers, Drains, Underdrains and Ex. Farm Drains

This work shall consist of the construction or reconstruction of pipe culverts, sewers, and drains, hereinafter referred to as Type A, Type B, Type C, Type D, Type E, and Type F Conduit. All reinforced concrete pipe “706.02” referenced in the plans shall be Class III. The work shall be in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer. This work shall include the following: excavating for pipe and foundations for same, including clearing and grubbing and the removal of all materials necessary for placing the pipe except removals listed separately; furnishing and placing granular or concrete bedding and granular backfill as required; constructing and subsequently removing all necessary cofferdams, cribs and sheeting; pumping and dewatering; sealing or banding all pipe joints where required; furnishing and installing all necessary pipe bends and branches of a type at least equal to the conduit of which they become a part; joining to existing and proposed appurtenances as required; performing leakage tests as specified; restoration of disturbed facilities and surfaces; and providing erosion control pads and animal guards on underdrains and farm drain outlets.

Existing Downspouts and Sump Pump Drains

The contractor shall adjust any existing downspout drain pipe and existing sump pump drain pipe that currently drains into the existing ditches by shortening or lengthening the drain pipe as necessary - to be determined in the field. Lines may only be installed into the storm pipe by using an approved “Inserta-T”. The payment for adjusting these existing drain pipes shall be incidental to all items in this contract.

Item 604 - Manholes, Catch Basins and Inlets

The Contractor is responsible for supplying, delivering and installing the Precast Concrete Sections and the related material. All related material shall be included with the bid and shall be provided by the Contractor. The Contractor shall furnish, unload, assemble, and install the Precast Concrete Sections and all related materials at the locations shown on the plans. All castings for manholes, catch basins, and inlets shall conform to those specified in the standard construction drawings or as specified by the Engineer. All castings which might be subject to vehicle traffic shall be of the heavy-duty grade. Grated inlet tops shall be placed as specified on the plans. Top of casting elevations are subject to final adjustments as approved by the Engineer. All castings used shall be subject to the final approval of the Engineer.

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

Item 614 – Maintaining Traffic, APP

Traffic control shall be the sole responsibility of the Contractor. The State of Ohio, Warren County, Deerfield Township, and the Deerfield Township Trustees shall be held harmless from liabilities caused by improper traffic control by the Contractor. The contractor shall indemnify the State of Ohio, Warren County, Deerfield Township, and the Deerfield Township Trustees 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 materials and methods shall conform to the current version of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD), Item 614 of the 2010 ODOT Construction and Material Specifications Book (CMS), and all current and pertinent laws at all times.

Any devices that are determined by the Engineer to be substandard shall be repaired to the satisfaction of the Engineer or shall be immediately removed from the site and replaced with acceptable devices. Any temporary traffic control devices that are determined by the Engineer to have become substandard during the course of the project shall be removed from the jobsite and immediately replaced by devices meeting the approval of the Engineer.

The contractor shall provide and maintain all signs, barrels, barricades, barriers, 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. Any conflicting pavement markings shall be removed or covered in accordance with Item 614.

The methods and materials used to maintain traffic shall always conform to the Manual of Uniform Traffic Control Devices and Item 614 of the ODOT Specifications. Unless noted otherwise, payment for all of the work listed above shall be included in the Lump Sum price bid for Item 614, Maintaining Traffic.

The contractor shall always ensure uninterrupted access to the Riverwood Trails Subdivision and the U.S. Post Office. This includes access for residents, emergency vehicles, buses, garbage trucks, and delivery vehicles.

Item 623 - Construction Layout Stakes

All centerline of survey and property corner monumentation that is disturbed during construction shall be reset by a Professional Surveyor. Payment for this work shall be included in the Lump Sum price bid for Item 623 Construction Layout Stakes.

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

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

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

**KINGS MILLS IMPROVEMENT PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

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.

A copy of the NOI is attached

PERMITS

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

**Deerfield Township Kings Mills Improvement
Project – Phase IV**

Attachment #3

Prevailing Wage Information



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 \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 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.



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.**



**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.



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:	

