

DEERFIELD TOWNSHIP

Street Marking – 2025

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LEGAL AD

Deerfield Township 2025 Street Marking

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 <u>June 10, 2025</u>, at 10:00 a.m. At said time, bids will be opened and read aloud for:

Deerfield Township 2025 Street Marking

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

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

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

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

Eric Reiners, Administrator Deerfield Township

To be published on the Deerfield Township website and social media page on May 27, 2025.

BID PROPOSAL

FOR 2025 Street Marking

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 Tuesday, June 10, 2025, at which time they will be opened and read aloud.

All proposals shall be labeled:

Deerfield Township - 2025 Street Marking

SPECIFICATIONS FOR 2025 DEERFIELD TOWNSHIP STREET MARKING DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

GENERAL

The performance of all work under this contract shall include furnishing all labor, materials, equipment and tools for various phases of this project.

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

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/or all bids.

DEFINITIONS AND TERMS

THE TOWNSHIP

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

THE CONTRACTOR

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

THE OWNER

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

REPLACEMENT OR CORRECTION OF WORK

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

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

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Township's property from injury arising in connection with this Contract. He shall make good and hold the Township harmless from any such damage or injury. He shall adequately protect adjacent property as provided by law and this Contract, and shall be held liable for all damages because of neglect to provide safeguards around all pits, openings and excavations. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

The Contractor shall replace or restore any tree, public way, 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. for the protection of the public and his employees during the time of construction.

INSURANCE

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

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

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

All of the insurance referred to above shall be subject to the approval of the Township, and shall be kept in full force and effect until the work is accepted by the Township.

The Contractor shall hold the Township harmless against all actions, claims or demands for damages of any kind or character whatsoever, which are caused by or resulting from the default, carelessness or neglect of the Contractor, his agent, employees or workmen in the prosecution of the work.

LIENS

The Contractor shall deliver to the Township the work complete free from liens, claims or encumbrances for materials or labor used in the work.

BID REQUIREMENTS

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

All bids shall be sealed and marked, <u>2025 Deerfield Township Street Marking</u> and mailed or delivered to the Deerfield Township Administrative Office, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, <u>on or before Tuesday, June 10, 2025, by 10:00 am</u> at which time they will be opened and made public.

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

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

INFORMATION REGARDING BIDS

Bidders may bid on <u>2025 Deerfield Township Street Marking</u>. Bids will be accepted only on forms available from the township.

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

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

The successful bidder must supply all materials, equipment, utilities, and labor.

All work must be completed within thirty (60) days from the date of the contract.

The successful bidder shall have a pre-construction meeting with the project superintendent or representative from their company and the township road superintendent within five (5) days from awarding of the contract.

Information and specifications are available from *Chip Cowan, Assistant Public Works Director, at the Deerfield Township Administrative Office, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, phone number 513-701-6978.*

The Deerfield Township Trustees reserve the right to determine the sequence of the road mileage to be stripped and to determine at its sole option the total mileage to be stripped.

Prevailing wage is to be paid on this project if the quoted amount is \$29,653.00 or above.

NON-COLLUSION AFFIDAVIT

STATE OF		
COUNTY OF	· · · · · · · · · · · · · · · · · · ·	SS:
	······································	being first and duly sworn,
deposes and says he is(sole owner, partner	, president, sec	., etc.)
that such bid is genuine and not collusive of she connived, or agreed, directly or indirectly, with such other person shall refrain from bidding, ar sought by agreement or collusion, or communication of affiant or any other bidder, or to fix any of that of any other bidder, of to secure any advor persons interested in the proposed contract; or bid are try; and further, that such bidder has contents thereof, or divulged information or dat of agent thereof.	am; that said b any bidder or p nd has not in ar cation or confer overhead, prof vantage agains and that all sta not, directly or	erson, to put in a sham bid, or that my manner, directly or indirectly, ence, with any person, to fix the bid fit or cost element of said bid price, or tements contained in said proposal indirectly, submitted this bid, or the
		Affiant
Sworn to and subscribed before me this	day of	, 20
	Notary Public	c in and for
		County, Ohio
	My commission	on expires:

BONDING AND INSURANCE REQUIREMENTS

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

a. A bid guaranty from each bidder. The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)
(Address of Contractor)
a , hereinafter called
(Corporation, Partnership or Individual)
Principal, and
(Name of Surety)
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto
Deerfield Township, Board of Trustees 4900 Parkway Dr. Suite 150 Mason, Ohio 45040
hereinafter called OWNER, in the penal sum of Dollars, \$() in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

deemed an original, this the		•	ch one of which shall be
ATTEST:		(Principal)	
(SEAL)	By _		
ATTEST:			
(SEAL)		(Surety)	

BONDING AND INSURANCE REQUIREMENTS

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

a. A bid guaranty from each bidder. The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor)
(Address of Contractor)
, hereinafter called (Corporation, Partnership or Individual)
Principal, and
Name of Surety)
Address of Surety)
ereinafter called Surety, are held and firmly bound unto
Deerfield Township, Board of Trustees 4900 Parkway Dr. Suite 150 Mason, Ohio 45040
ereinafter called OWNER, in the penal sum of Dollars, \$() in lawful noney of the United States, for the payment of which sum well and truly to be made, we bind ourselves, uccessors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain ontract with the OWNER, dated the day of, 2025, a copy if which is hereto attached and made a part hereof for the construction of:

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

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

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

deemed an original, this the		•	each one of v	which shall be
ATTEST:		(Principal)		
(SEAL)	Ву	' <u></u>		
ATTEST:				
(SEAL)		(Surety)		

CERTIFICATION OF INSPECTION

, ,	visual inspection of the township roads on which I have have taken the necessary measurements of the streets to be
Signature	
Date	

EXPERIENCE STATEMENT

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

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

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

CONTRACT

THIS AGREEMENT, made this Trustees of Deerfield Township, 4900 Par called Owner and Contractor.	2025, with the Board of Township rkway Drive, Suite 150, Mason, Ohio 45040, hereinafter doing business as a corporation hereinafter called
· · · · · · · · · · · · · · · · · · ·	eration of the payments and agreements hereinafter the Owner, the Contractor hereby agrees with the Owner ion described as follows:
Deerfield Tov	vnship - 2025 Street Marking
and at its own cost and expense furnish a labor insurance, and other accessories ar accordance with the conditions and prices	ofer the terms as stated in the conditions of the Contract; all the materials, supplies, machinery, equipment, tools, and services necessary to complete the said project in a stated in the Proposal, Conditions of the Contract, the Contract Documents means and includes the following:

- A) General Instructions to Bidders
- B) Technical Specifications
- C) Noncollusion Affidavit
- D) Certification of Inspection
- E) Experience Statement
- F) Overall Bid Specs and documents

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 60 consecutive calendar days after the date of the Notice to Proceed. If the work is not complete by that date the Contractor also agrees to pay as liquidated damages, the sum of \$200 for each consecutive calendar day thereafter.

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

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

All sums due the Contractor shall be paid within thirty days after completion of the work.

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, subcontractors, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, subcontractors, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, subcontractors, 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 concerning 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 (Owner)

By: Mr. Eric Reiners, Administrator	
Contractor:	
Name / Title	
Company	
Address	

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND BID CONDITIONS FOR WARREN COUNTY 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 C	Compliand	ce 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.

- 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.
 - In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to 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 party 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.

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

STATE OF)	00		
COUNTY OF)	SS:)		
	beii	ng first duly sv	vorn, deposes	and	
states	that he	е			_ of
against any employ origin. If awarded the insure that applicant to their race, religion the foregoing propost to employees and a Furthermore, said page 1.	the foregoing proposite or applicant for each bid and contract us are employed and the color, sex, or nationsal, this party shall populicants for employing arty agrees to abide but Provisions with the	employment be under this pro- hat employees anal origin. If se post non-discrin ment setting for any the assuran	ecause of race posal, said par sare treated, do successful as the provision of the provisio	e, religion, color ty shall take aff uring employme the lowest and to in conspicuous ons of this affida ection 153.54 of	r, sex, or national irmative action to ent, without regard pest bidder under splaces available vit. the Ohio Revised
		Signature			-
		Affiant			-
		Company/Co	orporation		-
		Address			-
		City/State/Zi	p Code		-
Sworn to and subsc	ribed before me this	day o	f	, 202	

(seal)

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

Notary

AFFIDAVIT

STATE OF	_)
COUNTY OF) SS: _)
	being duly cautioned and sworn, states as
follows:	
1. That he/she is(Ti	of tle)
(Name of Contra	<u> </u>
2. That	is not presently
2. That(Name of Contracting Party) charged with any delinquent persona property of Warren CountyOR-	I property taxes on the general tax list of personal
	eral tax list of personal property of Warren County. tax due and unpaid including any due and unpaid
Further, affiant states not.	
Aff	fiant
Sworn to and subscribed in my presence this	day of 2025.
No.	otary Public
This instrument was prepared by	
	·

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

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

2025 - STREET MARKING PROJECT

SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

FOR STRIPING PORTIONS OF

DEERFIELD TOWNSHIP ROADS WITH

ITEM 642, 643 & 644 PAVEMENT MARKING

WARREN COUNTY, OHIO

ON BEHALF OF

DEERFIELD TOWNSHIP TRUSTEES

* SEALED BIDS ARE DUE AT	10:00 am on Tuesday,	<i>June 10, 2025.</i>	<u>,</u> at 4900 Parkway
Drive, S	Suite 150 Mason Ohio,	45040	

BID SUBMITTED BY:	
CONTRACTOR	
ADDRESS	

SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

GENERAL

<u>**DESCRIPTION**</u> – This work shall consist of furnishing all materials, equipment, and labor necessary for the required pavement preparation and application of uniformly retro-reflective pavement marking materials.

All material furnished, work performed, and equipment used shall conform to Section 640-Pavement Marking (specifically Item 641, Item 642, Item 643, and Item 644, respectively) of the current Ohio Department of Transportation Construction and Material Specifications. Also, all pavement markings shall conform, in general, with the requirements of the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways.

No material shall be placed upon collected water or wet pavement. The judgment of the Deerfield Township's designated representative shall determine when restarts are in order.

<u>MATERIAL</u> – All pavement marking materials shall conform to 641.02 of the current ODOT Construction and Materials Specifications. Pavement marking material will be furnished by the Contractor and applied to roads as determined by Deerfield Township.

Pavement marking materials furnished by the Contractor shall not be modified in any way. Drums must be factory-sealed when delivered to the job site. No thinning of paint shall be permitted. Drums shall be thoroughly stirred, and the entire contents of each drum shall be transferred to the striper tank. During application of pavement markings, paint in the tank shall be agitated continuously.

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SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

PROJECT START DATE

No work may be started until a pre-construction meeting has been held at the office of the Deerfield Township and a written notice-to-proceed has been given by the Board of Township Trustees.

COMPLETION DATE

All work shall be completed and functioning within 60 consecutive calendar days after the Notice to Proceed date. Deerfield Township may extend the completion date in the event of adverse weather conditions.

MAINTAINING TRAFFIC

Traffic control shall be the sole responsibility of the Contractor. The number of flagmen and method of traffic control shall be determined by the Contractor and be in compliance with the Ohio Department of Transportation Standards. Deerfield Township shall be held harmless from liabilities caused by improper traffic control by the Contractor. All road construction signs shall also be the responsibility of the Contractor. The Contractor shall maintain traffic at all times during construction. The cost for traffic control and maintaining traffic shall be paid for in Item 643 – Center Line.

PAVEMENT PREPARATION

All pavement preparation shall conform to 641.05 of the current ODOT Construction and Materials Specifications.

LAYOUT AND PRE-MARKING

All layout and premarking shall conform to 641.06 of the current ODOT Construction and Materials Specifications. "T" marking of no-passing zones shall be established by the Contractor in accordance with a no-passing zone log to be provided to Deerfield Township at the pre-construction meeting.

SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

PAVEMENT MARKING APPLICATION

<u>APPLICATION</u> – Pavement marking application shall conform to the current ODOT Construction and Materials Specifications.

EQUIPMENT – Pavement marking equipment shall conform to 641.04, 642.03, 643.03, and 644.03 of the current ODOT Construction and Materials Specifications.

The Contractor shall use a suitable vehicle or machine to safely and efficiently remove wet paint protection devices from the pavement.

All Vehicles used by the Contractor in the performance of work items shall be equipped with yellow rotating flashers, signs and red flags.

The pavement marking striper shall be equipped with a pressure-regulated air jet designed to blow dust off the pavement in advance of the spray gun. The air jet shall operate when paint is being applied and shall be synchronized with paint application or remain "on" at all times.

The Contractor will be required to supply one lead and one backup vehicle during the stripping operation.

DEDUCTION FOR DEFICIENCY

The amount of pavement marking material and beads applied per unit of length will be computed by the Engineer at the end of each day's work. Allowance for deficiency of materials used of 2 percent or less shall be permissible without deduction. If a deficiency exists for pavement marking material and beads, only the greater will be used to compute the deduction.

For deficiency greater than 2 percent but less than 20 percent, the contract unit price shall be reduced in direct proportion to the computed percentage. The Engineer will advise the Contractor at this time of the deduction to be made.

If a deficiency of more than 20 percent is found, the work shall be considered unacceptable and shall be restriped at the expense of the Contractor, including full cost of labor, equipment and materials.

The quantity of pavement marking used shall be determined by reading the pavement marking meter before and after the pavement marking is applied and by dividing the total gallons used by the mileage striped. Any determinations of pay deduction resulting from shortage in pavement marking quantities shall be based on the measurements obtained by this method. The amount of glass beads applied shall be ascertained in pounds by the Engineer by observation and from information required from the Contractor as to quantity used.

<u>METHOD OF MEASUREMENT</u> — Centerline, Edge line, and Lane line shall be measured as actual length of application in miles. Auxiliary markings shall be measured as the actual length in feet or number of each applied. The Contractor shall determine and advise the Engineer at the end of each workday of the quantity of work performed. The Contractor shall provide the Engineer with quantity sheets showing the daily application in gallons of paint and in length. The Engineer shall approve the quantities and/or resolve any discrepancies prior to performance of any additional work by the Contractor.

HOUSEKEEPING – The Contractor shall keep storage areas, trucks, and equipment as clean and orderly as possible.

<u>PREVAILING WAGE</u> – This is a prevailing wage project if the quoted amount is \$29,653.00 or above. It is the contractor's responsibility to ensure that all proper prevailing wage rates and guidelines are met. Certified payroll reports and affidavits of compliance are due with each invoice.

BID PROPOSAL – UNIT PRICING

Unit pricing for the striping of various roads in Deerfield Township as per specifications by the Deerfield Township Public Works Department. The undersigned do hereby propose to furnish all labor, materials, tools, equipment, etc., to mark pavement on various roads in Deerfield Township provided, therefore at the following prices.

*THE QUANTITIES LISTED ON THE BID FORM ARE ONLY ESTIMATED QUANTITIES

The quotes are to be in full force and effect for Ninety (90) days after the date of opening bids. Method of measurement is in accordance with 641.12 of the current ODOT Construction and Material specifications. The total quantities will be measured by the contractor and verified by Deerfield Township on a daily basis. Deerfield Township has the right to add additional striping to the list and also has the right to remove striping quantities from the bid list if necessary to keep within our budget.

The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

Signature	of Bidder:			
By:				
Title:				
Address:_				
Date:				



Date:

Contractor name:

BID FORM Deerfield Township 2025 Annual Street Marking

Item #	Description	Quan	tity	Unit Cost	Cost
642	Yellow paint on curb	724	LF		
	•				
	Centerline 4" Double Yellow				
643	Solid	4.2	MI		
	Centerline 4" Yellow				
643	Solid/Dashed	2.43	MI		
643	Edge Line	4.85	MI		
643	Bullnose Yellow	8	EA		
643	Stop Bar	290	LF		
643	Channelizing Soild White	3999	LF		
643	Lane Line Dashed White	161	LF		
643	Straight & Curved Arrow	5	EA		
643	Turning Arrow	17	EA		
643	Traverse White	527	LF		
	Crosswalk - 24" Piano Key 4'				
643	on center	63	LF		
643	Crosswalk	480	LF		
				-	
	Centerline 4" Double Yellow				
644	Solid	0.02	MI		
644	Channelizing Solid White	100	LF		
644	Curved Arrow	2	EA		
	Crosswalk - 24" Piano Key 4'				
644	on Center	310	LF		

644	Removal of Centerline 4" Double Yellow (Waterblast Method)	100	LF		
011	(Totaled)	100	LI		
	Removal of Channelizing Solid				
644	White (Waterblast Method)	100	LF		
				TOTAL	
				TOTAL	

Deerfield Township 2025 Street Marking Attachment #1 Street List Quantities, Maps

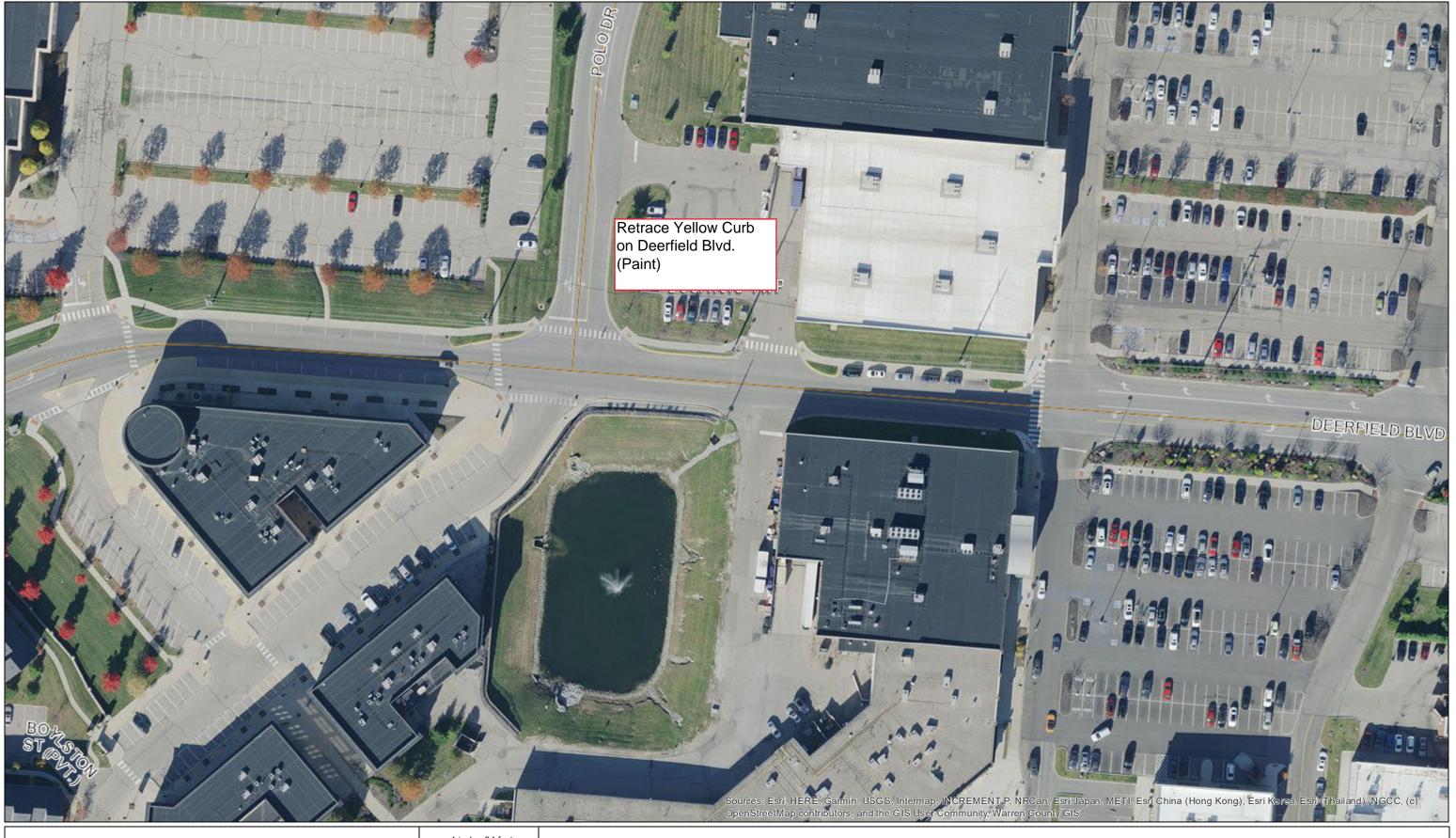
	D	EERFIELD TOWNSHIP							
2025									
	Street M	larkings Item 642 (Paint Only)							
Deerfield	Ashon bashe Cri	8							
ROAD NAME	<u>Curb</u>	SPECIAL COMMENTS							
Landen Drive	160.000	Yellow Curb - paint							
Deerfield Blvd.	500.000	Yellow Curb - paint							
Irwin-Simpson Road	30.000	Yellow Curb - paint, at the entrance of Half Day Café							
Kings Auto Mall Drive	34.000	Yellow Curb - Paint,							
	LF								
Total	724.000								

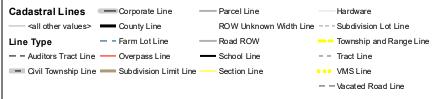
DEERFIELD TOWNSHIP													
2025													
Street Markings Polyester -643													
Deerfield	Egging right of the control of the c												
ROAD NAME	C.L.	<u>C.L.</u>	<u>E.L.</u>	BN	<u>S.B.</u>	<u>C.H.</u>	<u>D.L.</u>	S.C.A.	<u>C.A.</u>	T.L.W.	CW	CW	SPECIAL COMMENTS
Irwin Simpson Rd	1.680	2.430	2.150	5.000	283	3379.000	161.000	5.000	17.000	527.000	63.00	480.000	
Cedar Village Drive	0.640			3.000		310.000							
Waterstone Blvd	0.540					310.000							
Davis Rd	1.340		2.700		7								
·													
	MI	MI	MI	EA	LF	LF	LF	EA	EA	LF	LF	LF	
Total Disclaimer: Contractor should inspect each road and	4.200		4.850	8.000	290	3999	161.000	5	17	527	63.00	480.000	

Disclaimer: Contractor should inspect each road and measure for accuracy.

DEERFIELD TOWNSHIP										
	2025									
	Street Markings Thermoplastic -644									
Deerfield Companies Compa										
ROAD NAME	ROAD#	<u>C.L.</u>	<u>C.H.</u>	R.C.L	<u>R.C.H.</u>	<u>S.C.A.</u>	CW	SPECIAL COMMENTS		
Charleston View Dr							76.00			
Charleston Park Dr.							78.00			
Charleston Woods Dr.							68.00			
Parkway Dr		0.020	100.000	100.000	100.000	2.000	88.00			
		MI	LF	LF	LF	EA	LF			
Total		0.020	100	100.000	100.000	2	310.00			





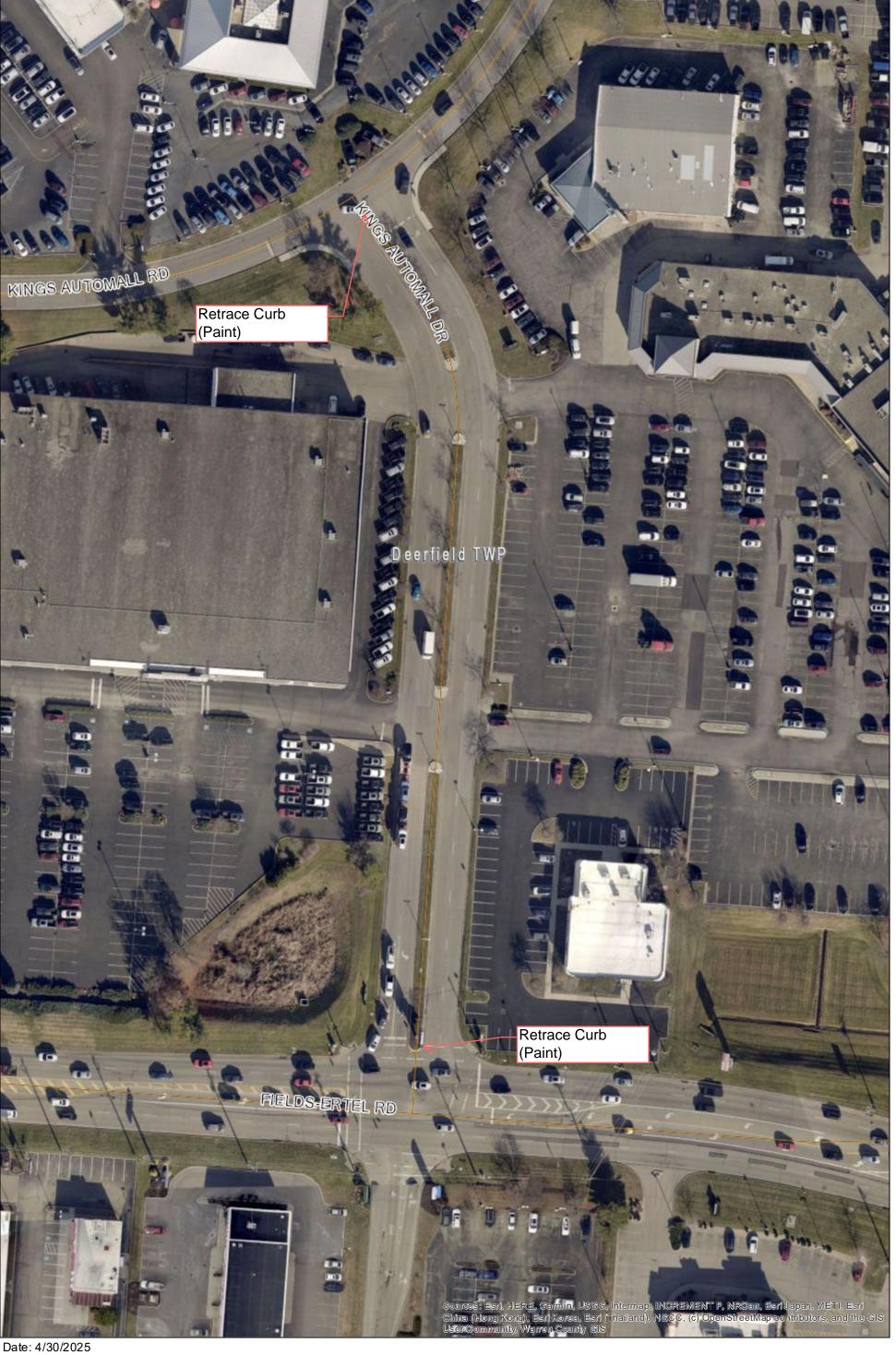


1 inch = 94 feet

Warren County Map

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

Date: 7/6/2022



Cadastral Lines — Corporate Line —— Parcel Line ROW Unknown Width Line -- Subdivision Lot Line — <all other values> ■ County Line Line Type — Farm Lot Line — Road ROW

- - Auditors Tract Line — Overpass Line — School Line

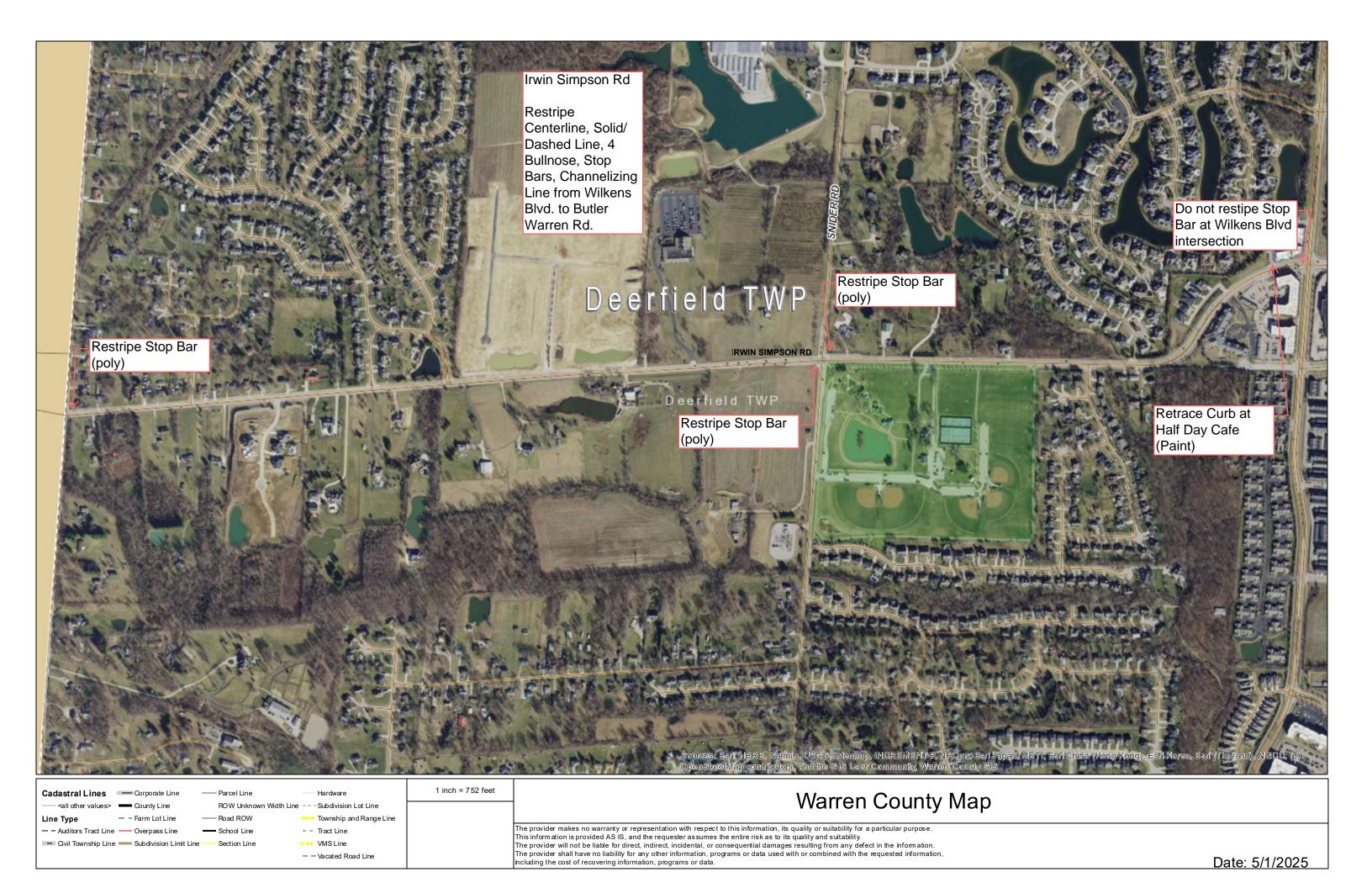
- Civil Township Line — Subdivision Limit Line — Section Line --- Township and Range Line = = Tract Line VMS Line

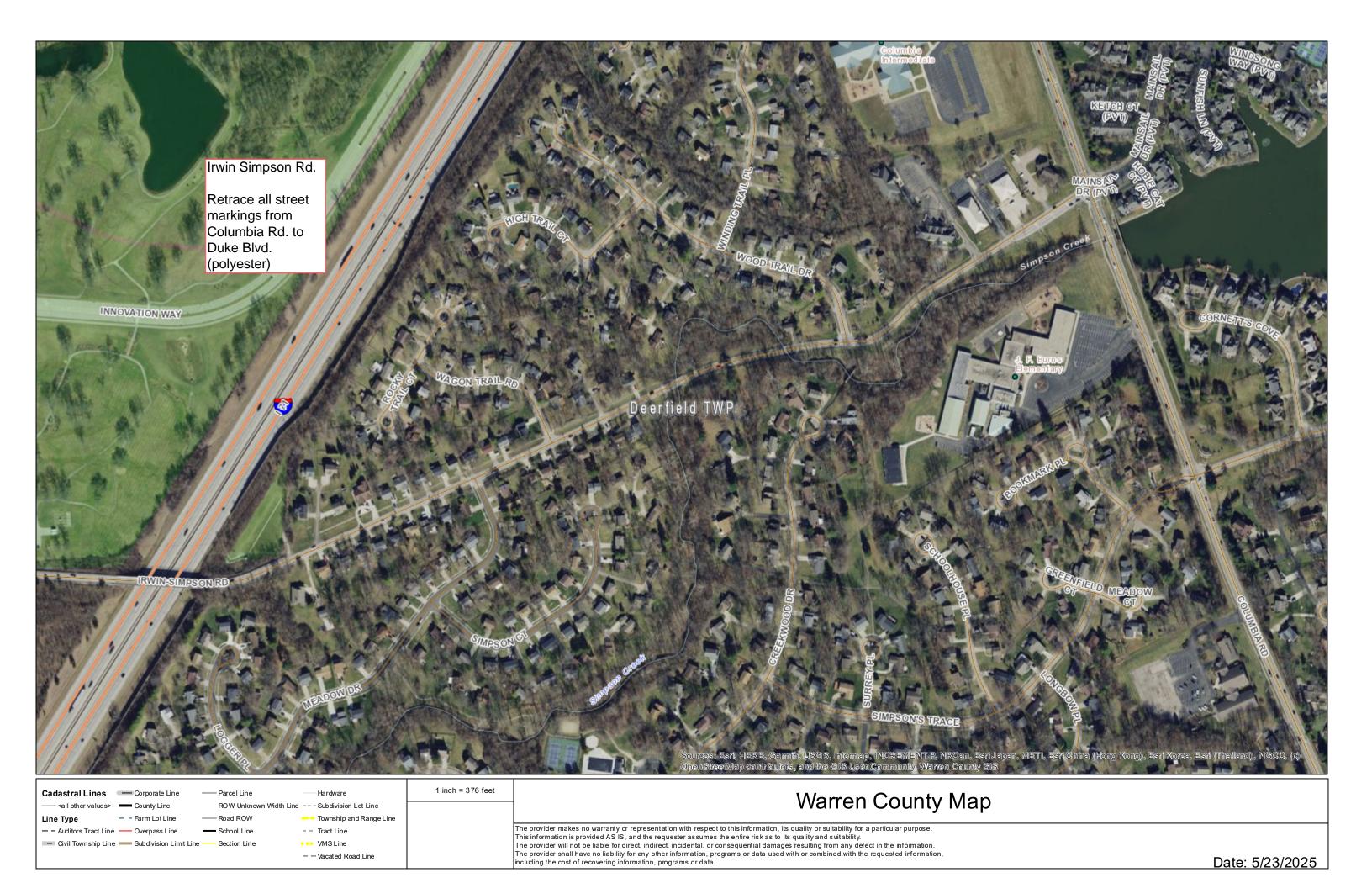
- - Va cated Road Line

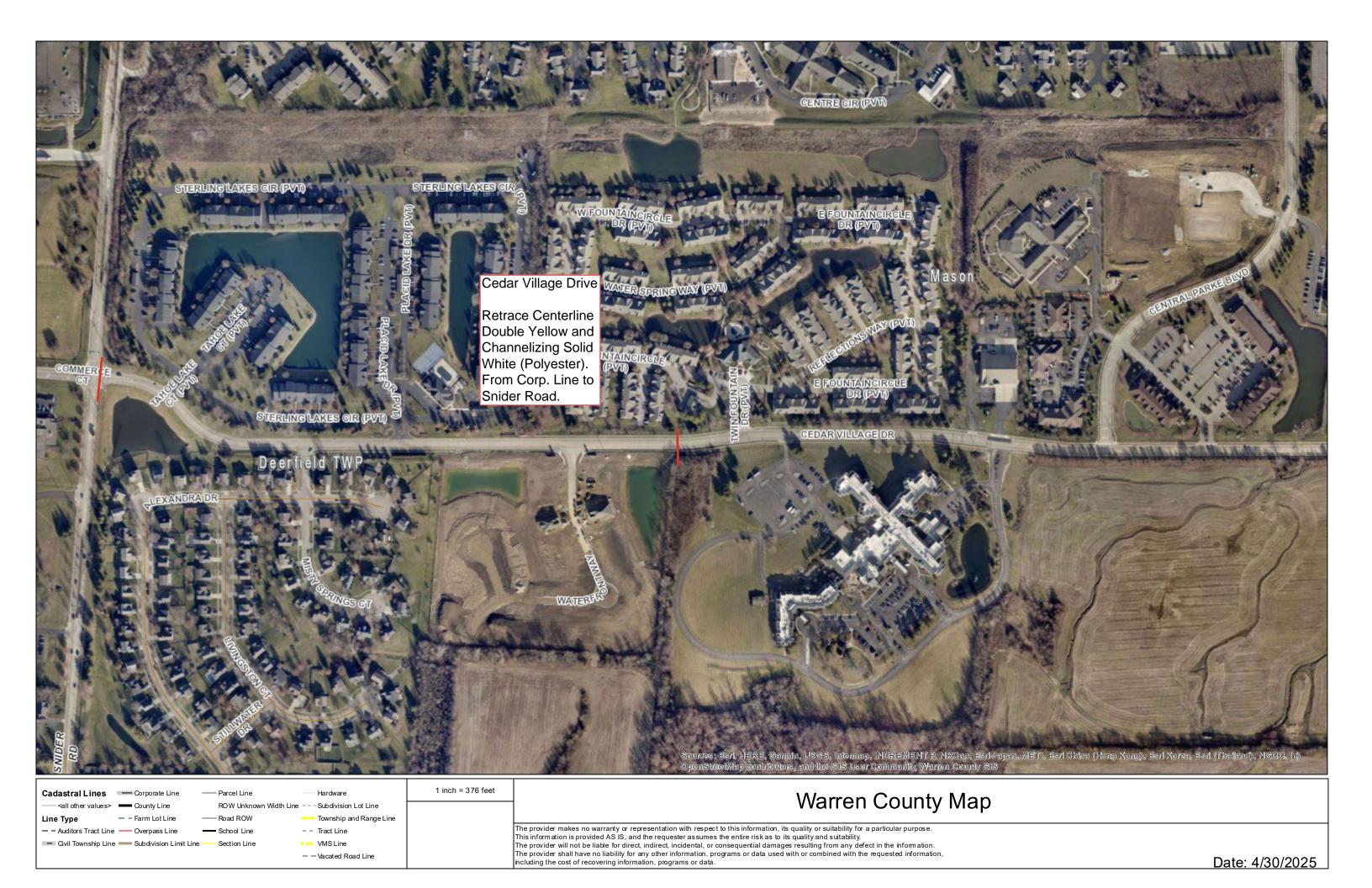
Warren County Map

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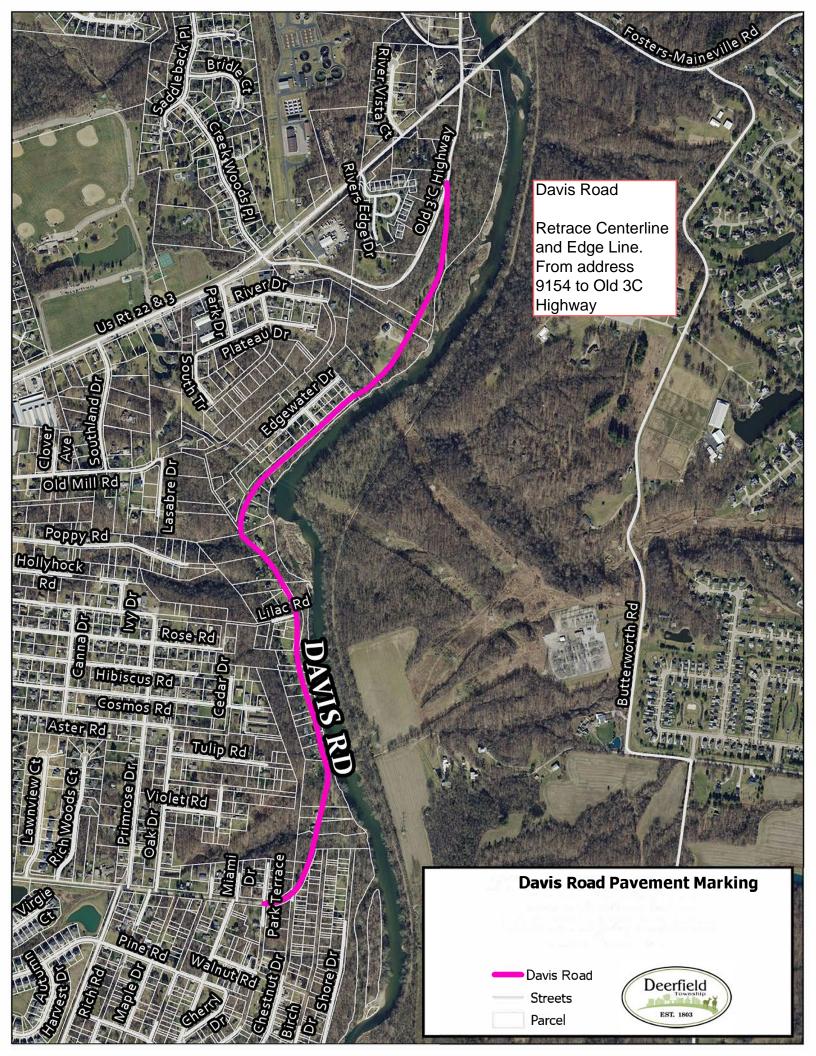
1 inch = 94 feet

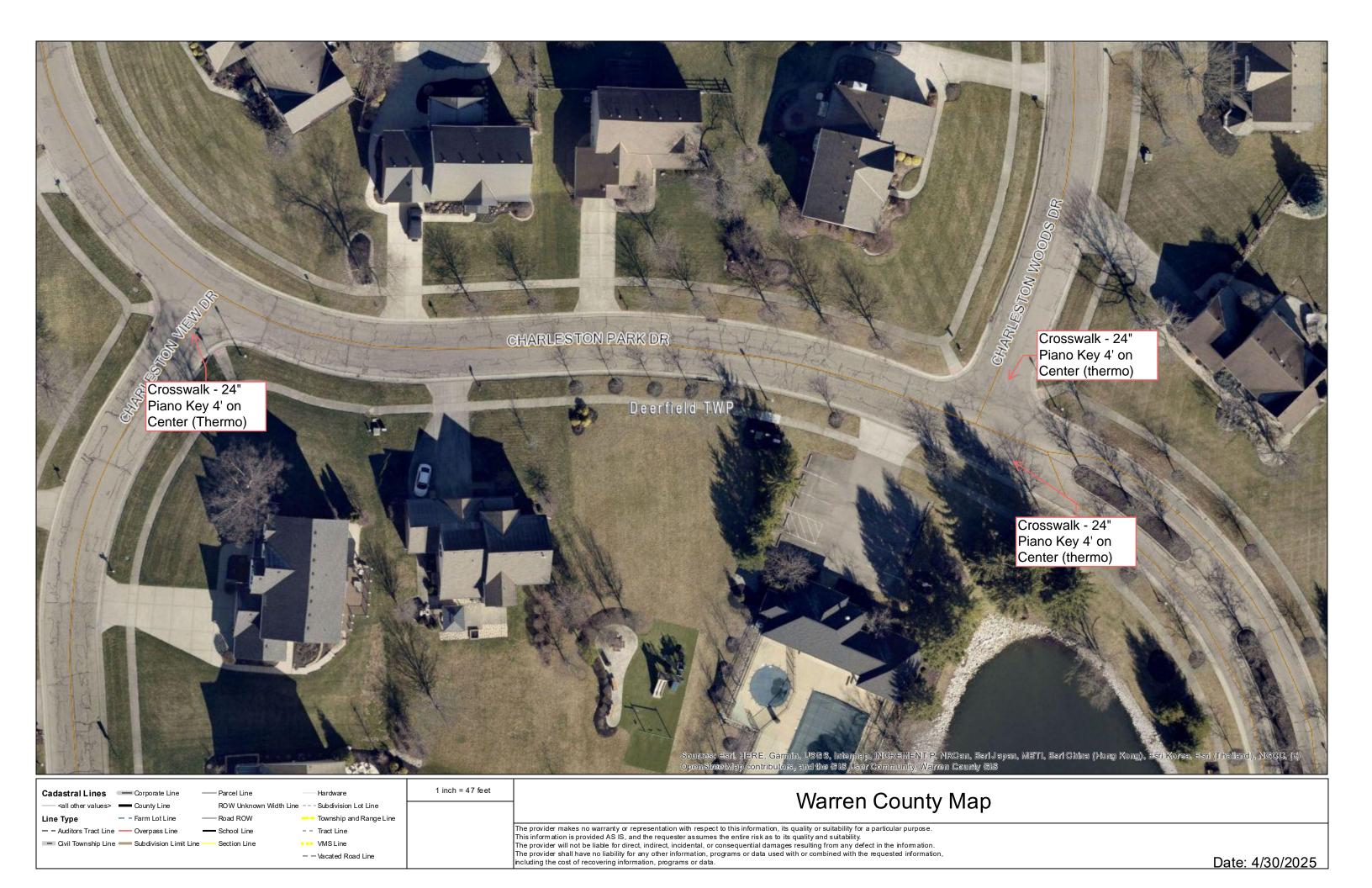




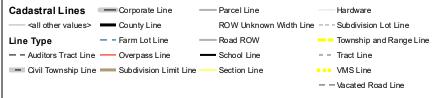








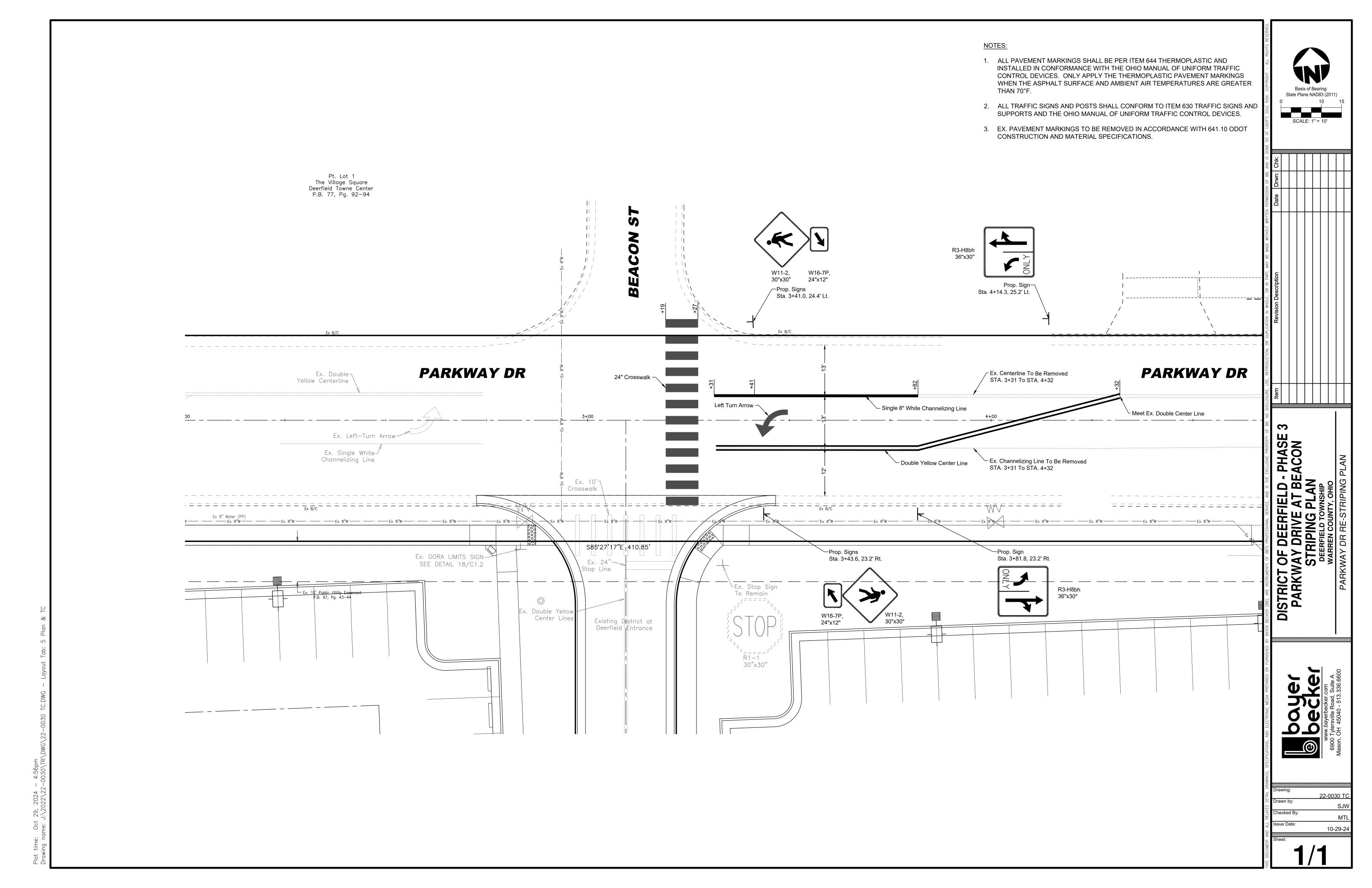




1 inch = 47 feet

Warren County Map

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Deerfield Township 2025 Street Marking Attachment #2

Cert. Of Compliance Federal Immigration Act

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

of to

Contractor or (name of company officer) certian violation of the Immigration and Nation County, Ohio or any adjacent county with comply fully with all terms of the Federa of the contract and require its subcontract requiring all employees to provide identity acknowledges that if it or any of its sulfamigration and Nationality Act the contract	fies that it has not been convicted of mality Act where said violation took in four years of the date of the certiful Immigration and Nationality Act ductor(s) to do the same, including, by documentation and complete an I-9 pecontractors violate the employment	c place in Warren ficate; that it shall uring performance ut not limited to, Form. Contractor provision of the
	Signature	
	Print Name and Title	
	Company/Corporation	
	Data of Cartification	

Deerfield Township 2025 Street Marking 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 \$98,974 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$29,653 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

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

Penalties for violation

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

Intentional Violations

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

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



Division of Industrial Compliance

Responsibilities

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



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.



Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

l _{i*}		
(Name	e of person signing affidavit) (Ti	itle)
do hereby certify that the wages paid	to all employees of	
	(Company Name)	
for all hours worked on the		
	(Project name and location)	<u> </u>
project, during the period from	to (Project Dates)	are in
compliance with prevailing wage requi		
paid in connection with this project, other	her than those provided by law	<i>1</i> .
(\$	Signature of Officer or Agent)	
Sworn to and subscribed in my presen	ice 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 Numb	Job Number:									
Contractor:											
Project Location:											
Jobsite posting of prevailing wage rates located:											
Prevailing Wage Cod	ordinator				Employe	е					
Name:			Name:								
Street:			Street:								
City:		City:									
State / Zip:		State / Zip:									
Phone:			Phone:								
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.											
Classification	Prevail Rate Tot	ing Wage al Package		us Your e Benefits	Your Hourly Base Rate						
Hourly fringe benefits paid on your bo	Hourly fringe benefits paid on your behalf by this company.										
Fringe	Amo	ount	F	ringe		Amount					
Health Insurance			Vacation								
Life Insurance			Holiday								
Pension		Sick Pay									
Bonus	onus				Training						
Other	ther										
Contractor's Signature:					Date:						
Employee's Signature:											

CERTIFIED PAYROLL REPORT

Employer Name & Address				of Gen	eral / Pri	те Со	ntractor		Project Name &	Location	1				Contracti	ng Public .	Authority							
Check if subcontractor			Week Ending						Payroll #						Project Number									
								PageOf						,										
Employee Name, Address and Social Security Number	2. Work Class	3. H	ours Worked - Day & Date				4. Project Total Hrs.	5. Base Rate	6. Project Gross	7. Fringes: Cash Approved Plans Cash & Approved Plans				8. Total Hours All Jobs	Gross	10. Taxes Withheld	11. Other Deducts	12. NET Paid						
										H&W	Pens	Vac	Арр	Other										
		ОТ																						
		ST																						
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DateMy signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above, 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.												n this That no 5. ractor or												
Name and Title							9	Signa	ture							riod reported on this aled above, 3) That no e Chapter 4115, ubject the contractor or								