

# Deerfield Regional Storm Water District

2023-14 9650 Kelly Dr. Driveway Replacement

4900 Parkway Drive, Suite 150  
Mason, Ohio 45040  
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LEGAL AD

Deerfield Regional Storm Water District  
Concrete Driveway Replacement

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 November 12<sup>th</sup>, 2024, at 10:00 a.m. local time. At said time, bids will be opened and read aloud for:

**2023-14 9650 Kelly Dr. – Driveway Replacement**

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 District's Board of Trustees reserves 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 District's Board of Trustees also reserves the right to conduct all necessary inquiries and investigations in determining the lowest responsible bidder.

By order of the Board of Trustees of the Deerfield Regional Storm Water District, Warren County, Ohio.

To be published in the Cincinnati Enquirer on October 28, 2024, and November 4, 2024.

BID PROPOSAL  
FOR  
DEERFIELD REGIONAL STORM WATER DISTRICT

2023-14 9650 KELLY DRIVE - DRIVEWAY REPLACEMENT

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, November 12<sup>th</sup>, 2024**, at which time they will be opened and read aloud.

4900 Parkway Drive  
Suite 150  
Mason, Ohio 45040

All proposals shall be labeled:

**2023-14 9650 Kelly Drive - Driveway Replacement**

## 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 **2023-14 9650 Kelly Drive - Driveway Replacement** and mailed or delivered to the Deerfield Township Administration Office, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, **by Tuesday, September 12<sup>th</sup>, 2024, at 10:00 a.m.** at which time they will be opened and made public.

The Deerfield Regional Storm Water District 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 Regional Storm Water District reserves 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 Regional Storm Water District also reserves the right to conduct all necessary inquiries and investigations in determining the lowest and best responsible bidder.

## INFORMATION REGARDING BIDS

Bidders may bid on **2023-14 9650 Kelly Drive - Driveway Replacement**. Bids will be accepted only on forms available from the Deerfield Regional Storm Water District.

Bidders shall make a visual inspection and take all the necessary measurements of the **2023-14 9650 Kelly Drive - Driveway Replacement**.

The successful bidder must have proof of liability in an amount satisfactory to the Deerfield Regional Storm Water District to protect the contractor and the Deerfield Regional Storm Water District against any personal and property damages.

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

The successful bidder shall have a pre-construction meeting with the project superintendent or representative from their company and the Deerfield Regional Storm Water District representative within ten (10) days from awarding of the contract.

Information and specifications are available from Jeff Thomas at the Deerfield Township Administrative Office, 4900 Parkway Drive, Suite 150 Mason, Ohio 45040. Main Office: 513-701-6958

**GENERAL SPECIFICATIONS  
FOR THE  
2023-14 9650 KELLY DRIVE - DRIVEWAY REPLACEMENT  
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO**

**BACKGROUND**

The Deerfield Regional Storm Water District has the responsibility to maintain public storm sewers outside of the right of way. A recent project involved multiple trenchless repairs to a storm sewer located under a shared driveway at 9650 Kelly Dr., Loveland, Ohio. Erosion and subsidence of the driveway base over the storm sewer and around a storm manhole appears to have contributed to the driveway cracking. As a result, the District intends to have the driveway replaced.

**GENERAL**

The performance of all work under this contract shall include the furnishing of all labor, materials, equipment and tools for various phases of the project which includes, but is not limited to, removal and replacement of a concrete driveway and sidewalk, excavating, seed, straw and erosion and sediment control.

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

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

The current "State of Ohio - Department of Transportation Construction and Materials Specifications" (ODOT C&MS) and Deerfield Regional Storm Water District Specifications, are hereby made a part of these specifications and shall govern unless otherwise specified under the separate items herein or by notes shown, indicated, or referred to on the plans.

**DEFINITIONS AND TERMS**

**THE DEERFIELD REGIONAL STORM WATER DISTRICT**

The term "Storm Water District" or "the District" as used herein shall be held to mean the Deerfield Regional Storm Water District, 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 Storm Water District 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 the Deerfield Regional Storm Water District or his duly authorized representative.

## **GUARANTEE**

The contractor shall be required to keep all work done by him in good condition for a term of one year from date of inspection by the Deerfield Regional Storm Water District and any portion of the project that becomes defective through settlement, by cracking, breaking of surface, leaking, collapsing, structural failure, or in any other manner, which in the opinion of the Deerfield Regional Storm Water District 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 sections shall be removed and replaced with new materials. All materials and workmanship in making repairs shall conform in every respect to the requirements of this specification.

## **DISPOSITION OF MATERIALS**

On a day-by-day basis, all removed 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 Deerfield Regional Storm Water District, if any work, or part thereof, fails to conform to the Contract, promptly replace, or correct (whichever the Deerfield Regional Storm Water District 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 Deerfield Regional Storm Water District 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 Deerfield Regional Storm Water District's property from injury arising in connection with this Contract. He shall make good and hold the Deerfield Regional Storm Water District harmless from any such damage or injury. He shall adequately protect adjacent property as provided by law and this Contract, and shall be held liable for all damages because of neglect to provide safe guards around all pits, openings, and excavations. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

The Contractor shall replace or restore any tree, sprinkler head or any part of the irrigation system damaged 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 barriers, barrels, cones, signs, lights, etc., for the protection of the public and his employees during the time of construction

**INSURANCE**

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

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

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

Public Liability and Contingent Public Liability

For one person           \$1,000,000.00

For one accident       \$1,500,000.00

Property Damage and Contingent Property Damage

For one person           \$1,000,000.00

For one accident       \$1,500,000.00

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

The Contractor shall name the Deerfield Regional Storm Water District under all insurance policies. The Contractor shall hold the Deerfield Regional Storm Water District 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 Deerfield Regional Storm Water District the work complete free from liens, claims, or encumbrances for materials or labor used in the work. If any Contractor, subcontractor of any tier, material supplier, laborer, or other person performing services or providing labor or materials under the Contractor files a lien claim against the Project site or against public funds, and such lien claim does not result from the Owner's failure to make payment when due or other default by the Owner under this Agreement, then the Contractor shall settle or bond such lien claim within forty-five (45) days after the 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.

## **SCOPE OF WORK**

The successful contractor shall provide all tools, equipment, labor, and materials necessary for the project, including all necessary work incidental thereto.

## **BIDDER'S ABILITY TO COMPLETE THE CONTRACT WORK**

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

## **CONSTRUCTION SEQUENCE**

The prosecution and progress of the Work shall be in accordance with ODOT C&MS Section 108.03. The Deerfield Regional Storm Water District reserves the right to determine the sequence of work performed. The Storm Water District reserves the right to adjust, change, or withdraw all or part of the estimated quantities with no penalty or unit price change to the contract.

In addition to the progress schedule submitted as required in ODOT C&MS Section 108.03, the Contractor shall provide weekly updated progress reports. Changes in the work affecting the time of completion shall require the submission of a revised progress schedule.

At a mutually convenient location and time, as determined by the Deerfield Regional Storm Water District, the Contractor shall meet with the Owner to discuss construction activities. Weekly meetings will be held until the project has settled into a routine and then meetings can be held on a biweekly or monthly basis.

## **INSPECTION OF WORK**

Before any work is started the Contractor must contact the Deerfield Regional Storm Water District for inspection of work. Any work done without the Storm Water District's approval or inspection will not be accepted or paid for.

## **OSHA SAFETY REGULATIONS**

In addition to the requirements of ODOT C&MS Section 107, the Contractor shall comply with the construction safety requirements of the Occupational Safety and Health Act.

## **MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the first quality, proper and sufficient for the purpose contemplated. The Contractor shall furnish, if so required, satisfactory evidence as to the kind and quality of materials and workmanship.

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

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

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

***DEERFIELD REGIONAL STORM WATER DISTRICT RESERVES THE RIGHT TO ADD OR DELETE WORK (QUANTITIES) IF SO DESIRED.***

## **RESPONSIBILITY**

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

## **SITE CONDITIONS**

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

## **USE OF PREMISES**

The Contractor shall confine his equipment, tools, the storing of materials, and the operations of his workmen within the right-of-way and/or work limits as approved by the Deerfield Regional Storm Water District. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.

## **SANITARY SEWER FACILITIES**

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

## **OTHER PUBLIC UTILITIES**

The Contractor shall contact the Ohio Utilities Protection Service (OUPS or Ohio 811) at 811 or 1-800-362-2764 at least 48 hours, but not more than 10 working days before commencing any excavation. Field location by the Ohio Utilities Protection Service or the proper Utility Company shall be made before any work by the Contractor.

## **RESTORATION**

All areas affected by the Contractor's operations, shall be restored to their original condition within 72 hours of the completion of work causing restoration. The entrance to all construction sites shall be restored to the satisfaction of the Deerfield Regional Storm Water District and property owner.

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

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

## **NOTIFICATION OF PROPERTY OWNERS**

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

## **RIGHT-OF-WAY, EASEMENTS, TRESPASSING, AND ADJACENT PROPERTIES**

The Contractor shall perform all work within the limits of the existing right-of-way, and any additional right-of-way or easements which have been acquired specifically for this project as shown on the construction plans. The Deerfield Regional Storm Water District shall be held harmless and without any liability if the Contractor or any of its representatives enter private property outside of the easement(s) provided. The Contractor is advised to stake the easements.

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

## **FINAL INSPECTION**

When the Work has been entirely completed and the final cleaning up has been performed, the Deerfield Regional Storm Water District 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 Storm Water District. When such items have been corrected by the Contractor, final inspection will be made. The work must pass final inspection before it will be accepted by the Owner.

## **ACCEPTANCE AND FINAL PAYMENT**

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

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

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

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

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ SS:

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

\_\_\_\_\_, being first and duly sworn,

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

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

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Ohio

My commission expires:

\_\_\_\_\_

## BONDING AND INSURANCE REQUIREMENTS

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

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

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

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

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

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

hereinafter called Surety, are held and firmly bound unto

Deerfield Regional Storm Water District  
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 \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part  
hereof for the construction of:

**2023-14 9650 Kelly Drive Driveway Replacement**

**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 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, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

**IN WITNESS WHEREOF**, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

_____	_____
(SEAL)	(Principal)
_____	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 Regional Storm Water District, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, to undertake the project known as:

### **2023-14 9650 Kelly Drive Driveway Replacement**

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 referenced project;

**NOW, THEREFORE**, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance

with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

**IF THE SAID PRINCIPAL SHALL** well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein;

**THEN THIS OBLIGATION SHALL** be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**THE SAID** Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

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

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

Attorney-in-fact

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

Surety Agent's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXPERIENCE STATEMENT

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

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

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

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DEERFIELD REGIONAL STORM WATER DISTRICT

CONSTRUCTION CONTRACT

This agreement (herein, the "Contract") is made on \_\_\_\_\_, between the Deerfield Regional Storm Water District, a political subdivision of the State of Ohio, (hereinafter, the "DISTRICT"), whose mailing address is 4900 Parkway Drive, Suite 150, Mason, Ohio, and \_\_\_\_\_ (hereinafter, the "CONTRACTOR"), whose principle place of business is \_\_\_\_\_.

In consideration of the mutual covenants contained in this agreement, the owner and CONTRACTOR agree as follows:

**SECTION I. GENERAL CONDITIONS**

The CONTRACTOR agrees to furnish all supervision, tools, insurance, equipment, labor, and materials necessary to fully complete the following project (hereinafter, the "Project") in a workmanlike manner, in accordance with the drawings and documents and within the times specified below:

General Conditions of the Contract:

- A. Description of the Project: This project takes place on private property. This projects includes but is not limited to the following items – removal and replacement of a concrete driveway and sidewalk, site restoration, seed and mulching.
- B. Drawings and Specifications, if applicable: Deerfield Township Administration Office, 4900 Parkway Dr., Ste. 150, Mason, OH 45040.
- C. Project work to begin on: \_\_\_\_\_, 20\_\_\_\_

D. Unless terminated by the DISTRICT earlier in accordance with the provisions herein, the Project work is to be completed on or before: \_\_\_\_\_, 20\_\_\_\_

**SECTION II. CONTRACT PRICE**

Subject to additions and deductions by change order as mutually agreed in writing by the parties, upon completion of the project and acceptance of such project as satisfactory by the DISTRICT, and as full compensation to the CONTRACTOR, the DISTRICT agrees to pay the CONTRACTOR the sum of: \_\_\_\_\_ dollars (\$\_\_\_\_\_).

**SECTION III. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR is expected to have examined carefully the areas of proposed work and any other relevant documents or materials before executing this contract. By executing this contract, it shall be deemed that the CONTRACTOR has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Project and contract.

The CONTRACTOR is responsible for the construction means, methods, techniques, sequences, and procedures for performing the Project work. The CONTRACTOR shall be responsible to the DISTRICT for acts and omissions of the CONTRACTOR’S employees, subcontractors and agents performing Project work.

The CONTRACTOR shall comply with and be responsible for the payment, withholding and reporting for any and all taxes associated with the Services, including, but not limited to, any federal or state unemployment taxes and federal, state, and local income taxes, Social Security tax, or any other amounts for benefits due to the CONTRACTOR’S employees. Further, the CONTRACTOR shall provide any insurance coverage or other benefits required by law for its employees or business operation, including, but not limited to, Workers’ Compensation. The CONTRACTOR shall have no authority to bind the DISTRICT to any agreements without the DISTRICT’S express consent.

The CONTRACTOR shall secure and pay for all permits, fees, licenses, and inspections by government agencies necessary to complete the Project work.

**SECTION IV. REPORTING, CONSULTATION & INQUIRIES**

Unless otherwise notified, in writing, the CONTRACTOR shall report to, consult with, and direct all inquiries concerning this contract, the facilities involved or specifications or alternative proposals to:

Jeff Thomas  
Deerfield Regional Storm Water District  
4900 Parkway Drive, Suite 150  
Mason, Ohio 45040  
Office – (513) 770-2387  
Fax - (513) 770-2393

## **SECTION V. WARRANTIES**

The CONTRACTOR warrants to the DISTRICT that materials and equipment furnished to perform Project work will be of good quality and new unless drawings and specifications require otherwise. The CONTRACTOR further warrants the work will conform to the specifications and will be free from defects.

## **SECTION VI. INSURANCE/LIABILITY**

The CONTRACTOR warrants that it is now in, and will maintain, its good standing with such governmental agencies, all licenses, permits, registrations, authorizations, or certifications in force during the term of this Contract.

Before starting work, the CONTRACTOR shall furnish to the DISTRICT, with copies to named additional insured, certificates from the CONTRACTOR's insurance company, including the Ohio Industrial Commission, acceptable to the DISTRICT that insurance has been issued to the CONTRACTOR providing for insurance as listed below. The CONTRACTOR shall name the Deerfield Regional Storm Water District and Strand Associates, Inc. under all insurance policies. Such certificates shall state that the insurance will give the DISTRICT not less than thirty (30) days' notice prior to any cancellation or material change in such policies

1. The CONTRACTOR shall furnish the DISTRICT, with copies to named additional insured, one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that it has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensation. If the CONTRACTOR is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the DISTRICT.
2. The CONTRACTOR shall furnish to the DISTRICT, with copies to named additional insured, one (1) copy of a Comprehensive General Liability (CGL) certificate covering against bodily injury liability for not less than \$100,000 per person and \$300,000 per occurrence.
3. Additional Insurance shall be carried for not less than \$50,000 property damage.

All of the insurance referred above shall be kept in full force and effect, during the term of the contract.

## **SECTION VII. INDEMNIFICATION FROM GENERAL LIABILITY**

The CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the DISTRICT and its representative against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees.

The CONTRACTOR agrees to protect, defend, indemnify and hold harmless the DISTRICT and its appointed, elected, and administrative officers, employees and agents from and against any and all

claims suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of CONTRACTOR and its employees, its officers, agents or independent successor companies in the performance of its contractual responsibilities.

### **SECTION VIII. CERTIFICATE OF COMPLETION**

When the CONTRACTOR has completed the work, the CONTRACTOR shall so notify the DISTRICT in writing. Within days after receipt of such notice, the DISTRICT or its agent shall inspect the work and, if the work is satisfactory, shall issue a final certificate stating that it has accepted the work as fully performed under the terms of the contract and that the final payment, consisting of the entire balance of the contract price, is due to CONTRACTOR. The DISTRICT shall make the final payment within days after the issuance of such a certificate.

### **SECTION IX. NON-DISCRIMINATION**

CONTRACTOR certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, the Ohio Civil Rights Law and the Omnibus Budget Reconciliation Act of 1981, and the American with Disabilities Act of 1990. During the performance of this Agreement, CONTRACTOR will not discriminate against any employee, contract worker, or applicant for employment, or contract work because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief, or place of birth.

### **SECTION X. TERMINATION**

The DISTRICT shall have the right to terminate the Contract at any time prior to the CONTRACTOR commencing work on the Project or upon CONTRACTOR's default of the Contract. For purposes of the Contract, a "default" shall occur if CONTRACTOR (i) refuses or fails to supply enough properly skilled workers to complete the Services; (ii) disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; (iii) otherwise is guilty of substantial breach of a provision of the Contract; or (iv) is adjudged bankrupt, or if CONTRACTOR made a general assignment for the benefit of creditors or if a receiver is appointed on account of such insolvency.

### **SECTION XI. INCORPORATION BY REFERENCE OF CONTRACT DOCUMENTS**

The drawings and specifications, together with this agreement, form the contract, and they are as fully a part of the contract as if attached to or repeated in this contract.

This agreement supersedes all other oral or written agreements so that this agreement is the only agreement between the parties.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed as original, on the date first above mentioned.

**CONTRACTOR:**

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

Title:

**DISTRICT:**

DEERFIELD REGIONAL STORM WATER DISTRICT

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

Title:



**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS  
AND BID CONDITIONS FOR  
THE DEERFIELD REGIONAL STORM WATER DISTRICT IMPROVEMENT 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.

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





**CORRECTION PERIOD**

TO: DEERFIELD REGIONAL STORM WATER DISTRICT      DATE: \_\_\_\_\_  
4900 PARKWAY DRIVE  
SUITE 150  
MASON, OHIO 45040

The undersigned, \_\_\_\_\_, having heretofore entered into a contract with Deerfield Regional Storm Water District, dated \_\_\_\_\_, for the Improvement, Repair, and Construction of:

**2023-14 9650 Kelly Drive - Driveway Replacement**

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

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

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

# RELEASE OF LIEN

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

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

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

## 2023-14 9650 Kelly Drive - Driveway Replacement

In WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

By \_\_\_\_\_

\_\_\_\_\_  
Title

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 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:

### **2023-14 9650 Kelly Drive - Driveway Replacement**

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.

\_\_\_\_\_  
Deerfield Regional Storm Water District  
Attorney

\_\_\_\_\_  
Date

## CERTIFICATION OF SECRETARY/ TREASURER

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 Regional Storm Water District, or is in the process of collection to the credit of the appropriate fund and is free from any prior encumbrances.

\_\_\_\_\_  
Secretary /Treasurer

\_\_\_\_\_  
Date

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

**DEERFIELD REQUIREMENTS**

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

**CERTIFICATION OF CONTRACTOR**

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

\_\_\_\_\_  
Signature

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

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

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



# BIDDER INFORMATION SHEET

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

(Please Print)

**COMPANY NAME:** \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PROJECT CONTACT PERSON:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_



**2023-14 9650 Kelly Drive - Driveway Replacement**  
**PROPOSAL**

**THE FOLLOWING PROPOSAL IS HEREBY MADE TO:**  
**DEERFIELD REGIONAL STORM WATER DISTRICT**  
**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 2023-14 9650 Kelly Drive Driveway Replacement, in accordance with the Plans, Specifications, and all Contract Documents prepared by Deerfield Regional Storm Water District and in accordance with the unit prices bid in the proposal.

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

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

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

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

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

**CONTRACT TIME AND LIQUIDATED DAMAGES:** The Undersigned hereby acknowledges the time to complete the Contract and the subsequent damages thereof in accordance of all Contract Documents. The Undersigned agree to substantially complete the entire project within one hundred twenty (120) days from Notice to Proceed.

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

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

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

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

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

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

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**Contractor**

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<b>BY: Name (Print)</b>	<b>Title</b>
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<b>Signature</b>	<b>Date</b>
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**Business Address**

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<b>City</b>	<b>State</b>	<b>Zip Code</b>
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**Deerfield Regional Storm Water District**

**2023-14 9650 Kelly Drive - Driveway**

**Replacement**

**Attachment #1**

**Bid Form**



Bid Form

2023-14 9650 Kelly Dr. - Driveway Replacement

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
202	Pavement Removed, Concrete Driveway	413	SQ YD		
202	Sidewalk Removed	72	SQ FT		
452	5" Non Reinforced Concrete Driveway - Class C, 4000 psi, medium set	383	SQ YD		
452	6" Non Reinforced Concrete Drive Approach - Class C, 4000 psi, medium set	30	SQ YD		
608	6" Concrete Walk - Class C, 4000 psi, medium set	72	SQ FT		
624	Mobilization	1	LS		
	Stormwater Pollution Prevention - Concrete washout control	1	LS		
	Site Restoration - Cleanup, topsoil, seed, straw	1	LS		
	<b>TOTAL</b>				

**Deerfield Regional Storm Water District**

**2023-14 9650 Kelly Drive - Driveway**

**Replacement**

**Attachment #2**

**Technical Specifications**

**TECHNICAL SPECIFICATIONS  
FOR  
2023-14 9650 KELLY DR DRIVEWAY REPLACEMENT PROJECT  
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO**

**GENERAL:**

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

- State of Ohio Department of Transportation Construction and Material Specification
- Construction and Material Supplement
- Specifications Standard Construction Drawings
- Warren County Construction and Material Standards
- Ohio Manual of Uniform Traffic Control Devices for Streets and Highways

The quantities shown are based on estimated field data. Actual quantities will be based on calculated field measurements and/or accepted receipts.

***THE DEERFIELD REGIONAL STORMWATER DISTRICT (DISTRICT) RESERVES THE RIGHT TO ADD OR DELETE WORK (QUANTITIES) IF SO DESIRED.***

**Qualifications:**

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

**Project Start Date:**

The Contractor shall only perform the construction work or order supplies or materials after the District has issued a written notice to proceed. The Contractor shall not begin any construction work until after a preconstruction meeting with the Contractor and Deerfield Township has been held at a time and date specified by the District. The preconstruction meeting will be held at the Deerfield Township Administration Office at 4900 Parkway Drive Suite 150, Mason, OH.

**Schedule of Work:**

Work hours shall include Monday through Friday, 7:00 a.m. -7:00 p.m. and may consist of Saturdays if necessary to meet the completion date. If work needs to be scheduled on Saturdays to meet the completion date, working hours shall begin no earlier than 9:00 am and no later than 6:00 pm. In addition, night work of any type shall be strictly prohibited.

**Utility Notification:**

The contractor shall call 8-1-1 or 1-800-362-2764 at least 48 hours before construction begins. By law, everyone must contact the Ohio Utilities Protection Service at 8-1-1 or 1-800-362-2764 at least 48 hours but at most ten working days (excluding weekends and legal holidays) before beginning ANY digging project. In accordance with the law, everyone is required to call OUPS and have the utilities located and marked before doing any digging in the area. The Contractor shall notify at least 48 hours before breaking ground all public and private service corporations and companies having wires, poles, conduits, maintenance holes, or other structures that may be affected by the construction of 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 contacted directly. The Contractor shall indemnify and hold Deerfield Regional Stormwater District harmless and without liability if any Owner of underground utilities claims that the actions or inactions of the Contractor or any subcontractors have damaged their property. No additional compensation will be due to the Contractor for any repair on any utility service.

**Protection of Areas Outside of Work Limits:**

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

**Right-of-Way, Trespassing, and Adjacent Properties:**

The Contractor shall perform all work within the right-of-way. If the Contractor chooses to enter private property outside the right-of-way, easements, and construction limits, the Contractor does so at his own risk. The Contractor and their representatives shall always 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. The General Contractor shall indemnify and hold the Deerfield Regional Stormwater District harmless and without liability if any adjacent property owner claims that their property has been damaged by the actions or inactions of the General Contractor or any subcontractors. The Contractor is advised to stake the right-of-way, easements, and construction limits. If the contractor chooses to stake the construction limits, all costs for staking shall be considered incidental to all other bid items and will not be paid as a specific unit bid item.

**Storage of Material:**

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

**Mobilization:**

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

Any lane closures **must** be approved by the District. Lane closures shall adhere to the Ohio Manual of Uniform Traffic Control Devices manual and may require the use of an arrow panel. The expense of such items shall be considered incidental. All costs for maintaining traffic shall be considered incidental to all other bid items and will not be paid as a specific unit bid item.

**Item 608 – Walks, Curb Ramps, and Truncated Domes:**

This work will include removing and replacing the existing walks, curb, and gutter per the ODOT - Construction and Material Specifications, modified as follows.

The contractor shall repair the new sidewalk to match the existing sidewalk.

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

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

All sprinkler heads, irrigation lines, or underground fencing disturbed or broken shall be fixed at the contractor's expense; the area must then be restored to pre-construction conditions. The payment for adjusting these sprinkler heads, irrigation lines, or underground fences shall be incidental to all items in this contract. No additional compensation will be due to the Contractor for any repair of these areas.

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

Concrete must be cured with a spray-applied, white-pigmented curing compound. The contractor is responsible for all restoration, including topsoil, seed, straw, netting, etc. Restoration must be completed within 72 hours of the concrete being poured.

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

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

The contractor shall install the joint expansion material. The project proposal shall include all work, materials, and labor associated with the expansion materials.

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

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

Payment for all labor, materials, and traffic control shall be at the unit price bid for:  
SF Sidewalk, LF of Curb, or SF Truncated Dome

## **Stormwater Pollution Prevention**

Concrete trucks and other equipment shall not be washed into the storm drain. The Contractor shall provide a concrete washout area that will prevent runoff of wash water and will be removed at the end of the project.

Payment for stormwater pollution prevention will be as a lump sum or as shown on the proposal.

### **Item 614 - Maintaining Traffic:**

Traffic control shall be the sole responsibility of the Contractor. The Deerfield Regional Stormwater District shall be held harmless from liabilities caused by improper traffic control by the Contractor. The contractor shall indemnify the District from any liabilities due to improper maintenance of traffic. All road construction signs shall also be the responsibility of the Contractor. All traffic control shall always conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and the Ohio Department of Transportation Standards.

Any temporary traffic control devices that the District determines to be substandard shall be repaired to the satisfaction of the District or shall be immediately removed from the site and replaced with acceptable devices.

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

Methods of maintaining traffic shall conform to the Manual of Uniform Traffic Control Devices and Item 614 of the ODOT Specifications.

The cost for maintaining traffic shall be included in each quantity's unit bid price, not as a separate pay item.

### **Restoration:**

This includes but is not limited to labor, shredded topsoil, seed, and straw. The grass seed shall be tall Fescue, sun/shade blend.

Any damage to the existing sidewalk, irrigation system, driveways, roadway, or landscaping outside the specified project limits shall be repaired at the contractor's expense. All restoration must be performed promptly and at the direction of the District. Restoration must be completed within 72 hours of the concrete being poured.

Payment for all restoration work described above, including labor, materials, and equipment, shall be at the unit price bid or as shown on the Proposal.

**Sump Pump Drains and Master Sump Lines:**

Should the contractor damage any existing sump pump drain pipes or master sump lines that are currently in place. The payment for adjusting these existing drains or lines shall be incidental to all items in this contract. No additional compensation will be due to the Contractor for any repair of these areas.

**Cleanup:**

The work site shall be left as clean as or cleaner than its pre-work condition. Clean-up shall be completed within two hours after debris has been placed around the location of each section of sidewalk or driveway requiring removal. All lawn areas shall be raked, and all paved areas shall be swept. All debris caused by the removal or installation shall be cleaned up before moving to a new location or leaving the site for the day. Cleanup for restoration, bringing in shredded topsoil to fill holes, leveling and grading of the site, final cleanup, and grass seeding shall be done promptly as directed by the District.

Disposal of concrete and debris shall be the contractor's responsibility.

**Safety Standards:**

All equipment and work must comply with the most current revision of American National Standards Institute Standard A138.1-2014 (Safety Requirements for materials, mix design, construction methods, and quality control). These standards are made part of this contract by this reference.

**Damages:**

Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, irrigation, wire damage, building damage, street damage, etc., will be repaired or replaced promptly to the District's satisfaction, and all costs paid by the Contractor.

**Public Safety – Private property:**

Public safety and the protection of Private Property shall be the sole responsibility of the Contractor. The Contractor shall take care to protect pedestrians, the traveling public, or domesticated animals from harm, parked vehicles, fences, driveways, houses, garages, or other items from damage. All items harmed or damaged will be remedied or repaired at the Contractor's expense. The contractor shall indemnify the Deerfield Regional Stormwater District from any liabilities under this contract.

**Deerfield Regional Storm Water District**

**2023-14 9650 Kelly Drive - Driveway**

**Replacement**

**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.



### 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		<b>TOTAL HOURLY FRINGES</b>	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	





# PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>
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**As of January 1, 2024:**

<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$98,974</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$29,653</b>
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)