



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

ENTER INTO CONTRACT WITH THE AERO-MARK COMPANY LLC., INC. FOR THE 2023 STRIPING PROJECT

WHEREAS, pursuant to Resolution #23-0602 dated May 16, 2023, this Board approved a Notice of Intent to Award Bid for the 2022 Striping Project to The Aero-Mark Company LLC, for a total bid price of \$171,172.45; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with The Aero-Mark Company LLC, 10423 Danner Drive , Streetsboro, Ohio 44241, for a total contract price of \$171,172.45; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of June 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

cc: c/a— The Aero- Mark Company LLC
Engineer (file)
OMB Bid file



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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

**APPROVE NOTICE OF INTENT TO AWARD BID TO THE AERO- MARK COMPANY, LLC
FOR THE 2023 STRIPING PROJECT**

WHEREAS, bids were closed at 9:00 a.m., on May 3, 2023, and the bids received were opened and read aloud for the 2023 Striping Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Ryan, Project Technician, The Aero- Mark Company, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer's Office, that it is the intent of this Board to award the contract to The Aero- Mark Company, LLC, 10423 Danner Drive, Streetsboro, Ohio 44241, for a total bid price of \$171,172.45; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

cc: Engineer (file)
OMB Bid file



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***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

BID OPENING

May 3, 2023

BID OPENING –

Bids were closed at 9:00 a.m. this 3rd day of May and the following bids were received, opened, and read aloud for 2023 Striping Project for the Warren County Engineer's Office.

The Aero-mark Company LLC
Streetsboro, Ohio

\$171,172.43

Michael Ryan, Project Technician, will review bids for a recommendation at a later date.

cc: Bid File

OMB

E/O (file)

PLAN HOLDERS LIST

2023 Striping Project

Individuals or companies can be added to the plan holders list by contacting Krystal Powell at krystal.powell@co.warren.oh.us

Name	Company	Phone Number	E-mail Address
Denee Cahill	Aero-Mark Company, LLC	330-995-0100	Denee.c@aeromarkcompany.com

***BID/CONTRACT DOCUMENTS
2023 STRIPING PROJECT
ON BEHALF OF
NEIL F. TUNISON
WARREN COUNTY ENGINEER***

**WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250**

PROPOSAL PRICE (BID) SHEET

**BID PROPOSAL
2023 STRIPING PROJECT**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
	2023 Striping Project				
643	Center Line	42.429	Mile		
643	Edge Line	82.294	Mile		
643	Channelizing Line, 8 inch	2860	FT		
643	Stop Line	824	FT		
643	Transverse/Diagonal Line, 24 inch, Yellow	1,128	FT		
643	Transverse/Diagonal Line, 24 inch, White	68	FT		
643	Lane Arrow	37	Each		
643	Word' ONLY" on Pavement, 72"	16	Each		
643	Crosswalk Line	2,848	FT		
643	School Symbol Marking	5	Each		
643	R/R Marking	4	Each		
			Total Bid Price =		

BID PROPOSAL-cont.

Proposal for the Pavement Markings for the 2023 Warren County Striping Project. The project shall be as per plans and specifications as provided by the Warren County Engineer.

The undersigned do hereby propose to furnish all labor, materials, tools, equipment, etc., necessary to complete the Pavement Markings on roads located in Warren County, Ohio.

TOTAL BID PRICE \$ _____

The above quotation to be in full force and effect for sixty (60) days after the date of opening bids. The contract will be awarded to the best bid based on the qualifications of the Contractor and the total price of the **TOTAL BID PRICE**. The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

SIGNED

PRESIDENT

COMPANY

SECRETARY

BY

TITLE

DATE

ADDRESS

EXCEPTION SHEET

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

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

BIDDER IDENTIFICATION

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

E-MAIL ADDRESS:

FEDERAL ID #:

WEBSITE ADDRESS:

TABLE OF CONTENTS

Proposal Price (Bid) Sheet
Exception Sheet
Bidder Identification

- A) Invitation to Bidders
Directions to Warren County Administration Building
- B) General Instructions to Bidders
- C) Affidavit of Non-Collusion
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bond & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Non-Discrimination and Equal Employment Opportunity Requirements and Affidavit
- K) Findings for Recovery Affidavit
- L) Wage Rate Determination
- M) Special Provisions/Technical Specifications

SECTION A

INVITATION TO BIDDERS

INVITATION TO BIDDERS

Separate sealed bids for the 2023 Striping Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 9:00 a.m., May 3, 2023, and then at said time publicly opened and read aloud.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Michael Ryan, Project Technician, at the Warren County Engineer's Office, at (513) 695-3328. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

All bids shall be sealed and plainly marked "**Bid Opening – 2023 STRIPING PROJECT, May 3, 2023 @ 9:00 a.m.**"

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

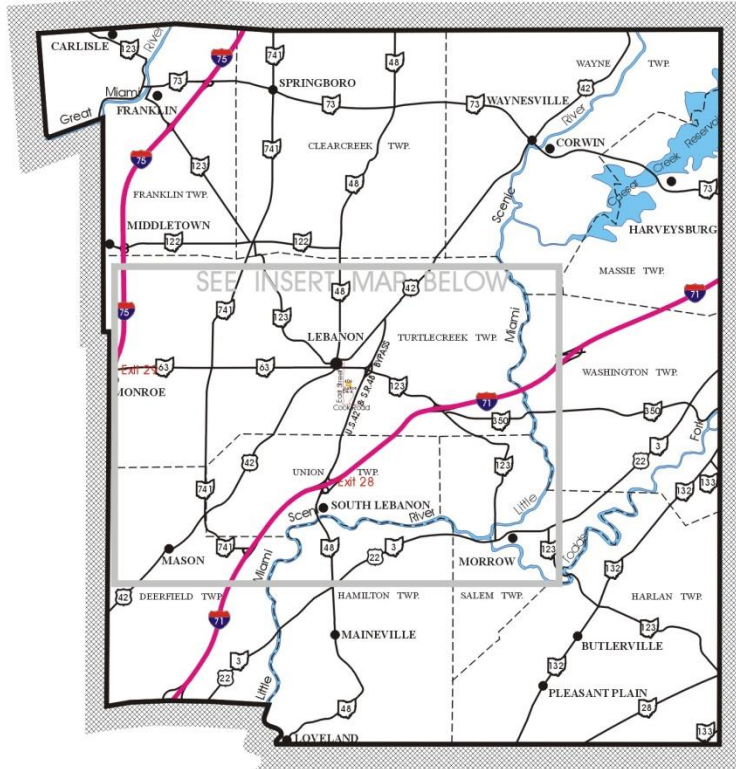
By order of the Board of County Commissioner, County of Warren, State of Ohio.

Tina Osborne, Clerk



DIRECTIONS FROM INTERSTATE HIGHWAYS 71 & 75 TO WARREN COUNTY, OHIO

COUNTY ADMINISTRATION BUILDING

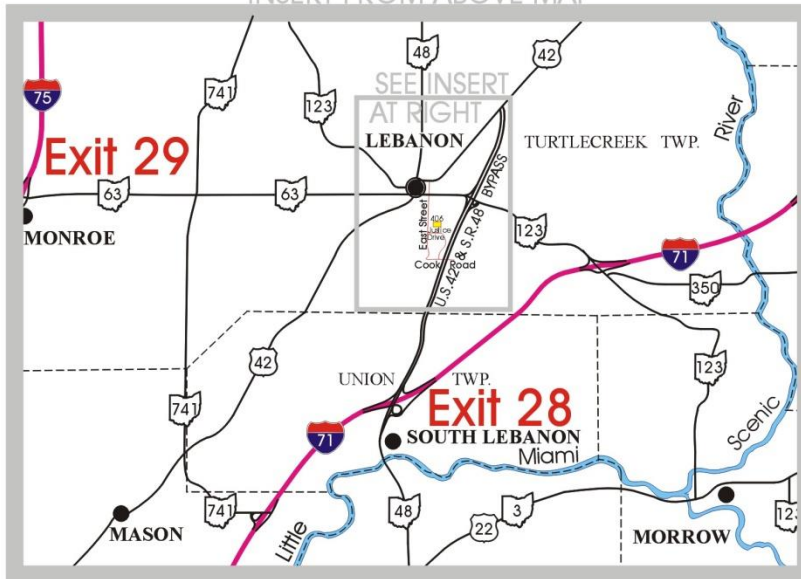


TRI-STATE REGION COUNTIES

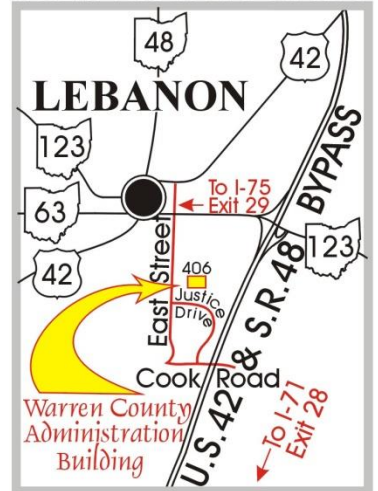


- FROM INTERSTATE 75:**
- Take Monroe / Lebanon Exit 29,
 - Head East on S. R. 63 into Lebanon,
 - Turn right onto East Street,
 - Turn left onto Justice Drive,
 - Turn left into parking lot,
 - At first driveway on left.
- FROM INTERSTATE 71:**
- Take Lebanon / South Lebanon Exit 28,
 - Head North on U. S. 42 / S. R. 48 Bypass,
 - Turn left onto Cook Road at traffic light,
 - Turn at first right onto Justice Drive,
 - Turn right at first street on right,
 - Then left into parking lot at first left.

INSERT FROM ABOVE MAP



INSERT FROM MAP AT LEFT



Map Prepared By: Warren County Regional Planning Commission

SECTION B

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until 9:00 a.m., May 3, 2023, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036. Bids shall be submitted in a sealed envelope clearly marked **"Bid Opening – 2023 Striping Project, May 3, 2023 @ 9:00 a.m."**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **Withdrawal of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.
3. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.
4. **Method of Bidding:** The Owner invites the following bid(s):

2023 STRIPING PROJECT

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the construction described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;

- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder;
 - c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
 - d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
 - e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.
 - f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
 - g. The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
5. **Qualification of Bidder:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.
6. **Bid Security:** Each bid must be accompanied by cash, certified check of the bidder, letter of credit equal to ten (10) percent of the bid, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
7. **Liquidated Damages for Failure to Enter into Contract:** Submission of a bid shall be a representation by the Contractor that it has fully reviewed and is familiar with the Contract and all contract documents as defined in the contract and will execute the contract if awarded the bid. The successful bidder, upon his/her failure or refusal to execute and deliver the Contract (attached hereto) and required bonds within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by August 25, 2023. The completion date may be extended in the event of adverse weather conditions. Bidder must agree also to pay as liquidated damaged the sum of \$300.00 for each consecutive calendar day thereafter.

9. **NO DAMAGE FOR DELAY:** No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated damages for any such delays. Examples of delays include (but are in no manner limited to) obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or acts of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.
10. **Conditions of Work:** Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor.
11. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to: Michael Ryan, Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio, 45036, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. **Security for Faithful Performance:** Simultaneously with the delivery of the executed Contract, the Contractor shall furnish payment and performance bonds as security for faithful performance of this contract and for the payment of all subcontracts, suppliers and laborers performing labor on the project under the Contract and furnishing materials in connection with the Contract.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.
13. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
14. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. **Method of Award - Lowest Qualified Bidder:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
16. **Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
17. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the Contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
18. **Examination of Site:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
19. **Soil Conditions:** Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition. The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.
20. **Water Supply:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

21. **Working Facilities:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
22. **Permits:** The Contractor shall take out all necessary permits from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permit issued by the proper authority shall be borne by the contractor.
23. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as", or "sole owner." The bidder shall further state in his/her proposal the name and address of each person or corporation interested therein.
24. **Right to Accept or Reject Proposals:** The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
25. **Non-Collusion Affidavit:** The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (Section C). This affidavit shall be dated and executed as part of this bid.
26. **EEO Compliance:** Bidders please see Section J for EEO Compliance Requirements and Affidavit.
27. **Prevailing Wage Rates:** This Project is subject to Prevailing Wage Requirements. In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Act. A copy of these prevailing wage rates has been included in these specifications as Exhibit L. Every Contractor and Subcontractor who is subject to Ohio Revised Code, Chapter 4115 shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Prevailing Wage Coordinator for the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/ She shall also deliver to the Prevailing Wage Coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

In case the Owner orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person not herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such

trade or occupation, not less than the wage so included. Insofar as possible, local labor shall be employed on this work.

28. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization, No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
29. **Required Insurance:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his/her own cost and expense purchase and maintaining in force until final acceptance of his/her work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Board of Warren County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item D) and Property Damages (Item E) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B – Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000 for explosion underground and collapse, commonly known as “XCU.” The following endorsement documents provided by Warren County:

- a. CG 20 10 10 01 – additional insured endorsement (or equivalent)
- b. CG 20 37 10 01 – additional insured endorsement (or equivalent)
- c. CG 25 03 03 97 – designated location aggregate (or equivalent)

General Liability needs to be written on Primary/Non-contributory basis for the benefit of the additional insured.

Item C – Umbrella: In an amount not less than \$1,000,000 occurrence and \$1,000,000 aggregate. Umbrella needs to attach to General Liability, Employers Liability, Auto Liability. Umbrella needs to be written on follow-form primary.

Item D - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item E - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item F - (If Applicable) - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, and F shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item F (if applicable) shall be in an amount and form as each railroad or utility company may require.

Builders Risk Insurance: All Risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction. (Sample form at end of this section)

30. **Maintenance of Rights-Of-Way:** All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.
31. **Lights, Signs and Barricades:** Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract and shall be the sole responsibility of the Contractor.
32. **Foreign Corporation and Contractors:**

Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

33. **Subcontracts:** Contractor shall provide an explanation as part of its bid package of all subcontractors intended to be used in performance of the work described in Part II, Section

D. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, the Contract, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors 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.

34. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section I) and submit with your bid. ***This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.***
35. **Description of Project:**

See Section M
36. **Scope of Work:** Provide all work as required by Contract and described in the Specifications herein (Section M) as necessary to provide for project completion.
37. **Required Forms:** Each Bidder shall complete and submit the following forms with his/her bid:
Proposal Price (Bid) Sheet
Exception Sheet
Bidder Identification
Non-Collusion Affidavit
Bid Guaranty & Contract Bond
Experience Statement
Affidavit of Non-Delinquency of Taxes
Certificate of Compliance Non-Discrimination and Equal Employment Opportunity Affidavit
Findings for Recovery Affidavit
38. The successful Contractor may be required, at the request of the Owner, to submit a list of sub-contractors and suppliers for said project.
39. **Additional Obligations Upon Contract Award:** Upon award of the bid but prior to execution of the Contract and Notice to Proceed, the Contractor shall submit all of the following documents, completed as required:
 - 1) Contract
 - 2) Required Bonds
 - 3) Payment Draw Schedule (Required for Projects of \$500,000 or more)
 - 4) Certificates of Insurance
40. ***Entire bid packet must be completed (except contract – Section F) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.***
41. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Board of Warren County Commissioners
406 Justice Drive, Lebanon, OH 45036

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Board of Warren County Commissioners 406 Justice Drive Lebanon, OH 45036
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

****SAMPLE****

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

SECTION C

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NONCOLLUSION

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The bid/proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake bid/proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

The price of the bid/proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal date on _____

AFFIANT

Subscribed and sworn to before me this ____ day of _____ 20 ____

(Notary Public),

_____ County.

My commission expires _____ 20 ____

SECTION D

BID GUARANTY AND CONTRACT BOND

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 Warren County Board of Commissioners hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____ to undertake the project known as:

2023 STRIPING PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige, In no case shall the penal sum exceed the amount of _____ DOLLARS, \$_____.

If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige 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 Oblige 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 Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige 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 Oblige 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 Oblige 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 Oblige herein; **THEN THIS OBLIGATION SHALL**

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

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

SIGNED AND SEALED this ____ day of _____ 2023.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION E
PERFORMANCE BOND

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

WARREN COUNTY, OHIO BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

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

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

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

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to be performed 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 _____ 2023.

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Pursuant to Ohio Revised Code §122.87(A) a surety company is defined as, “. . . a company that is authorized by the department of insurance to issue bonds as a surety”.

SECTION F

CONTRACT

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **NAME AND ADDRESS**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2023 STRIPING PROJECT

hereinafter called the project, for the sum of **\$AMOUNT (AMOUNT TYPED OUT)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

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 fully complete the project by August 25, 2023. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 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 a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

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

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

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Shannon Jones, President

(Seal)
ATTEST:

NAME

_____ By: _____
Name

Approved as to Form: _____
Title

Assistant Prosecutor

SECTION G

BONDING AND INSURANCE REQUIREMENTS

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.

SECTION H

EXPERIENCE STATEMENT

EXPERIENCE STATEMENT

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

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

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

SECTION I

***AFFIDAVIT OF NON-DELINQUENCY OF REAL
AND/OR PERSONAL PROPERTY TAX***

SECTION J

***EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS,
BID CONDITIONS AND
NON-DISCRIMINATION AND EQUAL
EMPLOYMENT OPPORTUNITY AFFIDAVIT***

**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 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

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.*

SECTION K

FINDINGS FOR RECOVERY AFFIDAVIT

FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

- 1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,
- 2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,
- 3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 2023.

Notary Public
My Commission expires: _____

SECTION L

WAGE RATE DETERMINATION

INSERT WAGE RATE DETERMINATION HERE

SECTION M

***SPECIAL PROVISIONS/TECHNICAL
SPECIFICATIONS***

2023 - STRIPING PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS
FOR STRIPING PORTIONS OF
WARREN COUNTY ROADS WITH
ITEM 643 POLYESTER PAVEMENT MARKING
WARREN COUNTY, OHIO
ON BEHALF OF
NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER

BID SUBMITTED BY:

CONTRACTOR

ADDRESS

SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

DESCRIPTION

This work shall consist of furnishing all materials, equipment and labor necessary for the required pavement preparation and application of uniformly retroreflective pavement marking materials to the roads shown on Attachment "A" and "B".

All material furnished, work performed, and equipment used shall conform to Section 640 - Pavement Marking (specifically Item 641 and Item 643 respectively) of the 2019 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 Warren County Engineer's designated representative shall determine when restarts are in order.

MATERIAL

All pavement marking materials shall conform to 641.02 and 643.02 of the current ODOT Construction and Materials Specifications. Pavement marking material will be furnished by the Contractor and applied to roads as determined by the Engineer.

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.

PROJECT START DATE

No work may be started until a preconstruction meeting has been held at the office of the Warren County Engineer and a written notice-to-proceed has been given by the Board of Warren County Commissioners.

COMPLETION DATE

All work shall be completed by August 25, 2023. No work shall be done between 6:00 p.m. Friday and 6:00 a.m. Monday or during holidays. In addition, night work of any type shall be strictly prohibited.

CHANGE ORDERS

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

PROTECTION OF AREAS OUTSIDE OF WORK LIMITS

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by

SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

construction traffic for access to and from the work areas. Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation will be due to the Contractor for any repair of these areas.

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. The County of Warren 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. No work shall be done between 6:00 p.m. Friday and 6:00 a.m. Monday or during holidays. In addition, night work of any type shall be strictly prohibited. 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 2023 ODOT Construction and Materials Specifications.

LAYOUT AND PREMARKING

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 by the Engineer at the preconstruction meeting.

PAVEMENT MARKING APPLICATION

Pavement markings should be made to all roads listed on Attachment "A" and "B", or as directed by the Engineer. Pavement marking application shall conform to 643.04 (for Item 643) of the 2023 ODOT Construction and Materials Specifications.

EQUIPMENT

Pavement marking equipment shall conform to 641.04 and 643.03 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.

SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

The Contractor will be required to supply one lead and one back up vehicle during the striping 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 both pavement marking material and beads, only the greater will be used for computing 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 re-striped 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.

METHOD OF MEASUREMENT

Center line and Edge 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 Engineer shall approve the quantities and/or resolve any discrepancies prior to performance of any additional work by the Contractor.

STORAGE OF CONSTRUCTION MATERIALS

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

2023 STRIPING PROJECT

ATTACHMENT "A"

Road	Begin Point	(Mile)	End Point	(Mile)	Road Miles	Centerline (Miles)	Centerline E.S.L.	Edgeline (Miles)
CLEARCREEK TOWNSHIP								
ITEM 643 POLYESTER PAVEMENT MARKING								
UTICA RD	BEGIN MAINTENANCE	1.080	LOWER SPRINGBORO RD (CR 22)	4.493	3.413	3.413		6.826
FACTORY RD	BEGIN MAINTENANCE	0.000	SPRINGBORO	0.545	0.545	0.545		1.090
WEIDNER	BEAL	0.000	LOWER SPRINGBORO RD (CR 22)	1.001	1.001	1.001		2.002
E.PEKIN RD	WEISENBERGER	0.000	UTICA	1.427	1.427	1.427		2.854
				Total =	6.386	6.386		12.772

2023 STRIPING PROJECT

ATTACHMENT "A"

Road	Begin Point	(Mile)	End Point	(Mile)	Road Miles	Centerline (Miles)	Centerline E.S.L.	Edgeline (Miles)	
WARREN COUNTY									
ITEM 643 POLYESTER PAVEMENT MARKING									
OLD 3C HIGHWAY (CR10)	US 22/3	0.000	US 22/3	1.229	1.229	1.229	2.426	2.458	
COLUMBIA RD (CR 15)	FIELDS-ERTEL RD (CR 1)	0.000	IRWIN-SIMPSON RD (TR 55)	1.807	1.807	2.204	3.908	3.614	
MORROW-ROSSBURG RD (CR 27)	STATE ROUTE 28	0.000	STATE ROUTE 132	2.285	2.285	2.285	2.35	4.570	
MIDDLETOWN RD (CR 30)	WAYNESVILLE RD (CR 39)	0.000	CORWIN RD (CR 47)	0.209	0.209	0.209	0.401	0.418	
STUBBS MILLS (CR35)	US 22	0.000	END COUNTY MAINTENANCE	5.204	5.204	5.204	9.717	10.408	
NEW BURLINGTON RD (CR 36)	VILLAGE OF CORWIN ECL	0.000	COMPTON RD (CR 240)	4.974	4.974	4.974	8.138	9.948	
CLARKSVILLE RD (CR 37)	CLINTON COUNTY LINE	0.000	WILMINGTON RD (CR 7)	2.238	2.238	2.238	3.059	4.476	
MASON-MORROW-MILLGROVE RD (CR 38)	COLUMBIA RD (CR 15)	1.013	VILLAGE OF SOUTH LEBANON WCL	1.219	0.206	0.206	0.412	0.412	
LYTLE FIVE POINTS RD (CR 46)	CROSSLEY/YANKEE ROAD	0.013	STATE ROUTE 48	2.095	2.082	2.364	4.418	4.164	
SHAKER RD (CR 48)	UNION RD (CR 33)	5.093	CITY OF FRANKLIN NCL	6.576	1.483	2.082	2.966	2.966	
HENDRICKSON RD (CR 80)	BUTLER COUNTY LINE	0.000	MIDDLETOWN CORP LINE	0.348	0.348	0.348	0.696	0.696	
HENDRICKSON RD (CR 80)	MIDDLETOWN CORP LINE	0.658	UNION RD (CR 33)	1.033	0.375	0.375	0.75	0.750	
MARKEY RD (CR 99)	CITY OF LEBANON CORP.	0.549	STATE ROUTE 123	1.005	0.456	0.456	0.912	0.912	
MCLEAN RD (CR 122)	STATE ROUTE 123	0.000	DEARTH RD (CR 123)	1.228	1.228	1.228	2.456	2.456	
DEARTH RD (CR 123)	STATE ROUTE 123	0.104	MCLEAN RD (CR 122)	1.201	1.097	1.097	2.194	2.194	
BUTTERWORTH RD (CR 156)	CITY OF LOVELAND NCL	0.505	FOSTERS-MAINEVILLE RD (CR 23)	3.303	2.798	2.802	5.298	5.596	
COZADDALE RD (CR 174)	CLERMONT COUNTY LINE	0.000	ROACHESTER COZADALE RD (CR 52)	0.656	0.656	0.656	1.312	1.312	
HAMILTON-MIDDLETOWN RD (CR 179)	BUTLER COUNTY LINE	0.000	DIXIE HIGHWAY (CR 19)	0.914	0.914	0.914	1.828	1.828	
OLIVE BRANCH RD (CR 217)	CORWIN RD (CR 47)	0.000	MURRAY RD (CR 219)	1.122	1.122	1.122	2.038	2.244	
WILSON RD (CR 237)	NEW BURLINGTON RD (CR 36)	0.000	ROXANNE NEW BURLINGTON RD	1.771	1.771	1.771	3.138	3.542	
COMPTON RD (CR 240)	NEW BURLINGTON RD (CR 36)	0.000	ROXANNE NEW BURLINGTON RD	1.930	1.930	1.930	3.684	3.860	
YOUNG RD (CR 259)	COMPTON RD (CR 240)	0.000	END COUNTY MAINTENANCE	0.349	0.349	0.349	0.698	0.698	
					Total =	34.761	36.043	62.799	69.522
					ITEM 643 PROJECT TOTAL =	41.147	42.429	62.799	82.294

2023 STRIPING PROJECT
 ATTACHMENT "B"

		Channelizing Line	Stop Line	Transverse (Yellow)	Transverse (White)	Arrows	Word "ONLY"	Crosswalk	School Markings	R/R Markings
Road	Location	FT	FT	FT		Each		FT	Each	Each
ITEM 643 POLYESTER PAVEMENT MARKING										
CLEARCREEK TOWNSHIP										
Utica Rd	Old 122		22							
	Lower Springboro		13							
Factory Rd	Lower Springboro		10							
Weidner Rd	Lower Springboro		12							
E.Pekin Rd	Utica		14							
	TOTAL =	0	71	0	0	0		0	0	0



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 9:00 a.m., May 3, 2023, and then at said time bids will be opened and read aloud for the 2023 Striping Project.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Michael Ryan, Traffic Safety Supervisor, at the Warren County Engineer's Office, at (513) 695-3328. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk