

NORTHFIELD CENTER TOWNSHIP

9546 Brandywine Road

Northfield Center Township, Ohio 44067

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TRUSTEES

Paul G. Buescher, Chair

John J. Romanik, Vice-Chair

Richard H. Reville

FISCAL OFFICER

Andrew LaGuardia

ADMINISTRATOR

Samuel J. Ciocco

August 29, 2017

PROPOSAL SPECIFICATIONS

THE YEAR 2017 ZONE 1 LEAF COLLECTION AND DISPOSAL CONTRACT

Sealed Proposal Deadline: September 5, 2017 at 4:00 p.m.

Place of Proposal: Northfield Center Town Hall
9546 Brandywine Road
Northfield Center, OH 44067
(330) 467-7646, ext. 5

Bond: 10% of proposal amount; cashier's check or
insurance company bond.

The sealed proposals will be opened and read aloud at the Regular Trustees Meeting of September 5, 2017, which commences at 7:00 p.m. in the Town Hall.

TITLE SHEET

TO THE BOARD OF TOWNSHIP TRUSTEES OF NORTHFIELD CENTER TOWNSHIP,
SUMMIT COUNTY, OHIO:

FOR: THE YEAR 2017 ZONE 1 LEAF COLLECTION AND DISPOSAL CONTRACT

SUBMITTED BY: _____

STREET: _____

CITY _____ P.O. BOX _____ STATE: _____

PHONE _____ CELL _____ EMAIL _____

LOCATION: **NORTHFIELD CENTER TOWNSHIP
COUNTY OF SUMMIT, OHIO**

DATE OF LETTING: Tuesday, September 5, 2017

TIME OF LETTING: **7:00 p.m.**

PLACE OF LETTING: **Northfield Center Township
9546 Brandywine Road
Northfield Center, Ohio 44067
(330) 467-7646 Ext. 5**

PROPOSAL PRICE: \$ _____

COMPLETION DATE: At the conclusion of Round 2

Each proposal shall be made upon the blank forms provided herein for that purpose. It must contain the full name and address of each person or company interested therein. It must also be accompanied by a bond or certified check drawn upon a bank within Summit County and payable to the Board of Township Trustees of Northfield Center Township, Summit County, Ohio, in the amount not less than ten percent (10%) of the amount proposal as a guaranty that if such proposal is accepted, the proposer will enter into a contract and properly secure the performance thereof by a bond of an acceptable surety company in the amount of one hundred percent (100%) of the proposal price within ten (10) days after written notification of the acceptance.

Formal Proposal

_____ Ohio, _____, 2017.

To the Fiscal Officer of the Board of Township Trustees of Northfield Center Township.

The undersigned proposer certifies that he has examined, in their entirety, the Notice to Proposers, Instructions to Proposers, Form of Contract, and Specifications that shall govern this proposal and are made a part of this proposal and the ensuing contract for **THE YEAR 2017 ZONE 1 LEAF COLLECTION AND DISPOSAL**.

DESCRIPTION OF THE PROPOSAL: **YEAR 2017 ZONE 1 LEAF COLLECTION AND DISPOSAL**

PROPOSAL PRICE: _____

The undersigned propose to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion the work called for under this improvement, all upon the terms and under the conditions and provisions set forth in this Proposal, in the Instructions to Proposers, Form of Contract and Bond, and in accordance with the Specifications for such proposal, and in consideration thereof, to accept from the Township, as full payment for the completion of each item as specified, the respective unit price hereafter set forth.

It is understood that if awarded the contract, the undersigned shall not be entitled to any claim for loss of profits.

The undersigned agrees that, if this proposal shall be accepted, the undersigned will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the work proposed, and, as a guaranty of the faithful performance thereof, to furnish at the time of execution of the contract, a bond in the amount equal to one hundred percent (100%) of the total proposal price, with sureties subject to the approval of the Township Trustees. Upon failure to execute the Contract and Bond as aforesaid, it is agreed that the undersigned shall forfeit the certified check accompanying the proposal to the Township as liquidated damages caused by such failure.

The proposer hereby agrees that the Board of Township Trustees has the right to reject any and all proposals, and the proposer will not dispute the correctness of the quantities used to determine the lowest and best proposal.

It is understood that the Board of Township Trustees may reject any and all unreasonable prices.

Accompanying this proposal is a certified check or proposal bond in the amount of

_____ Dollars (\$_____) payable to Northfield Center Township, which, it is agreed, shall be retained as liquidated damages in conformity with the form of Contract and will furnish a Performance Bond, as specified, within ten (10) days after notification of contract to the undersigned.

Firm Name: _____

By: _____
Signed

Title

Mailing address of all parties signing above:

**THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED
BY THE PROPOSER, IF THE PROPOSAL IS MADE BY A CORPORATION,
THEN BY THE PROPERLY AUTHORIZED AGENT.**

AFFIDAVIT

STATE OF OHIO _____)

SS.

COUNTY OF _____)

_____ being first duly sworn, deposes and says that he is
_____ (sole owner, a partner, president, secretary, etc.) of

_____, the party making the foregoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer, or anyone else, to put in a sham proposal, or that any one shall refrain from proposing; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the price of said proposer or any other proposer, or to fix any overhead, profit or cost element of such proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such proposal are true, and further, that said proposer has not directly or indirectly, submitted his proposal price or any breakdown thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the said proposer in his general business.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public
Seal of Notary

DECLARATION OF PERSONAL TAX DELINQUENCY

OHIO REVISED CODE 5719.042

I, _____ hereby affirm that

_____, proposer herein IS / IS NOT (as applicable) charged at the time of submitting this proposal with any delinquent personal property taxes on the general tax list of personal property of the County of Summit.

The amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is

\$ _____.

Signature

Title

STATE OF OHIO) (

COUNTY OF SUMMIT, SS.) (

Before me, a Notary Public, in and for said County, _____ personally appeared as authorized signatory for _____, and acknowledges that they have signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at

_____, Ohio, this _____ day of _____, 2017

NOTARY PUBLIC
Seal of Notary

**THE YEAR 2017 ZONE 1 LEAF COLLECTION AND DISPOSAL CONTRACT
ARTICLES OF AGREEMENT**

This Leaf Collection and Disposal Contract made and entered into this ____ day of _____, 2017 by and between the Board of Township Trustees of Northfield Center Township, Summit County, Ohio, and herein after designated as "first party" and _____ hereinafter designated as "second party." The duration of this one (1) year contract is for the Year 2017.

WITNESSETH:

That said second party, for and in consideration of the sum of \$_____ for the Contract Year 2017, \$_____, to be paid as hereinafter specified, hereby agrees to furnish unto said first party all the labor and materials required for **THE YEAR 2017 ZONE 1 LEAF COLLECTION AND DISPOSAL CONTRACT** in accordance with plans, drawings, and specifications for the same, hereto attached, which plans, drawings and specifications are hereby declared to be a part of this contract. Said second party further agrees to furnish said materials and to do the same work promptly, in a workmanlike manner, without hindrance or delay, the whole to be completed to the satisfaction of said first party, upon completion of Round 2. Any mechanic's lien will be paid for by the second party.

And said first party, for and in consideration of the true and faithful of said work and furnishing of said materials and/or equipment as aforesaid, hereby agrees to pay unto said second party, the sum of \$_____ for **THE YEAR 2017 ZONE 1 LEAF COLLECTION AND DISPOSAL CONTRACT** for the Contract Year 2017 upon completion and acceptance of the work in accordance with the specifications as accepted by the Trustees.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said first party Board of Trustees of Northfield Center Township, Summit County, Ohio. As required under Ohio Revised Code 5719.042, the second party swears he owes no delinquent property taxes in any county prior to the time that this contract is entered into.

Witness our hands, this ____ day of _____, 2017 on this YEAR 2017 LEAF COLLECTION AND DISPOSAL CONTRACT ARTICLES OF AGREEMENT.

BOARD OF NORTHFIELD CENTER TOWNSHIP TRUSTEES:

Paul G. Buescher

John J. Romanik

Richard H. Reville

CONTRACTOR:

Signed in duplicate in the presence of:

NORTHFIELD CENTER TOWNSHIP
YEAR 2017 LEAF COLLECTION AND DISPOSAL

Official Proposal Form

CONTRACTOR agrees to perform all the scheduled services described in the specifications.

PROPOSAL PRICE FOR CONTRACT YEAR 2017: \$ _____

Name of Company: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature

Title

Date

NORTHFIELD CENTER TOWNSHIP

YEAR 2017 LEAF COLLECTION AND DISPOSAL SPECIFICATIONS

1.0 Scope of Work - Leaf Pickup and Schedule

- 1.1 The Contractor shall clean all leaves from all Zone 1 roads within Northfield Center Township, from on the roadway edge to 15 feet from the road edge including ditches within. (All the above areas are hereinafter called "streets.")
- 1.2 The cleaning operation does not include the removal of waste materials in catch basins or storm sewers
- 1.3 The Contractor shall comply with the following schedule:

**Leaf Collection Start Dates for all Dedicated Roads
(Weather Permitting)
Round 1: October 30, 2017 (weather permitting)
Round 2: November 20, 2017 (weather permitting)**

- 1.4 All streets shall be picked up one time per Round during the period from October 3, 2017 through completion of Round 2 in the contract year.
- 1.5 Target completion dates for subsequent contract years shall be the Saturday nearest to those dates listed herein.
- 1.6 The Township Administrator shall be notified after the completion of each Round. Township officials will have one week after the conclusion of Round 2, weather permitting, to compose a list of any leaf piles still uncollected in Zone 1. The Contractor must perform a prompt additional collection round to pick up piles from the list to the satisfaction of the Township Administrator, at no additional charge
- 1.7 The Township has the right to request an additional pickup if needed and will bear the cost at an agreed upon rate.
- 1.8 Prior to execution of the Agreement, the proposal winner must provide insurance naming Northfield Center as Additional Named Insured.
- 1.9 Prior to the execution of the Agreement, the proposal winner must carry Workmen's Compensation.

2.0 Method of Operations

- 2.1 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.
- 2.2 The Contractor shall provide his (its) own equipment, labor, fuel, and other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence, and supervision of his (its) employees.
- 2.3 The Contractor shall have a competent and experienced supervisor/foreman with each work group at all times.
- 2.4 The Contractor shall perform all hand work required to achieve an effective cleaning operation.

- 2.5 All equipment and personnel shall move in the same direction as traffic at all times during cleaning.
- 2.6 All cleaning operations shall be performed between the hours of 7:00 am and 7:00 pm Monday through Friday, and between 7:00 am 5:00 pm on Saturday.
- 2.7. Sunday work is expressly prohibited without prior written consent of the Board of Trustees or their designee.
- 2.8 No work shall be permitted on Thanksgiving Day.
- 2.9 The Contractor shall notify the Town Hall at the conclusion of each pick-up day, regarding the streets that had leaf collection on that particular day.

3.0 Weather

- 3.1 For the purposes of this Contract, the National Weather Service at Cleveland Hopkins Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.
- 3.2 No cleaning operations shall be conducted when climatic conditions present or forecast would make such operations ineffective or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice, and sleet.
- 3.3 The Contractor may suspend operations if weather conditions are such that cleaning operations cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the Board of Trustees or their designee.
- 3.4 The Trustees or their designee shall at his (her) discretion have the right to order the suspension of cleaning operations whenever, in his (her) judgment, present weather conditions or impending weather conditions are such that cleaning operations cannot be carried out in an effective and safe manner.

4.0 Debris

- 4.1 Removal and disposal of debris collected during the cleaning operation shall be the responsibility of the Contractor.

5.0 Water

- 5.1 Any water needed by the Contractor during the cleaning cycles shall be provided by the Contractor.

6.0 Leaves

- 6.1 The Contractor shall transport all leaves to an approved leaf ecology site where an approved recycling program of composting is done.

7.0 Equipment, Personnel, and Facility

- 7.1 The equipment used for cleaning shall be of sufficiently type, capacity and quality to safely and efficiently perform the cleaning work as specified and approved by the Board of Trustees and/or Superintendent.
- 7.2 All equipment, including support equipment, to be used by the Contractor shall be listed as

- a part of the "Work Plan" section of the Contractor's Information Report.
- 7.3 All vehicles and personnel used by the Contractor shall comply with all State and Federal personnel and vehicle equipment and safety standards.

8.0 Payment

- 8.1 Payment for leaf cleaning shall be made by completion of the cleaning cycle. Payment shall be made no later than thirty (30) days after the satisfactory cleaning cycle is completed.
- 8.2 Request for payment shall be in triplicate, forwarded to the Township Clerk for approval and include the following:
- a. Cover invoice showing cycle completed and an extension in dollars at the quoted cost.
 - b. Copy of the Route Lists for invoicing period showing the date of each street cleaned, the total mileage for the period and the initials and signature of the Contractor's representative.

9.0 Procedure for Proposals, Cancellation, and Exercise of Optional Years

- 9.1 Proposals will be accepted for a one (1) year contract. The Contract will include both Zone 1 leaf pick-up and transport, and tip fees at an approved leaf-composting site. The proposals shall be fixed for the life of the contract at a fixed annual rate with no provision for annual increases other than as indicated in the proposal.

10.0 Designated Street Listings

- 10.1 For the purpose of this Contract, streets to be cleaned are listed in this section.
- 10.2 The Contractor shall schedule work observing the designated zones.

Zone 1 Leaf Collection (Olde Eight Road & West)

West Aurora Road	Bayberry Drive	Beacon Hill Road
Brandywine Road	Charlton Circle	Crestwood Lane
Dorwick Drive	Fairhaven Drive	French Road
West Highland Rd.	Honeydale Drive	Kenwick Drive
Lowell Lane	Lucy Lane	Marwyck Drive
Morningside Drive	Natalie Blvd.	Olde Eight Road
Pickwick Drive	Pleasantview Drive	Schoepf Road
Skylane Drive	Springcreek Road	Springwood Road
Surry Drive	West Twinsburg Rd.	