



SEAL COATING

Proposals are being accepted for seal coating at the Amelia, Bethel, New Richmond, and Union Township Branches.

Proposals are to be submitted via email to facilities@clermtontlibrary.org no later than close of business **August 18, 2023**, and must include a signed copy of the scope of work, certificate of liability insurance, Bureau of Workers Compensation certificate, and W-9 dated in the current year. If there are questions, contact the Facilities Department at (513) 735-7303. This is for service year **2024**.

Scope of work:

- Contractor shall perform the following services for:
 - Location of work to be performed:
 - Clermont County Public Library (branch), (address)
- The contractor shall provide all required supervision, labor, materials, and equipment necessary to complete the services described below to perform seal coating, and restriping of existing asphalt parking lots, while complying with the paving industry specifications. All work will be completed in a manner consistent with customary industry standards. Contractor shall ensure the jobsite is cleaned up and debris is disposed of at the end of every work day.
- The Contractor shall appropriately clean and prepare existing asphalt parking lot for the proposed application of seal coat.
- The Contractor shall apply two coats of seal coat to existing asphalt parking lot in a manner that meets or exceeds all listed specifications within this scope of work.
- The Contractor shall re-stripe the asphalt parking lot area to its original form prior to applying the seal coat.
- The Contractor shall provide for and maintain traffic for both automobiles and pedestrians in a safe manner.
- The Contractor shall replace topsoil, seeding, and mulching in all disturbed areas around, along, and adjacent to all areas where seal coat is applied.
- The Contractor is responsible for all damages that occur to existing structures and surroundings.
- The Contractor shall comply with all federal, state, and local codes throughout the duration of this project including but not limited to the IBC, ADA, OSHA, and ODOT.
- Project is tax exempt.
- This project will be scheduled outside the normal operating hours of the library. Below are the branch operating hours:
 - 10 a.m. to 8 p.m. Monday
 - 12 p.m. to 8 p.m. Tuesday
 - 10 a.m. to 6 p.m. Wednesday and Thursday
 - 9 a.m. to 5 p.m. Friday and Saturday



Specifications:

1. Asphalt Seal Coat: Fortified coal tar emulsion sealer with a superior mix of Tarmax R-100 and Silica sand. Sealing of edges to be completed with a squeegee, broom, or brush.
2. Asphalt Crack Sealant: Must meet or exceed ODOTCMS Item #423. Multiple applications are required where crack sealer sinks into deeper cracks.
4. Traffic Striping Paint: Meet ODOT requirements. The agency requires completion of the existing layout with white parking stalls and a white bordered blue block with a white handicapped emblem to meet ADA requirements.
5. Traffic Control: ODOT Construction and Materials Specification Item #614.

If the proposal is accepted:

Company agrees to comply with all federal, state, and local laws, statutes, regulations, rules, ordinances, and resolutions during the terms of this contract, including, but not limited to, OSHA, and Workers Compensation. The terms of any Agreement shall be construed in accordance with the laws of the State of Ohio and any action on the Agreement shall be venued in the state courts of Clermont County, Ohio.

In the event that Company fails to perform to the satisfaction of the Library, the Library may give or cause to be given notices in writing to the Company, whereupon the Company shall have fourteen (14) days to remedy said performance. If after fourteen (14) days following such notice the Company has failed to remedy the performance to the Library's satisfaction, all rights of the Company under this Agreement shall thereupon terminate and any services and expenses properly rendered by the Company shall be paid up to the immediate termination date of this Agreement. The Parties further agree that should the Company for any reason breach this Agreement by failing to complete it, that Company will be paid for services properly rendered up to the immediate termination date less any costs or damages incurred by the Library, including re-awarding of the Agreement or necessary duplication of original work. Compensation shall not exceed the maximum amount of this Agreement.

Services provided by the Company must be completed within the time period set forth in the description of services set forth above. If there is no specific time period set forth about or otherwise agreed upon in writing by the Parties, services must be completed within a reasonable amount of time as set forth by applicable industry standards. Failure to complete the services as set forth in this paragraph shall constitute a breach of contract.

Company/Vendor agrees that when performing the work under the agreement, Company and all personnel, agents, employees, or subcontracts will operate any equipment and perform such work in a safe and proper manner; Further, that when entering the real property or premises owned, leased, or occupied by the Library, or using the Library's equipment, it will further hold the Library and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents harmless from any injuries, liabilities, or damages which arise out of the use or misuse of said equipment or property or which occur while upon said real property or premises. Company further agrees to be



responsible for the conduct of all of its employees and will indemnify and hold the Library and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents harmless therefrom.

Company acknowledges that it is an independent contractor and that this relationship does not constitute an employer/employee relationship between the Library and Company or any of its employees. All personnel, employees, agents and/or subcontracts shall be under the sole direction of Company at all times.

All contracted service personnel must be properly clothed/uniformed at all times when on any Clermont County Public Library property. This includes wearing shirts and any safety equipment as required by OSHA, Workers Compensation, or any laws applicable in the State of Ohio. Obscene verbiage or graphics on clothing will not be permitted. Unkempt service personnel will be asked to leave the premises.

All personnel shall conduct themselves in a professional manner. The use of profanity or discourteous actions between contracted vendor employees, Library guests, or Library staff will not be tolerated. Violators will be requested to immediately leave the premises until corrective actions have been taken.

In the event of a conflict between the terms set forth in this Agreement and the terms contained in any of the exhibits attached hereto, including any terms and conditions provided by Company, the terms of this Agreement will prevail and the conflicting terms in the exhibits shall be considered null and void.

Signature & Date