

PERKINS TOWNSHIP TRUSTEES
2610 Columbus Avenue
Sandusky, Ohio 44870

***CEDAR BROOK LANE RESURFACING &
CURB IMPROVEMENTS PROJECT***

IN

PERKINS TOWNSHIP, ERIE COUNTY, OHIO

PERKINS TOWNSHIP TRUSTEES

*Timothy A. Coleman
Jeffrey Ferrell
James Lang*

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THE UNDERLINED FORMS ARE TO BE COMPLETED AND SUBMITTED WITH BID

NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Perkins Township Trustees, 2610 Columbus Ave., Sandusky, Ohio 44870 not later than 2:00 p.m., Local time, Friday March 24, 2023, as per O.R.C. 307.86 et seq., and opened at 2:05 p.m., to furnish all labor, material, tools and transportation for the following described improvement:

Cedar Brook Lane Resurfacing & Curb Improvements Project
in
Perkins Township, Erie County, Ohio

All businesses, including minority owned, female owned, or small businesses are encouraged to submit bids.

Specifications may be examined at the Perkins Township Public Works Department, 2610 Columbus Avenue, Sandusky, Ohio;

Copies of the bidding documents may be obtained at the Perkins Township Public Works Department in accordance with the Instructions to Bidders upon the deposit of the sum of Twenty Dollars (\$20.00) cash or check, for each set. Deposit is non-refundable. An additional charge of Ten Dollars (\$10.00) will be made for postage and handling of plans and specifications, non-refundable. Documents can be shipped via UPS upon bidder providing UPS account number. Check shall be payable to Perkins Township. **If bidder fails to pay the deposit, the bid will not be accepted.**

The bid guaranty may be of two forms:

A Bid Guaranty and Contract Bond using the form in the Contract Documents. (The amount of the bid does NOT have to appear on this form.)

A certified check, cashier's check or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of 10% of the bid drawn in favor of the Perkins Township Trustees. If the Contract is awarded, a Contract Bond will be required, which is one hundred percent (100%) payment and performance bond.

No bidder may withdraw his bid within 60 days after the actual date of bid opening.

Where there is reason to believe that collusion exists among bidders, the bids of those involved will be rejected.

Bidders are advised that Section 5719.042 of the Ohio Revised Code provides that no contract shall be awarded until the successful bidder submits a statement informing the Township Trustees of any delinquent personal property taxes owed to Erie County.

Seal and endorse your bid, "Cedar Brook Lane Resurfacing & Curb Improvements Project, Perkins Township, Erie County, Ohio".

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later

than August 18, 2023. All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required. Bidders must comply with the prevailing wage rates on Public Improvements in Perkins Township, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Failure to complete the work within the time specified in the proposal will be cause for liquidated damages to be deducted by the Township in accordance with the schedule listed in Section 108.07 of the State of Ohio Department of Transportation specifications.

THE SUCCESSFUL BIDDER SHALL ENTER INTO A CONTRACT THAT INCLUDES ALL REQUIREMENTS CONTAINED IN THE BID SPECIFICATIONS.

The Notice To Bidders is posted on the internet and may be viewed at: <http://www.perkinstownship.com>.

The Perkins Township Trustees reserve the right to waive any informalities or to reject any or all bids.

By order of the Perkins Township Trustees of Erie County, Ohio.

By: Diane Schaefer
Fiscal Officer

Publish: March 10, 2023

INSTRUCTION TO BIDDERS

Proposals shall be submitted on the blank forms, which will be provided and all conditions of the printed advertisement complied with; all blank spaces for each item bid upon must be fully filled in with prices stated in numerals. Signature must be written (not typed or printed).

Sealed proposals will be received at the Perkins Township Service Facility, 2610 Columbus Avenue, Sandusky, Ohio until 2:00 p.m., local time, Friday, March 24, 2023.

Bids will be opened and publicly read at the Perkins Township Service Facility, 2610 Columbus Avenue, Sandusky, Ohio at 2:05 p.m., local time, Friday, March 24, 2023, as per O.R.C. 307.86 et seq. The envelope containing the bid shall be marked "Cedar Brook Lane Resurfacing & Curb Improvements Project, Perkins Township, Erie County, Ohio".

The competency of the bidders, and the time of completion of the work will be given due consideration before the award of any contract.

Failure to complete the work within the time specified in the proposal will cause liquidation damages accruing to the county in accordance with the schedule listed in Section 108.07 of the State of Ohio Department of Transportation specifications for each day that the date of final completion exceeds the completion date entered as August 18, 2023.

All bidders will be held to have thoroughly acquainted themselves with all conditions pertaining to the work and to have visited the site and to have familiarized themselves with exact conditions existing.

Bidders attention is directed to paragraph "Insurance" in the "Information to Bidders" of the specifications wherein is described types and amounts of insurance to be furnished by those awarded work on the project.

All proposals must contain the name of every person interested therein. Bidders are required to accompany each bid with a bid guaranty bond, pursuant to Ohio Revised Code section 153.571, in the full amount of the bid, OR a certified check, a cashier's check or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of 10% of the bid.

Successful bidder must furnish the Township with taxpayer identification number. Internal Revenue Code requires the Township to file an information return by January 31 of the following year on all payments made to another person of \$600.00 or more. Section 3406 of the Internal Revenue Code requires the Township to withhold at a rate of 20 percent if a payee fails to furnish a correct taxpayer identification number, and the backup withholding requirement continues until the requested information is received.

The proposal bond or certified check submitted with the bid will be held as a guarantee that if the proposal is accepted, a contract will be entered into. Proposal bonds and certified checks will be returned to all bidders after the contract has been entered into and secured by a performance bond of one hundred (100) percent of the contract, with a satisfactory surety, for the faithful performance of the work.

If the surety or surplus lines company is not approved by the State of Ohio, the bid shall be deemed non-responsive and SHALL be rejected, in accordance with Ohio Revised Code Sections 9.311(A) and 9.311(B):

9.311(A). A bid for a contract with the state or any political subdivision, district, institution, or other agency thereof, for the rendering of services, or the supplying of materials, or the construction, demolition, alteration, repair, or reconstruction of any public building, structure, highway, or other improvement shall be deemed nonresponsive and shall be rejected if the bidder submits with his bid a bid bond, performance bond, payment bond, or combination of such bonds, executed by a surety not licensed, or a surplus lines company not approved, by the superintendent of insurance to execute such a bond in the state.

9.311(B). All such bonds shall affirmatively state on their face that the surety is authorized to execute bonds in the state and that the liability incurred is within the limits of section 3929.121 of the Revised Code. Failure to include this statement shall not cause the bid to be deemed nonresponsive and rejected if the surety is in fact authorized to execute bonds in the state and the liability incurred is within the limits of section 3929.121 of the Revised Code."

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and bidders must also employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any contractor. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least 60 days.

The Board of Perkins Township Trustees reserves the right to reject any and all bids and waive any informalities in bidding.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he shall submit to the owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by Addendum duly issued up to one week prior to bid date and a copy of such Addendum will be mailed or delivered to each person receiving set of such documents.

The Board of Perkins Township Trustees will not be responsible for any other explanation or interpretations of the proposed documents.

FORM OF PROPOSAL

TO: Board of Perkins Township Trustees
2610 Columbus Avenue
Sandusky, Ohio 44870

Trustees:

Pursuant to your "Information for Bidders", the undersigned have familiarized _____ with local conditions affecting the cost of the work and with the contract documents, including Information for Bidders, Advertisement for Bids, General Conditions, the Form of Proposal, the Forms of Bonds, etc., drawings and specifications on file in the office of the Perkins Township Public Works Department, hereby propose(s) to furnish all labor, materials, necessary tools, expendable equipment, and all transportation services necessary in accordance with the contract documents to complete the Cedar Brook Lane Resurfacing & Curb Improvements Project, Perkins Township, Erie County, Ohio, as required by the specifications.

1.1 PROPOSAL

- A. Having fully examined and understanding the Bidding Documents for the **Cedar Brook Lane Resurfacing & Curb Improvements Project, Perkins Township, Erie County, Ohio** prepared by the Perkins Township Public Works Department, Sandusky, Ohio 44870 and being familiar with the local conditions affecting the Work, and having correlated our personal observations with the requirements of the proposed Contract Drawings, the undersigned proposes and agrees to furnish all materials and perform all labor required to complete the Work for the following sum:

1.2 BASE BID

- A. General
1. Base Bid shall include all applicable bonds, insurance, inspections, allowances as specified and/or bid, supervision, and coordination with all other trades and contractors.
 2. All Bidders shall fill in the Unit Prices Form.
 3. All Bidders must bid all Alternates wherever they are applicable to their bid.

1.3 ADDENDA

- A. All of the Addenda have been included in this Bid and are listed below:

<u>Addendum</u>	<u>Dated</u>
-----------------	--------------

No. 1	_____
-------	-------

No. 2	_____
-------	-------

No. 3	_____
-------	-------

1.4 BIDDER REPRESENTS

- A. The Bidder represents that he/she has read and understands the Bid Documents; has visited the Site and has familiarized themselves(s) with conditions under which the work is to be performed; that they understand no claim will be considered for misinterpreting the Bid Documents or conditions at the Site; and that the Bid is without exception.
- B. The Bidder represents that he/she shall pay the State of Ohio Prevailing Rates of Wages under his Contract in accordance with Section 4115.03 through 4115.16 of the Ohio Revised Code.

1.5 BID SECURITY

- A. The Bidder attaches a Certified Check, Cashier's Check, or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of Ten percent (10%) of the Bid as a guarantee that he will enter into a Contract and execute the required Performance and Payment Bond or attaches a Bid Guaranty and Contract Bond as attached to this Bid form. If attached form is not used for bid security, such shall be used as Contract (Payment and Performance) Bond.

PROPOSAL

**PERKINS TOWNSHIP TRUSTEES
SANDUSKY, OHIO**

**Date of Letting: Friday, March 24, 2023 @ 2:00 p.m. – Receive
Friday, March 24, 2023 @ 2:05 p.m. – Open**

For: Cedar Brook Lane Resurfacing & Curb Improvements Project, Perkins Township, Erie County, Ohio

In accordance with plans and specifications by: Perkins Township Public Works Department

The undersigned, having full knowledge of the site, plans and specifications for the above improvement, hereby agrees to furnish all services, labor and materials and equipment necessary to complete the same by August 18, 2023, according to the plans and specifications and to accept in full compensation for the work for each item in the Proposal the unit price as specified below.

The unit price specified in the column marked "Unit Price" bid will govern the award of the contract.

Bidder shall tab both the proposal and bid bond so that said tabs are clearly visible upon the opening of the bid.

Each bidder shall be required to file with his bid a certified check in the amount of 10 % of the bid, or a bid bond for the amount 100% of the bid which check or bond will be forthwith returned to him in the case of the contract is awarded to another bidder, or in case of a successful bidder when he entered into a contract and furnished a bond as required by law.

On acceptance of the proposal for said work, _____ do hereby bind _____ to enter into a written contract with the Perkins Township Trustees of Sandusky, Ohio within ten days from date of notice of award.

**NOTICE: Proposals must be sealed and addressed:
Perkins Township Trustees and
showing the name of the project**

Contractor

By

Street (Not PO Box)

City/State/Zip Code

Cedar Brook Lane Resurfacing & Curb Improvements Project

ODOT ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITIES	UNIT PRICE	TOTAL COST
Removals					
202	Curb & Asphalt Removed - 3'-2" in Width (Include Excavation & Disposal)	LF	3,275		
202	Approach Slab Removed	SY	271		
202	Concrete Collar Removed for Manhole	EA	7		
202	Concrete Collar Removed for Catch Basin	EA	5		
202	Mailbox Removed & Relocated	EA	31		
252	Full Depth Pavement Sawing (Includes Ex. Curbs, Drives)	LF	3,638		
254	Pavement Planing, asphalt concrete, 1 1/2" depth	SY	4,325		
			REMOVALS TOTAL =		
Improvements					
305	8" Concrete Base, Class QC 1P (No LSM or CDF)	CY	54		
407	Tack Coat (0.08 gal/SY)	GAL	346		
409	Sealing, misc. (joints and along new curb)	LF	3,415		
441	1 1/2" Asphalt Concrete Surface Course, Type 1 (448), PG64-22	CY	181		
452	6" Non-reinforced Concrete for Driveway Replacement	SY	281		
452	Concrete Collar For Manhole	EA	7		
452	Concrete Collar For Catch/Curb Basin (Adjust to Grade)	EA	5		
609	Type 2 Concrete Curb & Gutter (Include Embankment of Excavated Soils) (Include Aggregate Base)	LF	3,275		
646	Stop Line Marking	LF	12		
653	4" Topsoil Furnished & Placed	CY	70		
659	Seeding & Mulching	SY	723		
			IMPROVEMENTS TOTAL =		
Miscellaneous Items					
103.05	Premium for Contract Performance & Maintenance Bond	LS	1		
614	Maintaining Traffic, One Lane Closure on Two Lane Highway	LS	1		
624	Mobilization	LS	1		
MISC	General Contractor Layout	LS	1		
			MISCELLANEOUS TOTAL =		
			PROJECT TOTAL =		
			PROJECT TOTAL COST =		

BID PROPOSAL

SIGNATURES:

A. If Bidder is a corporation, fill in these blanks:

Name of Corporation

State in which incorporated

Address of corporate headquarters - Zip Code

() _____

Area Code Telephone Number

Signature of Officer

1. Signature of an officer authorized to make this agreement. If other than a President or Vice President, a copy of the resolution giving authorization from the Board of Directors is required:

Officer's Printed name and Corporate Office

Business address - Zip Code

() _____

Area Code Telephone Number

B. If Bidder is a foreign Corporation, fill in the following in addition to the above:

Statutory Agent

Address of Statutory Agent

() _____

Area Code Telephone Number

C. If the Bidder is a partnership, fill in the following blanks:

Name of Partnership

List the names of each partner:

1) Signature(s) of number of partners required to bind partnership:

Signature of Partner

Signature of Partner

Partnership's Business Address - Zip Code

() _____

Area code Telephone Number

D. If the Bidder is an individual, fill in the following blanks:

Name of Individual

Signature

Business Address - Zip code

() _____

Area Code Telephone

BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

_____ as Surety are hereby held and firmly bound unto Perkins Township, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

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

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above referenced project:

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect if the Obligee accepts the bid of the Principal and the Principal, within ten days after 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 Obligees 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, materialman, 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 the benefit of any materialman or laborer having a just claim, as well as for the Obligees 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 therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20_____.
PRINCIPAL:

BY: _____

TITLE: _____

SURETY: _____

BY: _____

Surety Company Address:

_____ Street

_____ City State Zip

_____ Agency Name

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
Contractor, as Principal, and _____, as Surety, are held and firmly bound unto
the _____ hereinafter called the Owner, in the sum of
_____ Dollars (\$ _____)
good and lawful money of the United States of America, to be paid to said Owner, its legal
representatives and assigns, for which payment well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors and assigns, and each and every one of them jointly and
severally, firmly by these presents.

WHEREAS, the above named Principal has entered into a certain written Contract with the Owner,
dated _____ day of _____ A.D., 20____, for
construction of work entitled _____
(herein after called the Contract) which Contract and Specifications for said work shall be deemed
a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and
under said Contract, the above named Principal has agreed with the Owner that for a period of one
year from the date of payment of Final Estimate, to keep in good order and repair any defect in all
the work done under said Contract either by the Principal or his Subcontractor, or his material
suppliers, that may develop during said period due to improper materials, defective equipment,
workmanship or arrangements, and any other work affected in making good such imperfections,
shall also be made good all without expense to the Owner, excepting only such part or parts of said
work as may have been disturbed without the consent or approval of the Principal after the final
acceptance of the work, and that whenever directed so to do by the Owner by notice served in
writing, either personally or by mail on the Principal at _____ OR
_____ Legal representatives, or successors,
or on the Surety at _____ WILL
PROCEED at once to make such repairs as directed by said Owner; and in case of failure so to do
within one week from the date of service of such notice, or within reasonable time not less than one
week, as shall be fixed in said notice, then the Owner shall have the right to purchase such
materials and employ such labor and equipment as may be necessary for the purpose, and to
undertake, do and make such repairs, and charge the expense thereof to, and receive same from said
Principal or Surety. If any repair is necessary to be made at once to protect life and property, then
and in that case, the Owner may take immediate steps to repair or barricade such defects without
notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest
figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be
charged to the Principal or Surety. In this connection the judgment of the Owner is final and
conclusive. If the said Principal for a period of one (1) year from the date of payment of Final
Estimate, shall keep said work so constructed under said contract in good order and repair,
excepting only such part or parts of said work which may have been disturbed without the consent
or approval of said Principal after the final acceptance of the same, and shall whenever notice is
given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall
reimburse said Owner for any expense incurred by making such repairs, should the Principal or
Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the
Owner from all suits and actions for damages of every name and description brought or claimed
against it for or on account of any injury or damage to person or property received or sustained by
any party or parties, by or from any of the acts or omissions or through the negligence of said

Principal, servants, agents, or employees, in the prosecution of the work included in said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20__.

Signed, Sealed and Delivered
In the Presence of: _____ (Seal)

_____ (Seal)

I hereby approve the form and correctness of the foregoing bond.

Owner's Legal Officer

CONTRACTOR QUALIFICATIONS

DUE WITH SUBMITTAL OF BIDS

**SUBMITTED TO: Board of Perkins Township Trustees
2610 Columbus Avenue, Sandusky, Ohio 44870**

SUBMITTED BY:

NAME: _____

ADDRESS: _____

PRINCIPAL
OFFICE: _____

List of Projects of similar size and type to show five (5) years experience. Fill in the Project name, address, and name and telephone number of reference contact person for minimum of five projects.

CONTRACTOR'S QUALIFICATIONS FORM			
NO.	PROJECT NAME AND DESCRIPTION	PROJECT LOCATION	CONTACT PERSON AND TELEPHONE
1.			
2.			
3.			
4.			
5.			

NON COLLUSION AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF _____)

) ss:

COUNTY OF _____)

_____ being first duly sworn, deposes and says that he is

_____ (President, Secretary, etc.)

of _____ the party who made the foregoing proposal; that such proposal was genuine and not collusive, that said Bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not in any manner, directly or indirectly seek by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Perkins Township or any person interested in the proposed contract; and that all statements contained in said Proposal are true and further, that such Bidder did not, directly or indirectly submit this Proposal, or the contents thereof, or divulge information, or data relative thereto to any association or to any member or agent thereof.

_____ Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

_____ Notary Public

Notary Public in and for _____ County, State of _____

My Commission Expires _____ 20____.

(SEAL)

Re: R. C. 5719.04 Certification
(Delinquent Tax)

The/I _____, hereby certify(s) that _____ have/has not been charged now or at the time of bid opening, _____, for the _____ with any delinquent personal property taxes on the general tax list of personal property of Erie County, Ohio. That if _____ have/has been charged with delinquent personal property taxes the amount of the unpaid delinquent taxes and any due and unpaid penalties and interest thereon is \$ _____.

Name, President of Corporation

Secretary of Corporation

State of Ohio }
 } ss.
County of Erie }

Before me a Notary Public in and for said County, personally appeared _____, President and _____, Secretary of _____ the Corporation which executed the foregoing instrument as such **President** and **Secretary** in behalf of said Corporation and by authority of it's Board of Directors; and that said instrument is their free act and deed individually and as such **President** and **Secretary** free and corporate act and deed of the said _____.
(company name)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for _____ County, State of _____

My Commission Expires _____ 20____.

(SEAL)

NON DISCRIMINATION AGREEMENT
(R.C. 153.59)

That _____ in the performance of the attached public
(Name of Company)

contract agree to abide by the provision of Ohio Revised Code Section 153.59 listed below:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

- B. That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any matter, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

(Name/President of Corporation)

(Secretary of Corporation)

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NO UNRESOLVED
FINDING FOR RECOVERY BY OHIO STATE AUDITOR
O.R.C. 9.24

STATE OF OHIO:

SS:

COUNTY OF _____

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for
_____ hereby states that we,
_____, do not have any unresolved findings for recovery issued by the
(Name of Vendor/Contractor)

Auditor of the State of Ohio as defined in Ohio Revised Code Section 9.24. In consideration of the
award of the above contract, the above statement is incorporated in said contract as a covenant of
the undersigned.

Title

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for _____ County, State of _____

My Commission Expires _____ 20____.

(SEAL)

**PERKINS TOWNSHIP
DRUG-FREE WORKPLACE PROGRAM**

As a minimum, the Contractor and/or Subcontractor shall adopt the following rules to establish a drug-free workplace program:

- Conduct drug testing of all applicants for employment with the contractor.
- Conduct random drug testing annually of at least twenty five percent of employees.
- Conduct drug test and/or alcohol test of any employee who may have contributed to an accident while conducting job duties.
- Conduct a drug test and/or alcohol test of any employee when employee's supervisor has reasonable cause to believe that the employee has reported to work under the influence of a drug abuse or alcohol.
- Employee testing positive to drug abuse and/or alcohol shall be subject to appropriate disciplinary measures up to and including termination of employment.
- Contractor shall assist an employee who voluntarily acknowledged having a substance abuse problem in locating a suitable substance abuse rehabilitation program for treatment.
- Any employee found with possession of, selling, or distributing a drug will be terminated of employment.
- Contractor shall establish a written policy regarding substance abuse and provide a copy of the written policy to each of its employees and to each applicant for employment.

I have read and understand the contract conditions as indicated above and will abide by them throughout this project. These conditions do not constitute the complete work contract and relate only to a drug-free workplace program.

Contractor Signature (Owner, Partner, or Officer)

Date

AFFIDAVIT OF PRIME CONTRACTOR

_____ Ohio, _____ 20__

STATE OF OHIO, _____ COUNTY, ss:

_____ being first duly sworn, says that _____ he is/are, the Prime/Sub Contractor having a contract with the *Perkins Township Trustees*, the Owners, for _____ in _____ from _____ to _____ and known as Contract No. _____ in the Board of Perkins Township Trustees office.

Affiant further states that all labor, materials, and equipment bills are paid in full and in accordance with the pre-determined wage rates as provided by the Industrial Relations Department of the State of Ohio as required by Section 4115.03 of the Revised Code, and that all sub-contractors as listed below, have been fully compensated for all labor, materials, and equipment furnished in connection with said contract.

Name	Title	Company
------	-------	---------

Note: This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below:

SUB-CONTRACTORS

Name of Sub-Contractor	Type of Work Performed
_____	_____
_____	_____
_____	_____

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

Notary Public in and for _____ County, State of _____

My Commission Expires _____ 20__.

(SEAL)

AFFIDAVIT OF SUB-CONTRACTOR

(Company Name)

(City)

20

STATE OF OHIO, _____ COUNTY, ss:

_____ (Subcontractor) is a Subcontractor who has furnished labor and/or material under an agreement with _____ (Contractor) to a project owned by the Perkins Township Trustees (Owner) and known as _____ (Project) located in Erie County, from _____ to _____.

Affiant further states that all labor, materials, and equipment bills in the amount of \$_____ are paid in full and is in accordance with the pre-determined wage rates as provided by the Industrial Relations Department of the State of Ohio as required by Section 4115.03 of the Revised Code, in connection with said contract.

Name

Title

Company

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for _____ County, State of _____

My Commission Expires _____ 20____.

(SEAL)

**AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR**

PREVAILING WAGES

I, _____,
(name of person signing affidavit) (title)

of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of :

(project and location)

during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deduction for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Office or Agent)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for _____ County, State of _____

My Commission Expires _____ 20____.

(SEAL)

The above affidavit must be executed and sworn to by the officer or agent or the contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

INFORMATION FOR BIDDERS

Requirements for Bidding

Bidders are required to submit their bids upon the following express conditions:

1. In submitting a Proposal each bidder represents that before submitting the same, he has read the advertisement for bids, the instructions to bidders, and has examined the plans and specifications and the entire site of the work.
2. The "Advertisement for Bids" and these "Information for Bidders" are a part of every Proposal submitted and the Contract subsequently executed for doing the work referred to, as fully as though they had been set forth in full in the body of the Proposal and Contract.
3. The successful bidder will be required to execute three (3) copies of the Contract, including the Performance Bond and Maintenance and Guarantee Bond, all with adequate surety satisfactory to the Board of Perkins Township Trustees in the amount specified, attached to each copy thereof.

Examination of Drawing and Site

Bidders are required to examine all specifications, drawings and data mentioned in the specifications or Proposal, as being on file in the office of the Perkins Township Trustees, 2610 Columbus Avenue, Sandusky, Ohio, for examination by bidders. Upon application, all other information available, in the possession of the Trustees, will be shown to bidders, but the correctness of any such information is not guaranteed. Bidders are required, likewise, to carefully examine the entire site of the work, and the adjacent premises, together with the means of access, and further to make all necessary investigations to thoroughly inform themselves as to the procurement and storing of specified materials and equipment, facilities for delivering, installing and operating the necessary construction plant, and the difficulties that may be encountered in the complete execution of all the work under the Proposal in accordance with the specifications and drawings. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure, or omission on the part of the Contractor, to fulfill every detail of all the requirements of the Contract and Specifications and will not constitute a reason for extra compensation or an extension of time.

Bidders Responsibilities

Bidders are required to exercise their own judgment as to the nature and the amount of the whole of the work to be done, and for the bid prices, and must assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the specifications and contract drawings.

Interpretation of Quantities in Proposal

The quantities appearing in the Proposal are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for actual quantities of work performed and accepted or materials furnished and accepted in accordance with the Contract, except for lump sum Contracts, and except for lump sum items in unit price Contracts. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

Basis on Which Proposals are Solicited

The bidder shall submit his Proposal upon the forms furnished by the Trustees. The bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the Proposal obtained by adding the amounts of the several items. All figures shall be in ink or typed.

Requirements for Signing Proposal

1. Bids, which are not signed by the individual making them, shall have attached thereto, a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
2. Bids, which are signed for a partnership, should be signed by all of the partners or by an Attorney-In-Fact. If signed by an Attorney-In-Fact, there should be attached to the bid a Power of Attorney evidencing authority to sign the bid executed by the partners.
3. Bids, which are signed for a corporation, should have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation, manually written below the corporate name following the word "By_____". If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the Board of Directors, granting the authority of such official to sign the bid, would be attached to it. Such bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal. The principal office address of the bidder shall be stated.

Irregular Proposals

Proposals will be considered irregular and may be rejected for the following reasons:

If the Proposal is on a form other than that furnished by Perkins Township, or if the form is altered or any part thereof is detached.

If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.

If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.

If the Proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.

Bid Security

Proposals must contain the name of every person interested therein, and shall be accompanied by either a bid bond with surety satisfactory to the Board of the Perkins Township Trustees in the full amount of the bid, or by a certified check or a cashier's check on a solvent bank in the amount of ten percent (10%) of the total amount bid; the check to be drawn in favor of the Perkins Township Trustees, conditions that, if the Proposal which accompanies the bid is accepted, the principal named in such bond will within ten (10) days after the date of written notice from the Board of the Perkins Township Trustees, enter into a Contract in the form prescribed for the performance of the work and will furnish the performance bond as is herein provided.

Such checks or proposal bonds will be returned to all, except the three (3) lowest bidders, within three (3) days after their formal opening of the bids. The remaining checks or proposal bonds will be returned within forty-eight (48) hours after the Board of the Perkins Township Trustees and the accepted bidder have executed the Contract, or if no such contact has been so executed, within sixty (60) days after the date of opening bids.

No bidder may withdraw his Proposal within sixty (60) days after the date of the opening of bids.

Delivery of Proposals

The Proposal for each project shall be placed together with the proposal guaranty, in a sealed envelope, so marked as to indicate the identity of the project and the name and address of the bidder. If forwarded by mail, said envelope shall then be placed in another envelope, which shall be sealed and addressed as indicated in the Proposal. Proposals will be received until the time and date set for the opening thereof and must be in the hands of the designated party by such time. Proposals received after the time for opening of bids will be returned to the bidder unopened.

Opening of Proposals

Proposals will be opened and read aloud publicly at the time and place designated in the "Advertisement for Bids". Bidders, their authorized Agent, or other interested parties are invited to be present.

Disqualifications of Bidders

A bidder may be disqualified and his Proposal rejected for any of the following reasons:

1. More than one Proposal for the same work from an individual, firm or corporation under the same or different name.
2. Evidence of collusion among bidders.
3. Bid prices, which are obviously unbalanced.

Bid Award

The bid will be awarded to the lowest and best bid per Section 307.90 of the Ohio Revised Code. The Owner reserves the right to reject any and all bids.

Wage Rates

The wages to be paid for a legal day's work to laborers, workmen, or mechanics engaged in work under this Contract on the site of the project in the trade or occupation listed below, shall be not less than the wage rate set opposite the same as predetermined by the Department of Industrial Relations of the State of Ohio, in accordance with Section 4115.03 through 4115.14 of the Ohio Revised Code.

Contractors Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Board of the Perkins Township Trustees, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

1. Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet the Subcontractor shall similarly provide Worker's

Compensation Insurance for all of the latters' employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected. A certificate of current Workers' Compensation Coverage must be supplied to the Board of the Perkins Township Trustees upon submission of the bid.

Contractor's Liability Insurance

1. The Contractor shall acquire and maintain during the term of the **contract**, Bodily Injury and Property Damage Liability insurance under standard Comprehensive General Liability, **and** Commercial Auto Liability policies which shall provide and include coverage on all Contractors Operations, Contractor's Protective (sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles, and non-owned and Hired Automobiles.
2. Coverage for any "if any" basis. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on any "if any" basis.
3. Bodily Injury Liability limits for General Liability and Automobile Liability shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Two Million Dollars (\$2,000,000) on the account of any one occurrence.
4. Property Damage Liability limits for General Liability and Automobile Liability shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence with General Liability extended to provide "Broad Form Property Damage Liability", and in an amount of not less than Two Million Dollars (\$2,000,000) aggregate for damage on account of all occurrences.
5. Any combination of Comprehensive General Liability coverage **and** Commercial Automobile coverage with Umbrella **or** Excess liability coverage which provides no less than Two Million dollars (\$2,000,000) Combined Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
6. The Owner, (Perkins Township Trustees), shall be included as additional Insured under such comprehensive General Liability and Commercial Automobile Liability coverage. Contractor shall deliver to Owner a Certificate of Insurance evidencing such coverage prior to the date the work on the project begins. Such insurance may not be canceled. Owner shall be notified of any amendments to insurance thirty (30) days in advance. No amendments shall change the amount of coverage or the additional Insureds.

Indemnification/Hold Harmless

The contractor shall indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or in part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Safety Training

Contractors are required to show proof of safety training for their employees.

Specifications

The construction and material specifications of the State of Ohio Department of Transportation dated January 1, 2010, shall govern the making of this improvement, except as herein modified or modified on the plans. The "decrease in quantity" provisions of ODOT CMS 104.02 (D) (2), second paragraph, and table 104.02-2 do not apply to this contract.

As Per Plan Designation

The "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

Its use does not relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item description in the bidding proposal must be read or imposed with the governing plan notes and the Construction and Material Specification Manual. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the per bid process.

Payroll Records

Payroll records kept in accordance with 4115.07 of the Ohio Revised Code shall be open to inspection of authorized representatives of the Board of the Perkins Township Trustees. Upon completion of the work and prior to the payment of the final estimate, the Contractor shall submit an affidavit stating that wages have been paid in conformance with the minimum rates set forth in the Contract for the construction of the project.

Escrow

Perkins Township will hold the retainer of 8% of ½ of total contract amount in escrow at a local bank accruing interest in the name of the contractor. A separate retainage invoice must be submitted for approval by the Owner (Board of Township Trustees) for the release of funds. Upon approval the Owner will authorize in writing to the bank the release of funds.

Alternatively, the successful bidder will have the option at the time of execution of contract to sign a Waiver of O.R.C. 153.63 that will waive their statutory right to eight percent (8%) interest on retainage from the Owner. If the contractor signs this Waiver the Owner will hold all retainage until final payment and release the retainage at that time.

Final Payment

Before the final estimate is allowed the Perkins Township Trustees will require the Contractor to submit an affidavit stating that all claims and obligations arising in connection with the performance of the Contract, including Subcontractors and material men have been satisfactory settled or paid.

Authorized Changes in the Work

Without invalidating the Agreement and without notice to any surety, the county engineer may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such documents, Contractor shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided.)

If the Perkins Township Trustees or Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contact Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore.

Prevailing Wage Coordinator

The Board of the Perkins Township Trustees has designated Diane Schaefer as wage coordinator in accordance with Section 4115.07 of the Ohio Revised Code. Her office is located at 2610 Columbus Avenue, Sandusky, Ohio 44870. Contractors are required to supply to the wage coordinator a schedule of the dates during the life of his Contract with the authority on which he is required to pay wages to his employees. He shall also deliver to the wage coordinator a certified copy of his payroll within three weeks after each pay date which shall exhibit for each employee paid any wages, his name, current address, social security number, number of hours worked during each day of the pay period and the total for each week, his hourly rate of pay, his job classification, fringe payments and deductions from his 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 wages shown are not less than those required by the Contract.

Load Limits

I. Any vehicle being used to haul materials to this project shall,

Strictly adhere to Specification 105.13 in that it shall not exceed the legal maximum gross load on roads or bridges during that haul; and

A. Have painted in an obvious location on its side its legal maximum gross loaded weight in pounds or maximum legal load in cubic yards where loads are normally measured by volume, or

B. Carry at all times during said haul, a certified document which presents a description of the vehicle, the vehicle current license plate number, and its legal maximum gross loaded weight in pounds or maximum legal load in cubic yards where loads are normally measured by volume.

II. Any vehicle entering onto this construction project site and found to be overloaded without an overload permit shall be cause for the Contractor to be assessed a liquidated damage equal, in dollars, to the fine normally imposed by the State Highway Patrol on said overloaded vehicle as per Section 5577.99 (A) of the Ohio Revised Code. The amount of liquidated damage assessed will be determined from the following schedule:

**Schedule of liquidated damages to be
Assessed per Overloaded Vehicle**

<u>Overload</u>	<u>Liquidated Damage</u>
to 2,000 lbs.	\$25.00
2,000 to 5,000 lbs.	\$25.00 plus \$1.00 per 100 lbs. of total overload
5,000 to 10,000 lbs.	\$25.00 plus \$2.00 per 100 lbs. of total overload
10,000 plus	\$25.00 plus \$3.00 per 100 lbs. of total overload

Note: The Project completion date is August 18, 2023

Failure to Complete within Time Specified

Failure to complete the work within the time specified in the proposal will be cause for liquidated damages to be deducted by the Township in accordance with the schedule listed in Section 108.07 of the State of Ohio Department of Transportation specifications.

TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,000
\$2,000,000	\$10,000,000	\$1,300
\$10,000,000	\$50,000,000	\$2,000
Over \$50,000,000		\$2,500

CONTRACT LIMITATION CERTIFICATE

I, _____, on behalf of _____ (Vendor), do hereby acknowledge that the amount of monetary obligation of Board of the Perkins Township Trustees of Erie County, Ohio under the hereinbefore attached contract or agreement is (Contract Amount) \$_____ unless the Board of the Perkins Township Trustees gives prior approval for additional expenditures of money under the contract or agreement and the Perkins Township Fiscal Officer certifies to the availability of such additional funds. Perkins Township Trustees of Erie County, Ohio **shall not be held liable** by _____ (Vendor) for any monetary obligations under this contract or agreement above the amount of (Contract Amount) \$_____ **unless** the Board of the Perkins Township Trustees gives prior approval to an increase in the contract amount, and the Perkins Township Fiscal Officer certifies to the availability of the additional funds.

Representative of Vendor

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

Notary Public

Notary Public in and for _____ County, State of _____

My Commission Expires _____ 20_____.

S E A L

Approved as to Content:

Perkins Township Trustee

Perkins Township Trustee

Perkins Township Trustee

WAIVER

_____, Contractor, does hereby waive the statutory right to eight percent (8%) interest on retainage from the Owner (Board Of Perkins Township Trustees) otherwise required under O.R.C. 153.63 and does forever for itself, it heirs, successors and assigns release the Owner (Board Of Perkins Township Trustees) its, officers, public officials, employees, agents, successors and assigns from any and all liability, right, claim, demand or cause of action for the statutory right to said interest pertaining to the following project:_____.

Contractor: _____

By: _____ (Title) _____
Duly Authorized Representative or Agent

Date: _____

(Due at Execution of Contract at Option of Successful Bidder)