

**OSNABURG TOWNSHIP  
2025 CHIP & SEAL  
JOINT ROAD PROGRAM**

BID PROPOSAL  
AND  
CONTRACT DOCUMENTS

BID OPENING: MONDAY JULY 28, 2025

OSNABURG TOWNSHIP TRUSTEES  
7115 HILLVALE STREET  
EAST CANTON, OHIO 44662

Osnaburg Township, Ohio | 7115 Hillvale Street | East Canton, Ohio

Tel: 330-488-0235

TURNED IN TO OFFICE BY  
4:30 PM

DATE: FRIDAY JULY 25, 2025

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## 101 BID ADVERTISEMENTS

### ADVERTISEMENT FOR BIDS **OSNABURG TOWNSHIP 2025 JOINT ROAD PROGRAM**

Sealed bids for the OSNABURG TOWNSHIP JOINT 2025 CHIP & SEALING ROAD PROJECT will be received at the offices of the Osnaburg Township Trustees, 7115 Hillvale Street | East Canton, Ohio, until 4:30 P.M. local time on Friday July 25, 2025 at which time Bids will be opened and then read publicly at 8:00 P.M. local time on Monday July 28, 2025. The above designed work includes the furnishing of all labor, equipment, material, appurtenances and incidentals required for the construction of the highway project and other incidental items necessary for a complete project all in accordance with specifications prepared by the Osnaburg Township Trustees. A non-refundable cash deposit of \$20.00 will be required in advance for each set of specifications. Checks for specifications shall be made payable to the OSNABURG TOWNSHIP TRUSTEES. Each bid shall be in conformity with the Ohio Revised Code, shall contain the names of every person and company interested therein, and shall be on the forms included in the specifications.

Each bid shall be accompanied by a proper certificate by corporations not chartered in Ohio, testifying that such corporation is authorized to do business in Ohio.

Each bid shall be accompanied by a bid guaranty in the form of:

- 1) A certified check, or cashier's check, or letter of credit, equal to 10% of the bid; or
- 2) A bid guaranty bond for the full amount of the bid; both forms of guaranty as provided in Chapter 153 of the Ohio Revised Code and in the project specifications.

The amount of the bid for said guaranty purposes shall include all additive and deductive alternates. All bid guaranties shall be conditioned that if the bid is accepted within sixty (60) days of the bid opening, a proper contract shall be executed, and that upon failure or refusal to enter into said contract within ten (10) days after receipt of notification of award the bidder and the surety on any bond shall be liable to the Township in an amount not to exceed ten (10) percent of the bid.

At the option of the *Osnaburg Township Trustees*, such bid guaranty will be returned to all except the apparent low bidder; however, the bid guaranty of all unsuccessful bidders will be returned immediately upon award of the contract or the rejection of all bids.

Each bid and all certificates shall be upon the forms furnished with the specifications and shall be delivered intact with the complete specifications as bound, to the office of the *Osnaburg Township Trustees* at or prior to the date and hour specified for receiving bids.

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin.

Construction work shall be subject to the prevailing wage rates established by the Ohio Department of Industrial Relations.

Terms of payment are as provided in Chapters 5575 and 153 of the Ohio Revised Code. Work shall not begin prior to authorization in writing by the ***Board of Osnaburg Township Trustees*** and be shall be completed in **Thirty (30) calendar days** from the Date of Notice to Proceed.

The ***Osnaburg Township Trustees*** reserve the right to reject any or all bids, to waive any informalities or irregularities in the bids received and to accept any bid or combination of bids which is deemed most favorable to the Township's at the time and under the conditions stipulated.

**BY THE ORDER OF THE BOARD OF OSNABURG TOWNSHIP TRUSTEES STARK COUNTY, OHIO**

**To be published: Friday    June 27, 2025**  
**Friday    July 11, 2025**  
**Friday    July 18, 2025**

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**102.01 - Contract Documents.**

The "Advertisement for Bids", "Information for Bidders", "Proposal Forms", "Bid Bond Agreement", "General Conditions", "Payment Bond", "Performance Bond", "Notice of Award", "Notice to Proceed", "Change Orders", "Technical Specifications", "Ohio Department of Transportation Standard Construction Drawings", and "Addenda", are the documents that shall form the Contract. Bidders must examine each of the Contract Documents.

### **102.02 - Addenda and Interpretation.**

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Request for such interpretations should be in writing, addressed to the Engineer. To be given consideration, requests must be received at least seven days prior to the time fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which will be received by the prospective bidders, (at the addresses furnished for such purposes), no later than 72 hours prior to the time fixed for the opening of the bids.

### **102.03 - Postponement of Bid Openings.**

The Township reserves the right to postpone the date for presentation and opening of proposals and will give written or telegraphic notice of any such postponement to each prospective bidder at least 24 hours prior to the time fixed for the opening of bids, or otherwise as provided in ORC Section 153.12.

### **102.04 - Examination of Contract and Proposal Documents.**

The bidders must examine the technical specifications and all other requirements of the proposed items, and exercise their own judgment as to the extent of the work to be done. The contractor must assume all risk of variance in any interpretation of the specifications by whomsoever made, and agree to fully furnish each item in accordance with the specification for the price bid.

### **102.05 - Proposal Form.**

All Proposals must be made on the required Proposal Form attached hereto. All blank spaces for prices must be completed in ink or typewritten, and the Proposal Form must be fully completed and executed when submitted. When provision is made in the Proposal Form for amounts to be both written and printed, they must be properly filled in, and in the event of any discrepancy between written and printed amounts, the written amount will be used.

Any explanation, modification or stipulation accompanying a proposal will result in rendering that proposal informal. Each Proposal must be submitted in a sealed envelope, addressed to the Township at the address given in The Invitation for Bids. Each sealed envelope containing a Proposal must be plainly marked on the outside as **"Proposal for Contract, OSNABURG TOWNSHIP 2025 PAVING JOINT CHIP & SEAL ROAD PROGRAM"** and the envelope should bear on the outside the name of the Bidder, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the Township at the address given in the "Invitation for Bids". Mailed Proposals must be received on or before the time indicated in the "Invitation for Bids". When an item in the proposal contains a choice to be designated by the bidder, the bidder shall indicate his choice in accordance with the specifications for that particular item and thereafter no further choice will be permitted.

The proposal shall include a properly executed non-collusion affidavit.

The bidder's proposal must be signed with ink by the individual, by one or more members or officers of a corporation, or by an agent of the Contractor legally qualified and in accordance with these specifications. If the bidder is a corporation, give the State of incorporation by adding and completing the phrase: "A corporation organized under the laws of the State of OHIO and qualified to do business in the State of Ohio." If the bidder is a partnership, give the names of the partners by adding and completing the phrase: "Co-partners trading and doing business under the firm name and style of \_\_\_\_\_" **If** the bidder is an individual using a trade name, give the individual name by adding and completing the phrase: "An individual doing business under the firm name and style of \_\_\_\_\_." **If** the bidder is a joint venture, the authorized representative of each entity must sign the proposal as appropriate under one or more of the foregoing instructions.

Before a contract will be awarded to a foreign corporation or a person or partner non-resident of the State

of Ohio, a certificate from the Secretary of State will be required stipulating that such corporation, is authorized to do business in the State of Ohio or that such person or partnership has filed with the Secretary of State a power of attorney designating the Secretary of State his or its agent for the purpose of accepting summons, in any action relating to the contract or brought under the provisions of the highway laws and under the provisions of the Worker's Compensation Law of the State of Ohio.

#### **102.06 - Bid Guaranty**

Each bid shall be accompanied by a bid guaranty in one of the following two forms:

##### **1. BID GUARANTY - FORM 1**

A bid guaranty bond for the full amount of the bid, including all additive and deductive alternates, conditioned to:

- A. Provide that, if the bid is accepted, the bidder will, after the award of the contract, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. If, for any reason other than as authorized by Sections 9.31 or 153.54 (G) *Ohio Revised Code*, the bidder fails to enter into the contract, and the Township Trustees award the contract to the next lowest bidder, the bidder and the surety on his bond shall be liable to the Township for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten percent (10%) of the amount of the bond, whichever is less. If the Township Trustees do not award the contract to the next lowest bidder but resubmit the project for bidding, the bidder failing to enter into the contract and the surety on his bond shall, except as provided in Section 153.54(G) *Ohio Revised Code*, be liable to the Township for a penal sum not to exceed ten percent (10%) of the amount of the bid or the costs in connection with the resubmitting of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less,
- B. Indemnify the Township against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for the labor performed or material furnished in carrying forward, performing or completing the contract, and agree and assent that this undertaking shall be for the benefit of any subcontractor, materialmen, or laborer having a just claim as well as for the Township.

The bond form shall be the attached Township's Bid Guaranty and Performance Bond, and recovery of any claimant thereunder shall be subject to Sections 153.01 through 153.60, *Ohio Revised Code*, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

##### **2. BID GUARANTY - FORM 2**

A bid guaranty of certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the *Ohio Revised Code*, equal to ten percent (10%) of the bid, including all additive and deductive alternates. Any such letter of credit shall be revocable only at the option of the Board of Osnaburg Township Trustees.

All such guaranties shall be made payable to the **Board of Osnaburg Township Trustees**.

The bid shall be conditioned to provide that if the bid is accepted the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material.

If, for any reason other than as authorized by Sections 9.31 or 153.54(G) *Ohio Revised Code*, the bidder fails to enter into the contract and the Osnaburg Township Trustees award the contract to the next lowest bidder, the bidder shall be liable to the Township for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten percent (10%) of the amount bid, whichever is the less. If the Township Trustees do not award the contract to the next lowest bidder but resubmit the project for bidding, the bidder failing to enter into the contract shall except as provided in Section 153.54(G) *Ohio Revised Code*, be liable to the Township for a penal sum not to exceed ten percent (10%) of the amount of

the bid or the costs in connection with the re-submission of printing and mailing notices to prospective bidders, whichever is less.

If the bidder enters into the contract, the bidder shall, at the time he enters into the contract, file a performance bond for the amount of the contract to indemnify the

Township against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing or completing the contract and agree and assent that his undertaking shall be for the benefit of any subcontractor, materialmen, or laborer having a just claim, as well as for the Township. Recovery of any claimant under the performance bond shall be subject to Sections 153.01 to 153.60 Ohio Revised Code, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The bid guaranty in the form of a certified check, cashier's check or letter of credit filed with bids will be returned to the successful bidder upon filing of the performance bond described above.

#### **102.07 - Other Requirements for Bid Guaranties and Performance Bonds.**

All bid guaranties shall be payable to the *Board of Osnaburg Township Trustees*, shall be for the benefit of the Township or any person having a right of action thereon, and shall be deposited with, and held by, the *Board of Osnaburg Township Trustees*. All bid guaranty and performance bonds shall be issued by a surety company authorized to do business in Ohio. All bidders who submit a Form 2 bid guaranty shall obtain the written consent of the surety who will issue the performance bond and submit said written consent with the proposal on the form provided. No time limit for the instituting of suit shall be added to the Bond Form. Identification of the project shall be listed on the Bond.

As Principal, the Bond shall be signed by the same one or two officials authorized to sign the construction contract. (See instructions for signing Osnaburg Township Contracts.)

All signatures shall be original signatures. **Facsimile signatures are NOT acceptable.**

#### **102.08 - Power of Attorney Requirements.**

The Surety's Power of Attorney and authorization to do business in Ohio shall be attached to the Bond. The amount of the Bond or a sum in excess of that amount must appear on the Power of Attorney form to show that is the amount for which the Attorney-in-Fact is authorized to sign the Bond. If not so designated; it will be assumed that the Attorney-in-Fact has such authority.

All signatures shall be executed in one of the following forms:

1. Power of Attorney executed with original signatures;
2. A copy of the original Power of Attorney duly certified by proper corporate officers;
3. A duplicate Power of Attorney which is a reproduction of the entire original Power of Attorney produced photographically, chemically, or by other equivalent techniques that accurately reproduces the original.

NOTE: Blank unexecuted Powers of Attorney to which facsimile "rubber stamped" signatures have been affixed are not acceptable.

#### **102.09 - Return of Bid Guaranties.**

Bid guaranties will be returned to unsuccessful bidders immediately after the contract is executed. The bid guaranty in the form of a certified check, cashier's check, or letter of credit will be returned to the successful bidder upon the filing of a satisfactory performance bond. In the event of rejection of bids, all bid guaranties will be returned to the bidders.

#### **102.10 - Execution of Contract within 10 days.**

#### **102.11**

Where the *Osnaburg Township Trustees* accept a bid but the bidder fails at or refuses to enter into a proper contract in accordance with the bid, plans, details specifications, and bills of material within ten (10) days after receipt of notification of award, the bidder and the surety on any bond shall, except as provided in Section 153.54(G), Ohio Revised Code, be liable for the amount of difference between his bid and that of the next lowest bidder, but not in excess of the liability specified in section 153.54(B) (1) C or

(G), Ohio

Revised Code. Liability on account of an award to the third lowest bidder, or when applicable, the fourth lowest bidder or beyond, shall be determined in a like manner.

Entering into "a proper contract" means that within ten (10) days after receipt of the Township's notification of award, the successful bidder shall file with the **Osnaburg Township Trustees** the following documents exactly in the manner specified:

1. Signed contract, with Certified Corporation Resolution, or notarized statement of partnership or as sole Owner.
2. A performance bond for the full amount of the contract if the bid guaranty was in the form of a certified check, cashier's check or letter of credit.
3. Certificate of insurance.
4. Current Ohio Workers Compensation Certificate.
5. A statement in accordance with ORC Section 5719.04 stating whether or not the bidder had delinquent personal property taxes at the time of the bid.

Upon failure, within ten (10) days of notification of the award, to file the documents listed above, in the manner specified by the Township, the bidder and/or the surety on any bond shall be liable to the Township under their bid guaranty.

#### **102.12 - Disqualification of Bidders.**

Any of the following reasons may be considered sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

1. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the Owner until such bidder has been reinstated as a qualified bidder.
2. Bid prices, which obviously are unbalanced.
3. Lack of competency and adequate machinery, plant and/or other equipment, as revealed by experience questionnaires required by the Owner.
4. Machinery and/or equipment which does not conform to the specifications.
5. Failure to comply with any qualification or regulation of the Owner or the requirements of the Ohio Revised Code in submitting a proposal.
6. Performance of machinery and/or equipment which after evaluation in the opinion of the Engineer is not cost effective to operate and maintain both on a short and long term basis.
7. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
8. 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.
9. 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. This does not exclude a bid limited to the maximum gross amount of award acceptable to any one bidder at any one bid letting, provided that any selection of awards will be made by the Township.
10. 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.
11. If the bidder fails to properly complete bid checking forms and/or does not list any and all exceptions to the DES (Detailed Equipment Specification).

#### **102.13 - Omissions and Discrepancies.**

Should a bidder find discrepancies or omissions in the Contract Documents or should he be in doubt as to their meaning, he should at once notify the Engineer in writing who will send written instructions to all



Bidders in the form of an addendum.

#### **102.14 - Definitions.**

The Owner or Township, whenever used herein shall be understood to mean the **Board of Osnaburg Township Trustees** acting through its properly authorized agents.

The **Road Superintendent of Osnaburg Township** is the official agent of the Township.

1. The Engineer shall be understood to mean the Osnaburg Township Road Superintendent or his representative.
2. The Bidder is any person, firm or corporation submitting a Proposal for work contemplated.
3. The Contractor is any person, firm or corporation undertaking work on an executed Contract.
4. A Sub-Contractor is any person, firm or corporation undertaking work under the obligation of the Contractor, who prior to such undertaking received the written consent of the Owner.
5. The Surety is the corporate body, individual (or individuals), bound with and for the Contractor for the acceptable performance of the Contract and for completion of the Work.
6. The Proposal Form is the approved form, bound with the specifications upon which the Owner required formal Bids to be prepared and submitted for The Work.
7. The Proposal is the offer of the Bidder for The Work, made out and submitted on the prescribed Proposal Form properly signed and guaranteed.
8. The Specifications are the directions, provisions and requirements as contained herein or amended, pertaining to the method and manner of performing the work and the quantities and quality of materials to be furnished, and method of evaluating payments under the Contract.
9. Supplemental Agreements are written agreements executed by the Contractor and the Township covering alterations necessary to the project as hereinafter provided.
10. The Contract is the written agreement covering the performance of The Work and furnishing labor, tools, and equipment, and materials in construction of The Work. The Contract shall include the "Advertisement for Bids", "Information for Bidders", "Proposal Forms", "Bid Bond Agreement", "General Conditions", "Payment Bond", "Performance Bond", "Notice of Award", "Notice to Proceed", "Change Orders", "Technical Specifications", "Ohio Department of Transportation Standard Construction Drawings, and "Addenda".
11. The Contract Bond is the approved form of security by the Contractor and his Surety or Sureties as a guaranty that he will complete The Work in accordance with the terms of the Contract, and all Supplemental Agreements pertaining thereto.
12. The Work is all work specified or indicated on the proposal and Contract specifications for furnishing certain labor, materials, machinery and equipment.

13.

#### **102.15 - Specifications for the Work.**

All work under this Contract shall be performed in strict compliance with the 2013 edition of The State of Ohio, Department of Transportation "Construction and Material Specifications", unless otherwise modified in Section 106. • Bidders are notified that in submitting their proposals, they thereby declare that all persons interested as principals, are named therein and that the proposal is fair in all respects; that it was prepared without collusion or fraud, and that no person in the employ of the Township was or shall be interested in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits there from.

#### **102.16 State - Laws and Regulations.**

The bidder's attention is directed to all applicable State Laws, rules and regulations of the authorities having jurisdiction over work in the locality of the project. They shall apply to the contract throughout, as

though herein written.

#### **102.17 - Acceptance or Rejection of Proposals.**

The Township reserves the right to waive informalities, to reject all bids or to accept other than the lowest bid. Without limiting the generality of the foregoing, Proposals which are incomplete, obscure, irregular, contain erasures, omit a bid price, fail to list subcontractors, fail to comply with all EEO and MBE requirements, or are accompanied by an insufficient or irregular certified check or bid bond, may be rejected for noncompliance with these specifications. Any Proposal may be withdrawn prior to the scheduled time for opening of bids. Any Proposal received after the time and date specified shall not be considered.

#### **102.18 - Award of Contract.**

Unless all bids are rejected, the Township shall award the contract to the lowest and best Bidder who complies with Ohio Revised Code Section 153.54. In order to make this determination, the Township may make such investigations as necessary, and the Bidder shall furnish to the Township all such information and data requested for this purpose, including experience, finances, equipment and personnel. The Township shall make such investigation as necessary into similar past contractual relationships of the Bidder, and the Bidder shall furnish, to the Township all such information and data requested for this purpose.

The contract awarded pursuant to these Contract Documents will be a combination fixed price (lump sum) and/or fixed rate (unit price) contract. Such bid shall be held firm for minimum of Sixty (60) days.

The unit price or lump sum price specified in the unit price bid column will govern the award of the contract. The Contractor shall make the calculations in total amount bid column and also add up the total. However, the unit price or lump sum price specified, together with the approximate quantities, shall determine the total amount of the bid. If there is an error made in the extension by the bidder, only the total shall be changed as the unit price or lump sum price shall govern.

#### **102.19 - Cancellation of Award.**

The Township reserves the right to rescind the award of any contract, before the execution of said contract by all parties, without any liability against the Township.

#### **102.20 - Notice of Award.**

The successful bidder, within ten (10) days from the date of the Notice of Award, will be required to execute the Agreement and furnish the necessary Contractor's Performance Bond, and Certificate of Insurance as described below, and other information and certificates as required. Failure to do so will constitute an abandonment of the bid and a forfeiture of the Bid Bond. Within ten (10) days of the receipt of the acceptable Bonds and Agreement signed by the successful bidder, the Township shall sign the Agreement and return to the Contractor an executed copy of the Agreement.

#### **102.21 - Performance Bond.**

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Township with a Performance Bond in a penal sum equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertaking, covenants, terms, conditions, and agreements of the Contract Documents. Such Bond shall be executed by the Contractor and corporate bonding company licensed to transact such business in the State of Ohio. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Ohio or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within ten (10) days after notice from the Owner, substitute an acceptable Bond (or Bonds) in such form and sum, signed by such other surety or sureties, satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be made by the Owner until the new surety or sureties have furnished an acceptable Bond to the Township.

## **102.22 - Notice to Proceed.**

The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the Township. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Township and the Contractor. The Notice to Proceed shall state the starting date of construction [within ten (10) days from date of notice] and will be used to determine liquidated damages should the Contractor fail to complete the project within the specified calendar days.

## **102.23 - Completion Time.**

The date for completion for the contract shall be as follows: **thirty (30) Calendar Days**. Refer to Section 105.36 for Time of Completion and Liquidated Damages.

## **102.24 - Estimate.**

The Engineer's estimate for the construction cost of the **OSNABURG TOWNSHIP 2025 CHIP & SEAL ROAD PROGRAM**, based upon contract specifications, is as follows:

**TOTAL ESTIMATE:**            **\$200,644.00** cost estimate prepared    **September 17, 2024**

## **SECTION 103 - PROPOSAL FORMS**

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**NOTE:            THE BIDDER IS CAUTIONED TO FILL IN ALL FORMS COMPLETELY AND PROPERLY OR THE PROPOSAL MAY BE CONSIDERED INFORMAL AND SUBJECT TO REJECTION.**

## **103.01 - Proposal**

### **OSNABURG TOWNSHIP 2025 JOINT CHIP & SEAL ROAD PROGRAM**

Proposal of \_\_\_\_\_ (hereinafter referred to as  
doing business as a "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as a \_\_\_\_\_

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To the Board of Osnaburg Township Trustees, (hereinafter referred to as "Owner"); In compliance with your Invitation for Bids, BIDDER hereby proposes to furnish the items indicated on the enclosed proposal forms for the **OSNABURG TOWNSHIP 2016 PAVING PROGRAM** and the alternate portion thereof if any, in strict accordance with the Contract Documents, within the time set forth below, and at the prices stated herein.

By submission of this Proposal the BIDDER certifies that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other BIDDER or with any competitor. The undersigned, having full knowledge of the site, plans and specifications for the following improvement and the condition of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project according to the plans, specifications and completion date and to accept the unit price and/or lump sum price specified below for each item as full compensation for the work in this proposal.

**YOU MUST COMPLETE AND SIGN PAGE 17 TO SUBMIT A VALID BID.**

**PROPOSAL**

**Parks Ave.**

422 Resurfacing

REF NO.	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	422	#8 Aggregate @ 22 LB/SY (Limestone), As Per Plan	TON	786	\$	\$
2	422	CRS-2P @ 0.43 GAL/SY, As Per Plan	GAL.	30,711	\$	\$
3	614	Maintaining Traffic	L.S.	1	\$	\$
10	614	Work Zone Marking Signs (W20-1 ROAD WORK AHEAD)	EACH	18	\$	\$
11	614	Work Zone Marking Signs (W8-12 NO CENTER LINE)	EACH	14	\$	\$
12	614	Work Zone Marking Signs (W8-H12a NO EDGE LINES)	EACH	14	\$	\$
13	614	Work Zone Marking Signs (R4-1 DO NOT PASS)	EACH	14	\$	\$
15	616	Dust Control (Water), As Directed By Engineer	M. GAL	7	\$	\$
16	623	Monument Box Adjusted to Grade, As Per Plan	EACH	6	\$	\$
16	642	Stop Bar, Type 1, As Per Plan	FT.	100	\$	\$
<b>BASE BID TOTAL=</b>						<b>\$</b>

BIDDER hereby agrees to commence work under this contract on a date to be specified in the Notice to Proceed and to substantially furnish the equipment according to the schedule specified for each item after receipt of a notification to proceed. BIDDER further agrees to pay as liquidated damages, the sum of **\$500.00** for each and every consecutive calendar day (Sundays and legal holidays excepted) thereafter as provided in the Special Conditions.

BIDDER acknowledges receipt of the following Addenda:

No. \_\_\_\_\_ dated \_\_\_\_\_ 20

No. \_\_\_\_\_, dated \_\_\_\_\_ 20

BIDDER agrees that if this Proposal is accepted, he will enter into an agreement with the Township to perform the work described in the Contract Documents for the prices as noted on the attached Proposal Form. All work and materials shall conform to the State of Ohio, Department of Transportation, "Construction and Materials Specifications", 2013 Edition, unless otherwise modified in Section 106. The "Engineer" shall be the Osnaburg Township Road Superintendent or his representative. Date set for completion of all work: **Thirty (30) calendar days** from Notice to Proceed.

Bidder hereby certifies that he has read, and will abide by, all of the conditions contained within the "Information for Bidders".

The total amount of the bid for the **OSNABURG TOWNSHIP 2025 Joint Chip & Seal Road Project**, based on the approximate quantities given above and the unit prices specified by the bidder, including the cost of performance bond and liability and property damage insurance premiums amounts to the sum of

\_\_\_\_\_ &  
\_\_\_\_\_/100 Dollars(\$ \_\_\_\_\_).

Upon acceptance of this proposal for said work, \_\_\_\_\_  
do hereby bind \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025, to enter into written contract and bond with the Board of Osnaburg  
Township Trustees within ten (10) days from the date of award.

Witness: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Firm Name)

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

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

**103.02 - Corporate Resolution**

I, \_\_\_\_\_ Secretary of \_\_\_\_\_

an \_\_\_\_\_ corporation hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of \_\_\_\_\_ on \_\_\_\_\_, 2025, to wit:

Resolved that the \_\_\_\_\_ of this company, namely, \_\_\_\_\_ be and he hereby is authorized and directed to enter into any and all contracts, bid guaranty and performance bonds with the *Board of Osnaburg Township Trustees* for the purpose of furnishing labor and materials as to \_\_\_\_\_

at such price and upon such terms and conditions including any amendments or modifications thereto as said \_\_\_\_\_  
be, and he further is hereby authorized and directed to execute and deliver unto said *Board of Osnaburg Township Trustees* other instruments which in his discretion he shall deem necessary to carry out the foregoing resolution.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of said corporation at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025, and I further certify that said resolution is still in full force and effect.

\_\_\_\_\_  
Secretary

SEAL

**Section 103.03 - Consent of Surety**

(To be completed if any Form 2 Bid Guaranty is used.)

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

\_\_\_\_\_  
(Address)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

(Name of Bidder)

as principal and \_\_\_\_\_, a corporation created and existing under the  
Laws of the State of \_\_\_\_\_ and having its principal office located at

\_\_\_\_\_  
(Complete address of Surety Company)

are held duty bound unto Osnaburg Township, Stark County, Ohio, hereby jointly and severally and  
binding our heirs, successors, administrators, executors, legal representatives and assigns by these  
presents.

THE CONDITIONS OF THIS OBLIGATION are such whereas the above-named principal submits the  
herewith proposal for the construction of

**OSNABURG TOWNSHIP 2025 Joint Chip & Seal PROGRAM** in Stark County in conformance with  
the information for and instruction for and instructions to Bidders, we the above named Surety, will meet  
all stipulations and will execute the Surety Bond as hereafter, to the above-named principal in event he  
should be awarded a contract and in the amount of one hundred percent (100%) of the total bid price for  
performing the work and guaranteeing its performance in conformity with the plans and specifications to  
Osnaburg Township, Stark County, Ohio.

WITNESS OUR SIGNATURES, this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

. ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Contractor-Principal)

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

#### 103.04 - Bid Guaranty and Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, the .....

\_\_\_\_\_  
(Name and address of Contractor)

as principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and full mailing address of Surety)

as surety,, hereinafter called Surety, are hereby held and firmly bound unto the *Board of Osnaburg Township Trustees* as obliges in the penal sum of the dollar amount of the bid submitted by the Principal of the Obligee on the \_\_\_\_ day of \_\_\_\_\_ 2025 to unde11ake the Project known as **OSNABURG TOWNSHIP 2025 Joint Chip & Seal Road PROGRAM**. The penal sum referred to herein shall be the dollar amount of the principal's proposal made by the principal on the date referred to above to the Obligee, which is accepted by the Obligee. 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.

NOW THEREFORE, if the Obligee accepts the bid of the Principal and 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 (10%) of the penalty hereof between the amount specified in the bid and that of the next lowest bidder, or the Obligee resubmits the project for bidding, and the Principal pays to the Obligee the penal sum not to exceed ten percent (10%) of the penalty hereof or the costs in connection with the resubmission of printing new contract documents, required advertising, and printing, and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the principal and the Principal within ten (10) days after receipt of notification of award of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, period, or completing the contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen, or laborer having a just claim as well as for the Obligee herein then this obligation shall be void, otherwise the same shall remain in full force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

Upon the execution of the proper contract specified herein, the said Bid Guaranty Bond shall constitute and be a Perform1ance Bond as provided herein and in accordance with the statutes of the State of Ohio. The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way effect the obligations of said Surety on its bond.



Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

PRINCIPAL: \_\_\_\_\_

WITNESS OF PRINCIPAL

BY: \_\_\_\_\_

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

\_\_\_\_\_  
SURETY: \_\_\_\_\_

WITNESS OF ATTORNEY-IN-FACT

BY: \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Full Mailing Address)

- (I) Signed by the same one or two Officials who will be signing the contract. Facsimile signatures are not acceptable.

### 103.05 - Non-Collusion Affidavit

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID B  
MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

STATE OF OHIO     )  
                              )SS:  
STARK COUNTY     )

\_\_\_\_\_  
(Name of bidder of bidders)

BEING DULY SWORN DO DEPOSE AND SAY THAT

\_\_\_\_\_  
who resides at \_\_\_\_\_  
(give residence of each bidder)

\_\_\_\_\_  
and that \_\_\_\_\_  
(Give names of all persons, firms, corporations interested in the bid.)

\_\_\_\_\_  
are the only persons interested with \_\_\_\_\_

in the profits of the herein contained Contract; that the said Contract is made without any connection or interest in the profits thereof with any other person making any bid or proposal for said work, that the said Contract is on

\_\_\_\_\_ part, in all respects fair, said without collusion or fraud, and also that no head of any department or Bureau, or employee therein, or any officer to the Township is directly or indirectly interested therein.

STATE OF OHIO)	_____ Signature e
COUNTY OF STARK)	_____ Date

) SS:

In Testimony thereof, I hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_

My Commission Expires \_\_\_\_\_, 20\_\_\_\_\_

The bidder, in order to secure consideration of his proposal will hereby submit Three (3) statements of work performed similar to that to be done under this proposed contract.

He is further invited to submit evidence of his financial ability to handle the work.

[illegible]

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## SECTION 104 - CONTRACT FORMS

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104.01	(Deleted this Contract)
104.02	Notice of Award
104.03	Construction Contract
104.04	Not used this Contract
104.05	Performance Bond - To Be Supplied By Bidder
104.06	Notice to Proceed
104.07	Statement of Non-liability for Delinquent Personal Property Taxes
104.08	Statement of Liability for Delinquent Personal Property Taxes

**NOTE: THE BIDDER IS CAUTIONED NOT TO COMPLETE ANY OF THE FOLLOWING FORMS. AFTER THE CONTRACT IS AWARDED THE FORMS WILL BE COMPLETED UNDER THE DIRECTION OF THE OWNER.**

**104.02 Notice of Award**

TO:

---

**PROJECT DESCRIPTION: OSNABURG TOWNSHIP 2025 Joint Chip & Seal Road PROGRAM**

The OWNER has received the necessary approvals to accept the BID submitted by you for the above-described work.

You are hereby notified that your BID has been accepted for the above-described work in the amount of \$ \_\_\_\_\_ as authorized by Resolution No. \_\_\_\_\_ of the *Board of Osnaburg Township Trustees*. You are required to execute the attached Agreement and send the required Performance Bond and certificates of insurance within ten (10) calendar days from the date of receipt of the contract documents. If you fail to execute said Agreement and furnish the Performance Bond and insurance within ten (10) calendar days from the date of receipt of contract documents, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to proceed against your Bid Guaranty as prescribed by law.

You are required to sign and return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Receipt of the NOTICE OF AWARD is hereby acknowledged.

By \_\_\_\_\_ — Title \_\_\_\_\_

DATE \_\_\_\_\_

County of Stark

## 104.03 - Construction Contract

### CONSTRUCTION CONTRACT OSNABURG TOWNSHIP TRUSTEES

WITH

DATE \_\_\_\_\_

PROJECT: **OSNABURG Twp. 2025 Joint Chip & Seal Road**

**program**

THIS CONTRACT, made and entered into at East Canton, Ohio on \_\_\_\_\_, 2025,  
by the **Board of Osnaburg Township Trustees**, (hereinafter referred to as "Township" and  
\_\_\_\_\_, (hereinafter referred to as "Contractor").

WITNESSETH, The Township and the Contractor hereby agree as follows:

#### 1. CONTRACT DOCUMENTS

The contract consists of this document, the "Advertisement for Bids", "Information for Bidders", "Proposal Forms", "Bid Bond Agreement", "General Conditions", "Payment Bond", "Performance Bond", "Notice of Award", "Notice to Proceed", "Change Orders", "Technical Specifications", "Ohio Department of Transportation Standard Construction Drawings and "Addenda".

##### 1.1 CONTRACT REGULATIONS

Terms and conditions of this Contract shall be governed by the provisions of Chapters 153 and 4115 and Section 149.53 of the Ohio Revised Code, all applicable local, state and federal ordinances, statutes and regulations.

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, handicap or color, including, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

All records, manuals, forms, drawings, schedules, lists, surveys, specifications, designs and other data pertaining to the work specified in this Contract are and shall remain the sole property of the Township.

#### 2. THE WORK

The Contractor shall perform and complete all the work of the Project required by the Contract Documents, supplying all the labor, materials, supervision, tools equipment required by the Project and

Contract Documents, shall proceed in a prompt and diligent manner, and shall do the several parts thereof at such times and in such order as the Engineer may direct, and shall execute, construct, finish, and test when required, the Project in an expeditious, substantial and workmanlike manner to the satisfaction of the Engineer and the Township, and to the final acceptance of the Project by the Township.

### 3. TIME OF COMMENCEMENT AND COMPLETION

The Contractor shall commence work within ten (10) days upon receipt of the Notice to Proceed from the Township.

The Contractor shall complete the Project within **thirty (30) consecutive calendar days** after receipt of Notice to Proceed.

### 4. CONTRACT SUM

The Township shall pay the Contractor for the performance of the Work, the sum of \$\_\_\_\_\_ subject to additions and deductions by Change Orders properly approved and executed.

### 5. PAYMENTS

Based upon Applications for Payment submitted to the Engineer, the township shall make payments on account of the Contract sum to the Contractor as provided by Chapter 153 of the Ohio Revised Code.

### 6. NEGLIGENCE, DEFAULT, DELAY, ETC.

The Township shall not be liable to the Contractor for any neglect, default, delay of interference of or by another contractor, nor shall any such neglect, default, delay of interference of or by any other contractor, or alteration which may be required in such Work, release the Contractor from the obligation to finish the said Work within the time aforesaid, or from the damage to be paid in default thereof.

The Contractor shall pay the township **\$500.00** for each and every consecutive calendar day (Sundays and legal holidays excepted) completion of the Project is delayed beyond the date fixed for completion in Section 3 herein.

### 7. INSURANCE

The Insurance Specification for Contractors and their Subcontractors are shown in Section 105.39, which Section is incorporated herein by reference and made a part hereof the same as though rewritten herein in full.

### 8. FAILURE TO COMPLY

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, the Township may avail itself of any and or all remedies provided in that behalf in the Contract, and shall have the right and power to proceed in accordance with the provisions thereof



9. DISPUTE RESOLUTION

All claims, counterclaims, disputes and other matters in question arising out of, or relating to the Contract Documents or their breach, except for claims which have been waived by the making and acceptance of final payment, will be decided by submission to a court of competent jurisdiction within the State of Ohio or, if the parties mutually agree in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

10. IN FORCE AND EFFECT

Subject to the applicable provisions of law, this Contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is forwarded to the Contractor, but the Contractor shall not start work on the Project until written notification to proceed is received from the Township.

IN WITNESS WHEREOF, The Township and the Contractor affix their signatures:

WITNESS:

BOARD OF OSNABURG TOWNSHIP TRUSTEES

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

(CONTRACTOR SIGNATURE ON THE NEXT PAGE)

WITNESS: \_\_\_\_\_

CONTRACTOR: .....

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

Contractor to complete applicable paragraph below:

[    ] A Corporation organized under the Laws of \_\_\_\_\_ and qualified to do business in the State of Ohio.

[    ] Co-partners trading and doing business under the firm name \_\_\_\_\_ and style of \_\_\_\_\_

[    ] List names of all Partners or Joint Venture Participants \_\_\_\_\_

[    ] An individual doing business under the firm name and style of \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Asst. Stark County Prosecuting Attorney

**104.06 - Notice to Proceed**

TO: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT: OSNABURG TOWNSHIP 2025 Joint Chip & Seal Road PROGRAM**

You are hereby notified to commence work in accordance with Agreement dated \_\_\_\_\_, 2025 within ten (10) days of receipt of this notice, and you are to complete the work within **thirty (30) consecutive calendar days**.

You are required to return an acknowledgment copy of this Notice to Proceed to the OWNER.  
FOR- TOWNSHIP OF OSNABURG.

\_\_\_\_\_

Signature

**ACCEPTANCE OF NOTICE**

Receipt of this notice to Proceed is hereby acknowledged by:

\_\_\_\_\_

Contractor

\_\_\_\_\_

\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2025

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**104.07 - Statement of Non-liability for Delinquent Personal Property Taxes**

STATE OF OHIO     )

)ss:

**STATEMENT OF NON-LIABILITY  
FOR DELINQUENT PERSONAL PROPERTY TAXES**

STARK COUNTY     )

\_\_\_\_\_,being first duly sworn, says that he has been awarded a contract by OSNABURG TOWNSHIP after competitive bidding: and that at the time of the submission of said bid said affiant was not charged with any delinquent personal property tax on the general tax list of personal property of Stark County.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(see note below)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_ 2=0 \_

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

NOTE: Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position and the name of the corporation should appear.

**104.08 - Statement of Liability for Delinquent Personal Property Taxes**

STATE OF OHIO     )

                                  )ss:     STATEMENT OF LIABILITY  
  FOR DELINQUENT PERSONAL PROPERTY TAXES

STARK COUNTY     )

\_\_\_\_\_,being first duly sworn, says that he has been awarded a contract by OSNABURG TOWNSHIP after competitive bidding: and that at the time of the submission of said bid said affiant was charged with delinquent personal property taxes on the general tax list of personal property of Stark County, Ohio and that the amount of such due and unpaid delinquent taxes is \$\_\_\_\_\_and that the amount of the due and unpaid penalties and interest is \$\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(see note below)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_,2011.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_ .

NOTE: Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position and the name of the corporation should appear.

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#### **105.01 - Authority of the Engineer.**

The Engineer shall be understood to mean the **Osnaburg Township Road Superintendent** designated and authorized by statute to act as its agent during the construction period. The Engineer shall act as the Township's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of material furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer shall determine if the work is proceeding in accordance with the contract Documents and shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to so comply. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or safety. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

#### **105.02 - Authority and Duties of the Inspector.**

Inspectors designated by the Township or Engineer are authorized to inspect, approve, or reject materials and workmanship required by the contract plans and specifications. Such inspections may extend to all or part of the work. A notification of unacceptable workmanship and/or materials is to be given the Contractor and Engineer, or their representatives, as soon as the irregularities are recognized. The inspector is not authorized to alter or waive provisions of the contract, nor to issue instructions contrary to the specifications.

#### **105.03 - Inspection of Work.**

All materials and equipment and each part or detail of the work shall be subject to inspection by the Engineer. No materials shall be used until approved by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance, by the Contractor, as may be required to make a complete and detailed inspection. If requested, the Contractor shall cooperate with the Engineer in the inspection of materials and equipment at the source or manufacturing facility. At the Engineer's request, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or replacement of the parts removed, will be paid for as extra work. Should the work so exposed or examined prove unacceptable, the uncovering or removing and recovering or replacement of parts removed, will be at the Contractor's expense. Any work performed or materials and equipment used without supervision or inspection by the Engineer may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered, or obligate the Township to final acceptance.

#### **105.04 - Removal of Unacceptable and Unauthorized Work.**

All work which does not conform to the requirements of the Contract may be considered as unacceptable work. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.

#### **105.05 - Supervision by Contractor.**

The Contractor will employ and provide a qualified supervisor or superintendent who shall be designated in writing by the Contractor, as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor. All communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times during the prosecution of the work to supervise and coordinate the work. The Project Engineer will have authority to suspend work at any time, until such supervision is provided. It is expected that the supervisor will attend the pre-construction meeting.

#### **105.06 - Character of Workmen.**

The Contractor shall at all times provide sufficient equipment and competent labor to complete the work required by these specifications. All workmen shall have sufficient experience in such work and in the operation of equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Engineer, does not perform in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may withhold all estimates which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

#### **105.07 - Subcontracting.**

The Contractor may utilize the service of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors including manufacturing, installation and delivery. The Contractor shall be fully responsible, to the Township, for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him, as if directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work. These provisions shall bind Subcontractors to the Contractor for the terms of the Contract Documents, insofar as applicable to the work of Subcontractors, and shall give the Contractor the same terminating authority over any subcontract that the Township may exercise over the Contractor, under provisions of the contract Documents. Nothing contained in this Contract shall create any contractual relation between any Subcontractor or the Township. No subcontract, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

#### **105.08 - Mutual Responsibility of Contractors.**

The Contractor shall assume all liability, financial or otherwise, for acts of the Contractor which cause any other Contractor, Subcontractor, or consultant to suffer damage, inconvenience, delay or loss on the project. The Township shall notify the Contractor of any claims asserted against the Township on account of any such damage, inconvenience, delay, or loss alleged to have been caused by the Contractor who shall indemnify and hold harmless the Township against any such claim.



### **105.09 - Standard Drawings.**

The State of Ohio, Department of Transportation Standard Construction Drawings shall be considered a part of the Contract Documents and shall take priority over anything written or implied herein.

### **105.10 - Drawings and Specifications.**

There are no drawings for this project. The State of Ohio, Department of Transportation, Construction and Materials Specifications, 2013 Edition, except as herein modified or amended, shall govern the construction of this project.

### **105.11 - Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions.**

The specifications, supplemental specifications, plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary. In case of discrepancy, calculated dimensions will govern over plans, supplemental specifications will govern over specifications; and special conditions will govern over specifications and plans.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers an error, omission, or discrepancy, he shall immediately notify the Engineer. The Engineer will make such corrections and interpretations as necessary to comply with the intent of the plans and specifications. The Contractor shall not begin work after his discovery of such discrepancies, inconsistencies or ambiguities until the Engineer has corrected same. Any unsatisfactory work will be removed.

### **105.12 - Land and Rights-of-Way.**

Prior to issuance of Notice to Proceed, the Township shall obtain all land rights-of-way necessary for the completion of the work unless otherwise indicated in the Contract Documents. The Township shall provide, to the Contractor, information which delineates and describes the lands owned and rights-of-way acquired. The Contractor shall provide, at his own expense and without liability to the Township, any additional land and access thereto that the Contractor may desire for temporary construction, or for storage of materials.

### **105.13 - Night Work**

All work on this contract, unless otherwise stated on the plans, will be limited to the daylight hours (7 a.m. - 5 p.m.) except in cases of emergency as determined by the Engineer. Adequate lighting facilities shall be used for night work.

### **105.14 - Sunday Work**

No work will be permitted on Sundays and Holidays except in the case of emergency as determined by the Engineer.

#### **105.15 - Suspension of Work- Extension of Time.**

If the Engineer should suspend the work in whole or in part due to no fault of the Contractor, or add additional work, the date for completion shall be extended the number of days that the suspension or additional work directly or indirectly delays the completion of the work. The Engineer shall determine the number of days for time extension purposes. If the Contractor disagrees with the Engineer on the time extension allowed, he shall, within thirty (30) days file a written objection and proof of his claim for additional time extension. The failure to file a written objection, within the thirty (30) day limit will constitute an acceptance of the Engineer's determination No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Township by reason of any of the hereinbefore mentioned.

#### **105.16 - Permits and Licenses.**

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Special Conditions. Permits and licenses for permanent structures or permanent changes in existing facilities shall be paid for by the Township. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations as required.

#### **105.17 - Taxes.**

The Township is exempt from the payment of the Ohio Sales and Use Tax, the cost of such is not to be included in the proposal.

#### **105.18 - Measurement of Quantities.**

Where work is to be paid for by units of length, area, weight, or volume, **all** work accepted under this contract shall be determined by the Engineer, and the quantities determined by the Engineer shall be the basis for final payment. When computation of area by geometric methods would be comparatively laborious, the planimeter shall be considered an instrument of precision adapted to the measurement of such areas. Method of measurement shall be determined by the Engineer. If the "Basis of Payment" clause in the specifications stipulates the price shall be considered compensation for work or materials essential to the item, this same work or material will not be paid for under any other item. Should a conflict occur in the specifications, the Engineer shall determine under which item the work will be paid.

#### **105.19 - Alteration of Plans or Character of Work.**

The Township reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the grade or alignment of the road, structure, or sewers, as may be found to be necessary or desirable, such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract. Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as

done. Payments shall be in accordance with 105.22. If, however, the character of the work on the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Township may determine to be fair and equitable.

Should the Contractor encounter or the Township discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of or the time required for performance of the contract, an equitable adjustment will be made.

Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made in accordance with the provisions of 105.20. Any adjustment in contract time because of changes will be made in accordance with the provisions of 105.37.

#### **105.20 - Extra Work.**

The Contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work as contemplated. Such work shall be performed in accordance with these specifications and as directed, and will be paid for as provided under 105.21.

#### **105.21 - Payment for Extra Work**

Extra work performed in accordance with the requirements and provisions of 105.20 will be paid for at the unit prices or lump sum stipulated in the order authorizing the work.

#### **105.22 - Compensation for Altered Quantities.**

When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit price for the accepted quantities of work done. No allowance except as provided in Section 105.19, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Contractor and subsequent loss of expected reimbursements therefor or from any other cause.

Increased work involving supplemental agreements shall be paid for as stipulated in such agreements. The Contractor shall furnish substantiating data required in the preparation of these agreements.

### **105.23 - Eliminated Items.**

Should any items contained in the work proposal be found unnecessary for the proper completion of the work, the Engineer may, upon written order to the Contractor, eliminate such items from the contract, and such action shall in no way invalidate the contract. When a Contractor is notified of the elimination of items, he will be reimbursed for actual work done and costs incurred. Any work done after notification will not be paid for unless directed by the Engineer.

### **105.24 - Responsibility for Damage Claims.**

The Contractor and Surety shall save harmless the Township, all of its representatives and participating utilities, from all suits, actions, or claims of any nature due to neglect in safeguarding the work or through the use of unacceptable materials in the construction or on account of any act or omission by the Contractor, or his agents.

### **105.25 - Payment to the Contractor.**

At least ten (10) days before each progress payment date, but not more often than once a month, the Contractor will submit to the Engineer a partial payment estimate, completed and signed by the Contractor, covering the work performed during the partial payment period. The estimate shall be supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Township. The request shall be accompanied by proper invoices and proof of payment which will establish the Township's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will within ten (10) days after receipt of each partial estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Township, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary connections and resubmit the partial payment estimate. The Township will normally, within thirty (30) days of presentation to him of the approved partial payment estimate, pay the Contractor on the basis of the approved partial payment estimate. The Contractor will be paid the stipulated unit and lump sum prices set forth in this proposal, for the amount of work approved for payment.

The cost of handling and placing all materials after they are delivered to the Contractor shall be included in the contract price for the item. The Contractor will be responsible for all material delivered and deductions will be made from any moneys due for shortages and deficiencies, and for any damage which may occur after such delivery. The Township shall retain eight percent (8%) of the amount of each partial payment until the work is fifty percent (50%) complete. All remaining partial payments will be made in full. After the work is 50% complete, all retainage made will be placed in escrow, and will remain there until the work is complete and accepted. After completion and acceptance, the retainage and accumulated interest shall be paid to the Contractor from the escrow account.

### **105.26 - Payments by the Contractor.**

The Contractor shall pay:

- (1) All transportation and utility services no later than thirty (30) days following receipt of proper invoices.
- (2) All materials, tools and other expendable equipment. Payment shall be one hundred percent (100%) less retainage held by the Township from the Contractor as indicated in Section 105.25. Payment shall be made no later than thirty (30) days after receipt of proper invoices. Payment for the balance of the cost thereof shall be made not later than thirty (30) days following acceptance of that part of the work in or on which such materials, tools, and equipment were incorporated.
- (3) Each of his Subcontractors, not later than ten (10) days following receipt of proper invoices and payment to the Contractor by the Township, for work performed by the Subcontractor.

### **105.27 - Final Cleaning Up.**

Before final acceptance, all ground occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in an acceptable condition. Where the Contractor has occupied private property, he shall obtain a written statement from the property owner indicating the premises have been left in an acceptable condition. Copies must be submitted with final estimate.

### **105.28 - Final Inspection and Acceptance.**

When the work has been completed, the Engineer will make a pre-final inspection. If items must be completed or remedied by the Contractor, he shall perform the work immediately upon being notified by the Engineer. When these items have been connected by the Contractor, final inspection will be made. The work must pass final inspection by the Engineer prior to acceptance by the Township.

### **105.29 - Final Estimate.**

Before the final estimate is approved, the Township will require the Contractor to submit an affidavit from each Subcontractor verifying that all claims and obligations, arising in connection with the performance of his portion of the contract, have been satisfied. If the Engineer finds the work acceptable, he shall within thirty (30) days after the final inspection and acceptance of the work, prepare a statement of acceptability, and the Township shall pay the entire sum so found to be due thereunder, after deducting all previous payments and all amounts to be retained. All prior partial estimates and payments shall be subject to correction in the certificate of "TOTAL COST". No payment shall be made for unauthorized work. The date of approval of the final estimate by the Township shall be the date of acceptance for that project. The Township shall not be precluded or stopped by any return or certificate made or given by it from showing at any time either before or after the final completion and acceptance of the work and payment therefor, pursuant to any such return or certificate, the true and correct amount and character of the work done and materials used by the Contractor or any other person under this agreement, or from showing at any time that the work and materials, or any part thereof do not conform to the specifications and the Township shall not be precluded or stopped, notwithstanding any such return or certificate and payment in

accordance therewith from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications. The Contractor will indemnify and save the Township or the Township's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, suppliers, etc., incurred in the performance of the work. If the Contractor fails to pay his subcontractors or suppliers, the Township may, after having notified the Contractor, either pay valid claim or withhold from moneys due the Contractor a sum deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged in accordance with the terms of the Contract Documents. In no case shall the provisions of this Section be construed to impose any obligations upon the Township to either the Contractor, his Surety, or any third party. If the Township chooses to pay the valid claims, any payment so made, shall be considered as payment to the Contractor for any such payments.

#### **105.30 - Acceptance of Final Payment Constitutes Release.**

The acceptance by the Contractor of Final Payment shall constitute a release to the Township for all claims and liability arising out of this work, except in the Contractor's

claims for interest upon the Final Payment, if this payment is improperly delayed. No payment, final or otherwise, shall release the Contractor or his Sureties from obligations

under this Contract, or Performance Bond. Prior to Substantial Completion, the Township, with the approval of the Engineer, and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Substantial Completion shall be defined as that date certified by the Engineer when the construction of the project or specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it was intended. Use shall not constitute an acceptance of the work.

#### **105.31 - Certification of Completion.**

Upon completion of all work required, the Engineer shall file a written certificate, with the Township and with the Contractor, determining the amount of work performed and compensation due the Contractor, including extra work and/or reduction of work.

#### **105.32 - (Deleted this Contract).**

#### **105.33 - Assignments.**

Neither the Contractor nor the Township shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder without written consent of the other party.

#### **105.34 - Dispute Resolution.**

All claims, counterclaims, disputes and other matters in question arising out of, or relating to the Contract Documents or their breach, except for claims which have been waived by the making and acceptance of final payment, will be decided by submission to a court of competent jurisdiction within the State of Ohio

or, if the parties mutually agree in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

#### **105.35 - Access to Records**

- (1) The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of the work under this agreement in accordance with accepted professional practice, and appropriate accounting procedures and practices. The Township or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection.
- (2) The Contractor agrees to include the five items of this Section 105.35 in all contracts and subcontracts which relate directly to project performance, and exceed \$10,000.00 in cost.
- (3) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency (ies).
- (4) The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs 1 and 2 above, to any of the agencies referred to in paragraph 1 above. In those cases where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference, and an opportunity to comment on the pertinent portions of the draft audit report. The Contractor will be provided copies of the formal draft audit report at the time of its transmission. Such transmission will include the written comments, if any, of the audited firm.
- (5) Records under paragraph 1 and 2 above, shall be maintained and made available during performance of the work under this agreement and until three (3) years from the date of final payment for the project. In addition, those records which relate to any "Dispute" appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution or such appeal, litigation, claim, or exception.

#### **105.36 - Time of Completion and Liquidated Damages.**

- (1) Time is of the essence. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- (2) The Contractor will proceed with the work at such a rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Township, that the contract time specified for the completion of the

work described herein is reasonable taking into consideration the average climactic and economic conditions and other factors prevailing in the locality of the work.

- (3) If the Contractor shall fail to reach substantial completion within the contract time, or be granted an extension of time by the Township, then the Contractor will pay as liquidated damages to the Township the amount of three hundred (**\$500.00**) per calendar day.
- (4) The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Township or Engineer:

To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts, of God, or of the public enemy, acts of the Township, acts of another Contractor in the performance of a contract with the Township, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

#### **105.37 - Termination for Default; Damages for Delay, Time Extensions.**

- (A) If the Contractor refuses or fails to prosecute the work, or any separable part of the work, with such diligence as will hinder its completion within the time specified in this contract, or any extension thereof or fails to complete said work within such time, the Township may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Township may take over the work and prosecute the same to completion, by contract and otherwise, and may take possession of and use any part of the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his Sureties shall be liable for any damage to  
the Township resulting from his refusal or failure to complete the work within the specified time.
- (B) If the contract provides for liquidated damages, and if the Township terminates the Contractor's right to proceed, the resulting damage to the Township will consist of such liquidated damages until such reasonable time as may be required for full completion of the work together with any increased costs the Township incurs in completing the work.
- (C) If the contract provides for liquidated damages and if the Township does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- (D) The Contractor's right to proceed shall not be terminated nor the Contractor charged with resulting damage if:
  - (1) The delay in the completion of the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor,



including but not limited to, acts of God, acts of the public enemy, acts of the Township in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the Township, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and such Subcontractors or suppliers; and

- (2) The Contractor, within ten (10) days from the beginning of such delay, (unless the Township grants a further period of time before the date of payment under the contract), notifies the Township in writing of the causes of delay. The Township shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension. The Township's findings of fact shall be final and conclusive on the parties, subject only to appeal as the remedies clause of this contract provides.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Township by reasons of any of the delays hereinbefore mentioned.

- (E) If, after the notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the delay was excusable under this clause, the rights and obligations of the parties shall be the same as if the notice of termination has been issued under the clause providing for termination for convenience of the Township.
- (F) The rights and remedies of the Township provided in this clause are in addition to any other rights and remedies provided by the law or under this contract.
- (G) As used in Paragraph (D) (1) of this clause, the term "Subcontractors or suppliers" means Subcontractors or suppliers at any tier.

#### **105.38 - Termination for Convenience.**

- (A) The Township may terminate the performance of work under this contract in accordance with this clause in whole, or from time to time in part, whenever the Township shall determine that such termination is in the best interest of the Township. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (B) After receipt of a notice of termination, and except as otherwise directed by the Township, the Contractor shall:
  - (1) Stop work under the contract on the date and to the extent specified in the notice of termination;

- (2) Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the work under the contract which is not terminated;
  - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
  - (4) Assign to the Township, in the manner, at the time, and to the extent directed by the Township, all of the right, title, and interest of the Contractor under the orders and subcontractors so terminated.  
The Township shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Township to the extent he may require. His approval or ratification shall be final for all the purposes of this clause;
  - (6) Transfer title to the Township, and deliver in the manner, at the times, and to the extent, if any directed by the Township:
    - (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of the work terminated by the notice of termination, and
    - (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, *would* have been required to be furnished to the Township;
  - (7) Use his best efforts to sell, in the manner, at the times, to the extent, and price or prices that the Township directs or authorizes, any property of the referred to in paragraph (b) (6) of this clause, but the Contractor:
    - (a) shall not be required to extend credit to any purchaser, and
    - (b) may acquire any such property under the conditions prescribed and at a price or prices approved by the Township. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the prices or cost of the work covered by this contract or paid in such other manner as the Township may direct;
  - (8) Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
  - (9) Take such action as may be necessary, or as the Township may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Township has or may acquire an interest.
- (C) After receipt of a notice of termination, the Contractor shall submit to the Township his termination claim, in the form and with the certification the

Township prescribes. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Township upon request of the Contractor made in writing within such one year period of authorized extension. However, if the Township determines that the

facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension. If the Contractor fails to submit this termination claim within the time allowed, the Township may determine, on the basis of information available to him, the amount, if any, due to the Contractor because of the termination. The Township shall then pay to the Contractor the amount so determined.

- (D) Subject to the provisions of paragraph (C), the Contractor and the Township may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial termination of work under this clause. The amount or amounts may include a reasonable allowance for profit on work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (E) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Township to agree upon the whole amount to be paid to the Contractor because of the termination of work under this clause, shall be deemed to limit, restrict, or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor.
- (E) If the Contractor and the Township fail to agree, as Paragraph (D) provides, on the whole amount to be paid to the Contractor because of the termination of work under this clause, the Township shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:
  - (1) For all contract work performed before the effective date of the notice of termination, the total (without duplication of any items) of
    - (a.) The cost of such work;
    - (b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as Paragraph (B)(5) of this clause provides. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the notice of termination. These amounts shall be included in the cost on account of which payment is made under Paragraph (a) of this section; and
    - (c) A sum, as profit on paragraph (1) (a) that the Township determines to be fair and reasonable. But, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this Paragraph (1) (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
  - (2) The reasonable cost of the preservation and protection of property incurred under Paragraph (B)(9) of this clause; and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of

work under this contract. The total sum to be paid to the Contractor under Paragraph (E)(1) of this clause shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Township shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under Paragraph (1), the fair value, as determined by the Township, of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the Township, or to a buyer under Paragraph (B) (7) of this clause.

- (F) The Contractor shall have the right to dispute under the clause of this contract entitled "Remedies," from any determination the Township makes under Paragraph (C) or (E) of this clause. But, if the Contractor has failed to submit his claim within the time provided in Paragraph (E) of this clause and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Township has determined the amount due under Paragraph (C) or (E) of this clause, the Township shall pay to the Contractor the following:
  - (1) If there is no right of appeal thereunder or if no timely appeal has been taken, an amount so determined by the Township; or
  - (2) If a "Remedies" proceeding is initiated, the amount finally determined in such "Remedies" proceeding.
- (G) In arriving at the amount due the Contractor under this clause, there shall be deducted:
  - (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the termination portion of this contract;
  - (2) any claim which the Township may have against the Contractor in connection with this contract; and
  - (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things kept by the Contractor or sold, under the provisions of this clause, and not otherwise recovered by or credited to the Township.
- (H) If the termination thereunder be partial, before the settlement of the terminated portion of this contract, the Contractor may file with the Township a request in writing for an equitable adjustment of the price or prices submitted in the contract relating to the continued portion of the contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall Emit the right of the Township and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the contract when the contract does not contain an established contract price for the continued portion.

#### **105.39 - Contractor's and Subcontractor's Insurance.**

The Contractor, all Subcontractors, and all Sub-Subcontractors, all hereinafter call the "Contractor", shall provide and maintain during the life of this contract the following minimum insurance, limits, and conditions:

## COMPREHENSIVE GENERAL LIABILITY

The Comprehensive General Liability Coverage shall include Completed Operations Products Coverage, Personal Injury Coverage, and Contractual Liability Coverage to satisfy the Indemnification Clause included herein. The Comprehensive General Liability coverage shall include Underground Hazards for sub-surface operations, Explosion and Collapse Liability Coverage shall be determined by the Township on the basis of specific construction exposures.

The minimum limits of liability shall be as follows, unless otherwise specifically required by special provisions in the specifications or this Contract:

### AMOUNT OF CONTRACT:

	UNDER \$50,000	OVER \$50,000 BUT UNDER \$500,000	OVER \$500,000
Bodily Injury Liability			
Each Occurrence	300,000	1,000,000	1,000,000
Aggregate	300,000	1,000,000	1,000,000
Property Damage Liability			
Each Occurrence	100,000	1,000,000	1,000,000
Aggregate	100,000	1,000,000	1,000,000

(1) Special Conditions will affect limits to be determined by the Township.

## COMPREHENSIVE AUTOMOBILE LIABILITY

The Comprehensive Automobile Liability Coverage shall include Owned, Non-Owned and Hired Coverage.

The minimum limits of liability shall be as follows, unless otherwise specifically required by special provisions in the specifications or this Contract:

### AMOUNT OF CONTRACT:

	UNDER \$50,000	OVER \$50,000 BUT UNDER \$500,000	OVER \$500,000
Bodily Injury Liability			
Each Occurrence	100,000	500,000	1,000,000
Aggregate	300,000	500,000	1,000,000
Property Damage Liability			
Each Occurrence	100,000	250,000	500,000

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides the required Bodily Injury and Property Damage Liability coverage will be acceptable.

#### WORKER'S COMPENSATION

The Contractor shall comply with the Ohio Workman's Compensation Act for all of his employees engaged in work under this Contract.

#### **105.40 - INDEMNIFICATION CLAUSE.**

The Contractor agrees to indemnify and save the Township, its officials, officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person, firm, or corporation arising out of the errors, omissions or negligent acts of the Contractor in the performance of the terms of this contract by the Contractor, including but limited to the Contractor's employees, agents, subcontractors, sub-subcontractors, and other designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this Contract.

## **SECTION 106 - SPECIAL CONDITIONS**

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#### **106.01 - Scope of Work**

THE WORK SHALL CONSIST OF THE RESURFACING OF THE LISTED STREETS IN THE OSNABURG TOWNSHIP 2016 PAVING PROGRAM.

#### **106.02 - Utilities**

Not applicable.

#### **106.03 - Backfill**

Not applicable.

#### **106.04 - Field Controls**

The proposed pavement resurfacing shall follow the alignment and profile of the existing pavement. The proposed resurfacing shall have thickness as shown on the proposal sheets.

#### **106.05 - Materials Approval, Inspection**

All materials and each part or detail of the project shall be subject to inspection by the Engineer or Its representatives. The Engineer or his representatives shall be furnished with such information and assistance by the Contractor as required. No work shall proceed without the Engineer's knowledge. The Contractor is required to provide twenty-four (24) hours notice to the Engineer before starting any work so that proper inspection may be provided. No departures from the plans, grades, lines, specifications or any other directions of the Engineer shall be made without permission.

#### **106.06 - Time Limitations**

All work performed by the Contractor shall be done between the hours of 7:00 A.M. and 5:00 P.M... No work shall be done on Saturdays, Sundays or holidays except by permission of the Engineer.

#### **106.07 - Project Maintenance**

The Contractor shall properly maintain the entire work site during construction. This maintenance shall constitute a continuous and effective prosecution of the work on a daily basis with adequate equipment and forces to the end so that the entire site is kept in a condition satisfactory to the Engineer at all times. Permission to temporarily halt construction on the project will be given by the Engineer only if the site is in satisfactory condition, particularly as it applies to matters of public safety which are addressed in a later section of these specifications. If at any time the Contractor fails to comply with this requirement, the Engineer will notify the Contractor of such noncompliance in writing. If the Contractor fails to remedy the unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer will proceed to maintain the project and the cost of this work will be deducted from moneys due the Contractor on his contract. Final estimates will not be paid until the Contractor has removed all materials, equipment, containers, excess dirt, supplies, old pipe or any other debris from the site; and the