

**MADISON TOWNSHIP BOARD OF TRUSTEES**  
**Richland County, Ohio**

**BID PROPOSAL FOR:**

**MADISON TOWNSHIP 2024 ROAD RESURFACING**

**SUBMITTED BY:**

**CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER (\_\_\_\_) \_\_\_\_\_**

**BID OPENING DATE: May 28, 2024, @ Madison Township Hall**  
**817 Expressview Mansfield, OH. 44905**

**TIME: 7:00 PM. Eastern Daylight Time**

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## SECTION 1 - BID DOCUMENTS

1. Bid Bond
2. Bids and Performance Payment Bond (ORC 153.571)
3. Performance Payment Bond
4. Non-collusion Affidavit
5. Personal Property Tax Affidavit
6. Affirmative Action Equal Opportunity Certificate
7. Certificate of Compliance DOT Drug Alcohol Testing.

## SECTION 2 – OWNER - CONTRACTOR AGREEMENT

1. Owner - Contractor Agreement

# **PREVAILING WAGE RATES**

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid the prevailing wage established by the Department of Industrial Relations of the State of Ohio. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is available for review via the internet at

[www.wagehour.com.state.oh.us](http://www.wagehour.com.state.oh.us)

**LEGAL ADVERTISEMENT**  
**NOTICE TO BIDDERS**

Notice is hereby given that the Madison Township Board of Trustees will accept bids for the 2024 resurfacing program.

Based on specifications prepared by the Madison Township Board of Trustees,  
Sealed Bids will be accepted at the office of the Madison Township Trustees, 817 Expressview Drive  
Mansfield, OH. 44905 until:

**May 28, 2024 7:00 PM. Eastern Daylight Time**

at which time they will be opened and read aloud. Bids shall be in a sealed envelope and clearly marked "**BID FOR Madison Township 2024 Road Resurfacing**" along with the company name. Bidders may secure copies of the specifications and project at the Madison Township Hall 817 Expressview Dr Mansfield, OH. 44905, by calling 419-589-9999 or visiting our web site to download documents @ [www.madisontwp.us](http://www.madisontwp.us). For questions contact Trustee Fletcher at 419-565-5305 or email [dfletcher@madisontwp.us](mailto:dfletcher@madisontwp.us), not later than 72 hours prior to the date fixed for the opening of bids.

Each bid shall be accompanied with a bid guaranty in accordance with Section 153.54 of the Ohio Revised Code, by a Bid Bond in an amount of 100% of the total Bid or a cashier's check, or a certified check equal to 10% of the bid to be duly executed by the bidder. All Bids shall be on company letterhead and be signed by an authorized representative of that company.

The attention of bidders is directed to the special statutory provisions, RC 4115.03 etc. seq., governing the prevailing rate of wages to be paid to laborers and mechanics employed on public improvements, and also, to RC 153.59 regarding nondiscrimination.

The Board of Madison Township Trustees have the right to reject any or all bids, and to accept the lowest responsive responsible bid, which best fits the needs of the Township.

By the order of the Madison Township Trustees

\_\_\_\_\_  
Leanna Rhodes, Fiscal Officer

## Project Description

### **Part 1**

The project listing as follows:

1. **Burger Ave.** from Longview N to the dead end. Length 1161 ft. Average width 19 ft.
2. **Walker Rd** from Burger Ave W to Belmont Ave, Length 264 ft. Average width 19 ft.
3. **Benedict Ave** from Longview to the dead end. Length 850 ft. Average width 19 ft.
4. **Averill Ave** from Longview to the dead end. Length 850 ft. Average width 19 ft.
5. **Benedict Ave** from Sr 39 N to Hanna Rd, Length 1308 ft. Average width 20 ft.
6. **Benedict Ave** from Hanna Rd N to Hahn Rd Length 1285 ft. Average width 20 ft.
7. **Averill Ave** from St Rt 39 N to Hanna Rd. Length 1525 ft. Average width 20 ft.
8. **Averill Ave** from Hanna Rd N to Hahn Rd Length 1285 ft. Average width 20 ft.
9. **Herring Ave** from St Rt 39 N to Hanna Rd Length 1545 ft. Average width 19 ft.
10. **Herring Ave** from Hanna Rd N to Hahn RD Length 1285 ft. Average width 19 ft.
11. **Woodside Dr** from ST Rt 39 N to Trimble Rd. Length 1825 ft. Average width 20 ft.
12. **Truxall Dr** from ST Rt 39 N to Fir Dr. Length 662 ft. Average width 20 ft.
13. **Truxall Dr** from Fir Dr N to Woodside Dr. Length 1105 ft. Average width 20 ft.
14. **Fir Dr** from Woodside Dr E to Truxall Dr, Length 1012 ft. Average width 20 ft.
15. **Fir Dr** from Truxall Dr E to Trimble Length 268 ft. Average width 20 ft.
16. **Springlake Dr** from St Rt 42 N to Lakefront Dr. Length 1370 Average width 19 ft.
17. **Lakefront Dr** from Katherine Dr. to dead end Length 735 Average width 19 ft.
18. **Molly Ct** from Piper Rd S to dead end Length 420 Average width 26 ft.

The 448-1 asphalt is to be a blended mix, using a minimum of 6.2% AC, limestone coarse aggregate, no more than 20% reclaim material.

#### **Approximate Paving Quantities.**

Item 448. Type 1 Asphalt @ 1" average **2281** tons.

Item 407. Tack @ .10 Gal./S.Y. (SS1H) **4106** Gal.

Item 254. Pavement Planing (Butt joints) **638** S.Y.

Item 611. Manhole Catch basin adjusted to grade **3** EA

## **Part 2**

1. **Bentwood Ct** from Beal Rd E to dead end. Length 760 Average width 18 ft

The 448-1 asphalt is to be a blended mix, using a minimum of 6.2% AC, limestone coarse aggregate, no more than 20% reclaim material.

### **Approximate Paving Quantities**

Item 448. Type 1 Asphalt @ 1.75" Average **164** tons.

Item 407. Tack @ .10 Gal./S.Y. (SS1H) **169** Gal.

Item 254. Pavement Planing Milling 1.75" Average **1690** S.Y.

## **Part 3**

1. Home Rd from Marion Ave N to the City Limits. Length 2760 Average width 21 ft

The 448-1 asphalt is to be a blended mix, using a minimum of 6.2% AC, limestone coarse aggregate, no more than 20% reclaim material.

### **Approximate Paving Quantities**

Item 448. Type 1 Asphalt @ 1.5" Average **536** tons.

Item 407. Tack @ .10 Gal./S.Y. (SS1H) **644** Gal.

Item 254. Pavement Planing Milling 1.5" Average **6746** S.Y.

Item 642 Center Lines (Paint) 2760 L. F

This information sheet represents only estimated quantities, for cost factoring.

The Board of Trustees reserves the right to add or delete roads from the program as funding allows.

Bidders may pick up copies of the specifications at:

Madison Township Hall  
817 Expressway Drive  
Mansfield, Ohio 44905

Or by calling 589-9999. Or by calling Trustee Fletcher 419-565-5305 email [dfletcher@madisontwp.us](mailto:dfletcher@madisontwp.us), or visit our web site to download documents @ [www.madisontwp.us](http://www.madisontwp.us).

By the order of the  
Madison Township Trustees

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Leanna Rhodes, Fiscal Officer

## Instructions to Bidders.

### 1.1 BIDDER'S QUALIFICATIONS:

- A. The Township may investigate to determine if the bidder is qualified to perform the work. If required, the bidder shall present evidence of his experience in such types of work, and that he has the necessary equipment and manpower to complete the said work in the allotted amount of time.
- B. Each bidder shall complete a Non-collusion Affidavit.

### 1.2 BIDDING DOCUMENTS:

- A. It is the responsibility of each contractor and subcontractor to review each document in detail for work in his trade and how it will affect the other contractor.
- B. Specifications for the work are found in the section Asphalt Concrete Pavement.

### 1.3 CONTRACT REQUIREMENTS:

- A. Type of Contract:
  - 1. A unit price bid will be received for the work.
  - 2. All work will be paid using prevailing wages.
  - 3. Price quotes shall show the cost breakdown for each item.
  - 4. The contractor's bid shall reflect all costs for all material, plant, transportation and labor. Any additional cost the contractor may need must be submitted at the bid opening.
  - 5. Quantities may be subject to change for the work.

1.4 PREPARATION OF BIDS:

A. General The following items shall be used by all Bidders and submitted:

- a. Bid Form
- b. Bid Security
- c. Non-collusion Affidavit
- d. Bidders shall base their bids on materials, plant, equipment, labor, transportation and processes specified.
- e. Unit Price Bid Schedule.
- f. Certification of contractor compliance for Drug and Alcohol testing

B. Signatures

Bids shall be signed with the name typed below the signature. If the Bidder is a corporation, it shall be signed with the legal name of the corporation, followed with an authorized signature to bind into a contract.

C. Bid Security

1. The selected Bidders security will be retained until the Contract has been signed and furnished the required Performance, Labor, and Materials Payment Bonds.
2. If any Bidder refuses to enter into Contract, the Township shall retain his Security as liquidated damages.

D. Unit Price Schedule

1. The price quoted shall include all items of labor, plant, materials, tools, equipment, insurance, transportation, and other necessary costs to fully complete the work in the Contract Document.
2. The Township reserves the right to accept or reject any or all of the unit prices prior to the execution of the contract.
3. The contract shall be awarded on the basis of the total lowest responsive and responsible bid.



## 1.5 Bidders Responsibility

### A. Examination of Documents and Site

1. All Bidders shall visit the proposed work site during the Bidding period and inform themselves of all conditions bearing on transportation, disposal, handling and storage of materials, and other work being performed; accessibility, general character of the site, and extent of existing work within.
2. The failure of omission of any Bidder to receive or examine any forms, instruments or documents, or to visit the site and acquaint themselves with existing conditions; shall no way relieve the Bidder from any obligation in respect to his Bid.
3. No Bid may be withdrawn for a period of 30 days after scheduled closing time for receipt of Bids.

General

1.0 DESCRIPTION OF WORK

A. Work of this section includes, but is not limited to:

1. Application of asphalt Concrete ODOT 448, Type 1 W/limestone coarse aggregate in (1) layer of 1.0 inch. Average
2. Application of tack coat at 0.10 Gal./S.Y.
3. Mill butt joints as per Township Representative

1.1 REFERENCE SUBMITTALS

A. Testing Reports and Material Certification:

1. Submit 1 copy endorsed by the contractor of the following:
  - a. Aggregate: Material test showing compliance.
  - b. Bituminous Material: Test showing compliance.
  - c. Liquid AC showing 6.2% content.

B. Weight Tickets:

Submit copies of truck weight or delivery tickets from the original supplier or manufacturer for quantities delivered for

1. Asphalt Concrete
2. Bituminous Material

1.2 JOB CONDITIONS

A. Safeguards

1. The contractor will maintain vehicular and pedestrian traffic during paving operations.
2. The contractor shall provide flag persons barricades, warning signs, traffic cones, and warning lights as needed for the safe movement of traffic and the least interruption of work.
3. Coordinate all necessary road closings with the Road Superintendent.
4. The contractor shall be aware of any load restrictions on bridges it encounters and plan their movement of traffic accordingly.

## Materials

### 2.0 TACK COAT

- a. Bituminous material for Tack Coat shall conform to the ODOT Specification 407.02.
- b. The application rate for the Tack Coat shall be @ 0.10 gallons per square yard, unless approved otherwise at the time of application by the Road Superintendent.
- c. Each layer of asphalt shall be tacked at the stated rate prior to application.

### 2.1 AGGREGATE

1. Aggregate for Asphalt Concrete Surface 448, Type 1.
  - a. Aggregate shall consist of coarse aggregate limestone conforming to ODOT Specification 448, Type 1.

### 2.2 PREPARATION

#### Surface

- a. The road surface shall be clean and dry prior to the application of the tack coat and asphalt pavement.

### 3.0 APPLICATION

#### 1. General

- a. Lines, grades, and minimum thickness shall be as specified herein or otherwise directed.
- b. The weather limitations of ODOT Specification 401.06 shall be observed in the placing of the asphalt pavement.
- c. Application of all asphalt pavement shall be in accordance with ODOT 401.

#### 2. Tack Coat

- a. Apply tack coat for each layer of asphalt in a uniform continuous spray using a pressure distributor designed for tack coat.
- b. Insure that calibration is correct for application rates as needed.
- c. Application shall be in accordance with ODOT specification 407.06.

#### 3. Asphalt Pavement.

- a. Pavement thickness of 448, Type 1 Asphalt shall consist of a leveling/finishing course of average in thickness as specified.
- b. All joints and edges of the pavement shall be done in accordance with ODOT 401.15.
- c. Transportation, placing, spreading, and finishing shall be done in accordance with ODOT specification 401.

#### 4. Measurements and Payment

##### 4.1 Method of Measurement

- a. Bituminous materials used for Tack Coat and joint sealing shall be measured from plant or truck tickets showing the quantity delivered to the job site.
- b. Asphalt concrete, (448, Type 1) shall be measured from approved weight tickets showing actual tons delivered to the job.

##### 4.2 Payment

- a. Payment for accepted materials compacted and in place will be made at the unit cost price provided by the contractor on the Bid Schedule Sheet.

#### 1. **ROAD PAVING**

<u>Item</u>	<u>Unit</u>	<u>Description</u>
1.	TN	448, Type 1 Asphalt Concrete
2.	GL	Tack Coat
3.	SY	Pavement Planing
4.	EA	Man holes & Catch Basins adjusted to grade
5.	LF	Center Line Paint

**BID FORM / UNIT PRICE**  
Section 300

Submitted by:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder:

\_\_\_\_\_  
City, State, Zip of Bidder:

(    ) \_\_\_\_\_  
Area Code Telephone Number of Bidder

To: Madison Township Board of Trustees 817 Expressway Drive Mansfield, Ohio 44905

2.0 Proposal

A. Having fully examined and understood the Bidding Documents for the 2024 Resurfacing Program for the Madison Township Trustees and having visited the paving locations and being familiar with conditions; the undersigned proposes and agrees to furnish all labor and material required to complete the work on the Unit Price Bid Form.

**Part 1. Asphalt Paving Program**

Unit price:	Item	Quantity	Total Price
_____	Asphalt Concrete, Type 1	<b>2281</b> Ton	_____
_____	Tack Coat:	<b>4106</b> Gal	_____
_____	Pavement Planing	<b>638</b> S. Y.	_____
_____	Man Hole & Catch Basin Adj.	<b>3</b> EA.	_____
		Total Bid Amount	_____

**Part 2. Asphalt Paving Program**

Unit price:	Item	Quantity	Total Price
_____	Asphalt Concrete, Type 1	<b>164</b> Ton	_____
_____	Tack Coat:	<b>169</b> Gal	_____
_____	Pavement Planing	<b>1690</b> S.Y.	_____
Total Bid Amount			_____

**Part 3. Asphalt Paving Program**

Unit price:	Item	Quantity	Total Price
_____	Asphalt Concrete, Type 1	<b>536</b> Ton	_____
_____	Tack Coat:	<b>644</b> Gal	_____
_____	Pavement Planing	<b>6440</b> S.Y.	_____
_____	Center Line Paint	<b>2760</b> L.F.	_____
Total Bid Amount			_____

**Grand Total Bid Amount** \_\_\_\_\_

Completion Date

A. It's understood that the work together with alterations, if any, shall be completed by September 1, 2024 when entered into the Contract. Bidder must also agree to pay as liquidated damages, the sum of \$500.00 (Five Hundred Dollars) for each consecutive calendar day there after the work remains uncompleted. The Road Superintendent shall be notified in writing 10 working days prior to the commencement of the work.

BID FORM / UNIT PRICE  
Section 300

3.0 Commencement of Work

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

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which incorporated

\_\_\_\_\_  
Address of Corporate Headquarters - Zip Code

( ) \_\_\_\_\_  
Area Code Telephone Number

\_\_\_\_\_  
Signature of Officer

Signature of an officer authorized to make this agreement binding. If other than a President or vice-president, a copy of the resolution giving authorization from the Board of Directors is required.

\_\_\_\_\_  
Officer's printed Name and Corporate Office

\_\_\_\_\_  
Business Address Zip Code

( ) \_\_\_\_\_  
Area Code Telephone Number

BID FORM / UNIT PRICE  
Section 300

A. If the Bidder is a Partnership, fill in the following blanks.

\_\_\_\_\_  
Name of Partnership

List names of each partner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of partners required to bind the partnership:

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_

Business Address - Zip Code

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

Area Code Telephone Number

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

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_

Business Address - Zip Code

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

Area Code Telephone Number



**OWNER-CONTRACTOR AGREEMENT**

1.1 AGREEMENT

A. Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2024.

B. By and between the Owners:

Madison Township Board of Trustees  
817 Expressway Drive  
Mansfield, Ohio 44905

And the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.2 ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents, as prepared by the Madison Township Trustee, Addendum No. \_\_\_\_ to \_\_\_\_, and all Change Orders accepted after execution of this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Terms used in this Agreement, which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

1.3 ARTICLE 2 – THE PROJECT

A. The Contractor shall perform all work and supply all materials required by the Contract Documents.

1.4 ARTICLE 3 – CONTRACT SUM

A. The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents.

00500-1

2024 Resurfacing

## **OWNER-CONTRACTOR AGREEMENT**

B. The Contract Sum is determined as follows:

1. Actual quantities of work complete and accepted based on the schedule of values provided by the Contractor and approved by the owner

### 1.5 ARTICLE 4 – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A. The Contractor shall begin work as soon as possible after execution of this Agreement, or on the agreed starting date, whichever is later and without further notice shall prosecute the Work diligently so as to assure Substantial Completion of the Work by Sept. 1, 2024. The provisions relating to the time of performance and completion of the Work included in this Contract are of essence of this Contract.

### 1.6 ARTICLE 5 – CONTRACT DOCUMENTS

- A. The Contract Documents include all items listed in the Table of Contents, the General Conditions, and the Supplemental General Conditions.
- B. The Contract Documents shall become a part of this agreement.

1.7 IN WITNESS WHEREOF

A. The parties hereto have affixed their signatures the day and year above mentioned.

ATTEST:

Madison Township Board of Trustees

\_\_\_\_\_  
Fiscal Officer of the Board

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

ATTEST:

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_  
Name Title

And \_\_\_\_\_  
Name Title

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

I hereby certify that funds are available for this project.

\_\_\_\_\_  
Leanna Rhodes Fiscal Officer

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

---

(Name and Address)

as Principal and \_\_\_\_\_ as Sureties, are hereby held and firmly bound unto MADISON TOWNSHIP; Richland County, Ohio in the penal sum of \_\_\_\_\_dollars (\$ \_\_\_\_\_), of the bid submitted by the principal to the obligee on \_\_\_\_\_ to undertake the project known as the MADISON TOWNSHIP 2024 RESURFACING. The penal sum referred to herein shall be the dollar \$ \_\_\_\_\_ of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \$ \_\_\_\_\_ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blanks are filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for \_\_\_\_\_.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_ \_.

NOW, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed the ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed the ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

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 anywise affect the obligations of said surety on its bond.

The surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

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

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

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

OHIO REVISED CODE SECTION 9.32 REQUIRES AWARDED AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AGENT.

SURETY COMPANY ADDRESS

SURETY AGENT'S ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID AND PERFORMANCE-PAYMENT BOND**

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_ as Sureties, are hereby held and firmly bound unto Madison Township; Richland County, Ohio in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), of the bid submitted by the principal to the obligee on \_\_\_\_\_ to undertake the project known as the MADISON TOWNSHIP 2024 RESURFACING. The penal sum referred to herein shall be the dollar \$ \_\_\_\_\_ of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ \$ \_\_\_\_\_ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blanks are filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for \_\_\_\_\_ Signed this \_\_ day of \_\_\_\_\_, 20\_\_.

NOW, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed the ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed the ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

NOW ALSO, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that the undertaking shall be for the benefit of any materialman 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 the obligation as herein stated.

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 anywise affect the obligations of said surety on its bond.

The surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

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

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

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

OHIO REVISED CODE; SECTION 9.32 REQUIRES AWARDED AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AGENT.

SURETY COMPANY ADDRESS

SURETY AGENT'S ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE BOND**  
Ohio Revised Code Section 153.57

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_ as principal, and \_\_\_\_\_ as sureties are held and firmly bound unto Madison Township; Richland County, Ohio in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT,**

WHEREAS, said principal has heretofore filed with Madison Township; Richland County a written bid or proposal for the construction and completion of the Madison Township 2024 Resurfacing and WHEREAS, Said Board of Trustees has accepted said bid or proposal and has awarded to said principal the contract for the construction and completion of the aforesaid work:

Now, if the said principal shall well, truly and faithfully comply with and perform each and all of the terms, and conditions of such contract of his (its) part to be kept and performed, according to the tenor thereof, and within the time prescribed, and will perform the work embraced therein upon the terms proposed, and within the time prescribed and in accordance with the plans, specifications and estimates furnished therefore, to which reference is here made, the same being a part hereof, as if fully incorporated herein, and will indemnify the State, County and Township, against any damage that may result by reason of the negligence of the contractor in mankind said improvement or doing said work, and shall pay all lawful claims of subcontractors, material men and laborers for labor performed and materials furnished in carrying forward, performing or completing said contract, said principal and sureties agreeing and assenting that his undertaking shall be for the benefit of any man 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 or all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said sureties hereby stipulate and agree that any failure to complete work at the time named in the contract, or extensions of time for completion, or modifications, omissions or additions in or to the terms of said contract, or in or to the plans, specifications and estimates, shall not in any way effect the obligations of said sureties on their bond.

The surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code, Section 3929.02.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

In the presents of \_\_\_\_\_  
Principal

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

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

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

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

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

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

Attach corporate seal of principal if corporation.

Attach corporate seal of surety if company signing.

NON-COLLUSION AFFIDAVIT

COUNTY OF \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ ) SS.

\_\_\_\_\_, being first sworn, says that he is \_\_\_\_\_ of  
(Name of individual) (Title-owner, partner, president, secretary)

\_\_\_\_\_, submitting the foregoing bid for  
(Name of organization)

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

(Affiant)  
Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Notary Public)  
County of \_\_\_\_\_, State of \_\_\_\_\_

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





AFFIRMATIVE ACTION CERTIFICATE FOR

EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that \_\_\_\_\_  
(Name of Bidder)

has executed a written Equal Employment Opportunity Affirmative Action Program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Madison Township Board of Trustees.

If \_\_\_\_\_ is found to have the lowest and best  
(Name and Title)  
bid, we understand that under the provisions of the resultant contract what we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

\_\_\_\_\_  
(Name and Title) Authorized

official of \_\_\_\_\_ is  
(Name of Bidder)

responsible for the implementation of this contractual obligation.

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

This certification becomes part of the resultant contract.

THIS CERTIFICATION MUST BE COMPLETED AND RETURNED WITH THE BID;  
IF NOT, THE BID WILL BE DECLARED NON-RESPONSIVE.

**CERTIFICATION OF**  
**CONTRACTOR COMPLIANCE**

This is to certify that:

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(Contractor)

has implemented a DOT Alcohol and Drug Testing Program in compliance with DOT Alcohol and Drug Rules; including all employees working as contract employees to:

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(Company)

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Print Name/Signature

Date

---

Title