PROPOSAL

TO

MIDDLETON TOWNSHIP TRUSTEES

WOOD COUNTY, OHIO

FOR

2025 RESURFACING PROJECT

Letting AUGUST 13, 2025 at 10:00 a.m.

Engineer's Estimate $664,400.00

Submitted By: _____

Address: _____

City: _____

State: _____ Zip Code _____

Phone Number: _____

Fax Number: _____

Email: _____

The undersigned has received the listed Addendums and acknowledges the additions to, deductions from, or changes, in the original drawings or specifications

Addendum Number _____ _____
Signature

Addendum Number _____ _____
Signature

Addendum Number _____ _____
Signature

NOTICE TO BIDDERS

Sealed proposals will be received at the office of the Middleton Township Trustees (located at 21745 North Dixie Highway, Bowling Green, OH) until 10:00 a.m. on August 13, 2025 for furnishing all labor, materials, and equipment necessary for **Middleton Township Resurfacing Project in Middleton Township, Wood County, Ohio.**

At said time and place, all bid proposals shall be publicly opened and read aloud.

The Notice to Bidders and all contract documents, bid sheets, plans, and specifications are available on the township website www.middletontownship.com. Questions can be directed to the Fiscal Officer at 419-352-1480 or email fiscalofficer@middletontownship.com.

All waste materials generated from this project must be taken to the Wood County Landfill for disposal.

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with O.R.C. §153.54. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Wood County as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

In accordance with the O.R.C. §2909.33, the successful bidder will be required to certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. The Terrorist Exclusion List may be found on the Ohio Homeland Security Web site at: http://www.homelandsecurity.ohio.gov/. Certification shall be made by completing a Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization Form.

The Middleton Township Trustees may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against Middleton Township. The Middleton Township Trustees reserve the right to waive any irregularities in the form of the bid that do not affect or destroy competitive bidding. In no case will an award be made until all necessary investigations are made as to the qualifications of the bidder to whom it is proposed to award the contract.

RESPECTFULLY SUBMITTED BY ORDER OF THE MIDDLETON TOWNSHIP TRUSTEES, WOOD COUNTY, OHIO.
Laurie L. Limes, Fiscal Officer
Trustees: Donald E. Cromley, Mike Moulton and Fred Vetter
TO NEWSPAPER July 26, 2025

MIDDLETON TOWNSHIP

INFORMATION FOR BIDDERS - ROAD CONSTRUCTION PROJECTS

1. DEFINITIONS

The words “Township” or “Owner” or other words of similar connotation shall be understood to mean Middleton Township Trustees, acting through its properly authorized agents.

The words “Engineer” or “Inspector” shall be understood to mean the County Engineer for Wood County, or his designated representative.

Whenever the words “directed”, “required”, “permitted”, “ordered”, “designated”, “approved”, “satisfactory”, “acceptable”, or similar words are used, they shall be understood to refer to the exercise of the authority or judgment vested in the Engineer.

2. SPECIFICATIONS

All work shall be performed in accordance with, and all materials shall comply with, the requirements of applicable sections of the current Edition of the Construction and Material Specifications of the Department of Highways of the State of Ohio, and with the contract drawings. Interpretation of Specifications shall be made by the Engineer, and his decision shall be final and binding. In the event of a conflict between the Specifications and the Drawings, the Drawings shall take precedence.

3. PREPARATION OF PROPOSAL

Each proposal shall be submitted on the form provided by the Township and shall be enclosed in a sealed envelope addressed to the Middleton Township Trustees, Middleton Township, of Wood County, Ohio, with the name and address of the bidder and identification of the contract plainly endorsed thereon.

The blank spaces in the proposal must be filled in correctly, where indicated, and written in ink or typed.

The bidder is required to fill in under “Unit Price,” a unit opposite each item for which there is a quantity given in the “Estimated Quantities” column. The gross sum of the totals in the “Total Bid” column shall equal the sum bid for the work.

The total given in the “total” column is only for the convenience of the Middleton Township Trustees in reading bids. The attention of the bidder is directed to the following stipulations:

The unit prices specified in the “Unit Price” column will govern the award of the contract. The contractor shall make the extensions in “Total Bid” column and also add up the totals. However, the unit prices specified, together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the bidder, the total shall be changed as only the unit prices shall govern.

4. BID GUARANTY

Each bid shall contain the name and address of every person or company interested therein, with their official status, and shall be accompanied by a “bid guaranty” in the form of either a “Bid Guaranty and Contract Bond” for the full amount of the bid; or by a certified check, cashier’s check or letter of credit equal to ten percent (10%) of the bid, drawn in favor of Middleton Township. The bid shall be signed, and if necessary, shall be accompanied by a Power of Attorney. Incorporated companies must furnish evidence by their Board of Directors that the person signing the Bid, Contract and Performance Bond has been duly authorized. The “Bid Guaranty” submitted with a bid will be held as a guaranty that if the bid be accepted, a contract will be entered into. No bidder may withdraw his bid for a period of 60 days.

5. **RETURN OF BID GUARANTY**

The bid guaranty from the unsuccessful bidders will be returned within three (3) days after the contract is executed.

6. **PERFORMANCE BOND**

The successful bidder will be required to provide a performance bond, if other than a "Bid Guaranty and Contract Bond" is provided, in an amount not less than 100% of the contract price in favor of Middleton Township, conditioned upon the faithful performance of the Contract, and completion within the time stipulated in the Contract.

The contractor shall guaranty that all materials and equipment furnished and work performed under this contract are free from all defects for a period of one (1) year from the date of Conditional Acceptance. The Performance Bond shall remain in full force and effect through the guaranty period and until all defects detected during the guaranty period have been corrected to the satisfaction of the Owner.

7. **REJECTION OF PROPOSAL**

The Middleton Township Trustees may reject any or all of the bids. The Middleton Township Trustees reserve the right to waive any irregularities in the form of the bid that does not affect nor destroy competitive bidding. In no case will an award be made until all necessary investigations are made as to the qualifications of the bidder to whom it is proposed to award the contract.

8. **EVIDENCE OF ABILITY**

Bidders to whom an award may be contemplated, upon request, shall submit to the Middleton Township Trustees a valid Certificate of Qualification from the State of Ohio, as required by Sections 5525.02 to 5525.09 of the Ohio Revised Code, for examination and verification. The Certificate will be returned. Failure to provide such a Certificate shall constitute grounds for rejection of the bid and forfeiture of the Bid Guaranty. In lieu of the Certificate of Qualification from the State of Ohio, a supplemental questionnaire furnished by the Wood County Engineer's Office, upon request, shall be submitted.

9. **EXAMINATION OF WORK**

Bidders must carefully examine the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and operating the necessary plant and for delivering and handling material for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the Contract, Plans and Specifications for the work. The Middleton Township Trustees will not be responsible in any manner for answers to any inquiries regarding the meaning of the drawings or specifications given prior to the awarding of the contract unless such answers are in writing and signed by the County Engineer. To ensure that adequate time is available to respond to all requests from bidders, inquiries must be in writing and must be received no later than the 7th day prior to the date of the bid opening.

Should any additional details be necessary for a clear and comprehensive understanding, or any error appear in the documents, it shall be the responsibility of the bidder to obtain clarification before submitting a proposal. Requests for such clarifications and questions shall be made in writing only, via email, fax or ground mail and sent to the following contact:

Josh Belknap/Wood County Engineer's Office
One Courthouse Square
Bowling Green, Ohio
419-354-9078
Fax: 419-354-1409
Email: jbelknap@woodcountyohio.gov

The Township will not be responsible in any manner for answers to any inquiries regarding the meaning of the drawings or specifications given prior to the awarding of the contract unless such answers are in writing and signed by the Engineer. **To ensure that adequate time is available to respond to all requests from bidders, only those written inquiries received by August 8, 2025 will receive a response.**

10. **LAWS AFFECTING PUBLIC WORK**

The attention of the bidder is called to the laws of the State of Ohio and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other State. Disposal of construction debris, earthen debris, excess asphalt or concrete, wood debris from clearing, excess fill material, and trash in wetlands, floodplains, or within 1,000 feet of state scenic rivers is prohibited.

11. **PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located and during the life of the contract, Bodily Injury and Property Damage Liability insurance under the Standard Comprehensive General/Automotive Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles to protect the Contractor and Owner against all claims.

Broad Form Property Damage Liability Insurance is to be provided.

Bodily Injury limits shall be for an amount of no less than $1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount of not less than $1,000,000.00 on the amount of any one occurrence.

Property Damage Liability Insurance shall be for an amount of not less than $500,000.00 per occurrence with General Liability extended to provide "Broad Form Property Damage Liability" and in an amount of not less than $1,000,000.00 aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than $1,000,000.00 single limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Contractor shall not begin any on-site work until a certificate of insurance has been submitted and approved.

12. **TESTING MATERIALS**

The bidder to whom this contract is awarded must pay for any testing of materials in accordance with the requirements of the specifications wherever such testing is called for, or as ordered by the Engineer.

13. **CONTRACT DOCUMENTS**

The Advertisement, the Information to Bidders, the Proposal, the Special Provisions, the Plans, the Specifications of the Ohio Department of Transportation, and the Contract shall in the aggregate constitute the Contract Documents and are complementary. What is called for in any one document shall be as binding as if called for by all. The contract prices bid in the Proposal shall be deemed to include all costs of whatever nature involved in the proper and complete execution of the work.

14. **RISK OF LOSS**

The Contractor shall retain title to and bear the risk of loss for damage or loss to the project until work is complete and the project is fully operational and accepted in writing by the Middleton Township Trustees.

15. **PRE-CONSTRUCTION MEETING**

The Contractor shall attend a pre-construction conference with the Wood County Engineer and his representatives. The Contractor shall submit his proposed work schedule, list of subcontractors and material suppliers, chain of command, and emergency contacts at this meeting.

The Engineer may conduct periodic progress meetings that the Contractor's Project Manager and other representatives will be required to attend, with the primary purpose to monitor progress and schedule compliance and to resolve construction issues.

16. **MATERIALS AND WORKMANSHIP**

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of materials. The Contractor shall furnish to the Engineer for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information.

If not specified in detail, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

When required by the specifications or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

Whenever, in these plans and specifications, there is called for a product of a specific manufacturer it is understood that such is merely descriptive of the minimum qualifications and not restrictive as to manufacturer. Substitutions of equivalent items may be made if approved by the Engineer, whose decision shall be final.

17. **INSPECTION**

The Contractor shall notify the Middleton Township Trustees and Wood County Engineer at least twenty-four (24) hours in advance of their initial on-site work date (72 hours if it is a Monday) and similarly for any work start-ups following a period of suspended work. This requirement is necessary for scheduling of Inspectors. Any failure by Contractor to provide the Inspector with the above notices may result in non-payment of work items performed without an Inspector present.

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted shall be done except in the presence of the Engineer or his assistants. No materials of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of his contract obligations.

18. **SEQUENCE AND PROGRESS OF WORK**

Before commencing work, the Contractor shall submit a schedule of contemplated progress of the work to the Engineer for approval and shall make such changes in the schedule as the Engineer may require for approval.

The Engineer shall have the power to direct the order and sequence of the work, which in general shall be to coordinate the construction of the several parts of the contract to a successful completion as rapidly as possible. If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase efficiency or to improve their character and the Contractor shall conform to such order, but the failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of work or the rate of progress specified.

19. **UTILITIES**

At least two (2) working days prior to commencing construction operations in an area which may involve underground facilities, the Contractor shall notify the Middleton Township Trustees and the Ohio Utilities Protection Service at 1-800-362-2764.

The owner of the underground utility facility shall, within forty-eight (48) hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, stake, mark or otherwise designate the location of the underground utility facilities in the construction area in such a manner as to indicate their course together with the approximate depth at which they were installed. The markings or locating shall be coordinated to stay approximately two (2) days ahead of the planned construction.

20. **WAGES AND WORKING HOURS**

Contractor shall abide by the latest edition of Prevailing Wage Rates, employment standards, occupational classifications, etc., as issued by the State of Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau, pursuant to ORC Section 4115. A copy of the Minimum Wage Rate Schedule as determined by the Department of Industrial Relations is appended hereto and make a part hereof. There shall be posted in a prominent and accessible place on the site of the work a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of each contract. Contractor's labor reports and rates must be submitted with each pay request. If your company does not have the current wage rates they can be obtained from the Ohio Department of Commerce Division of Labor and Worker Safety Wage & Hour Bureau web site.

21. **ESTIMATED QUANTITIES**

The Contractor agrees that the quantities of work as indicated on the plans, are only approximate, and that during the progress of the work, the Township may find it advisable, and shall have the right, to omit portions of the work, and to increase or decrease the quantities, and that the Township reserves the right to add or to take from any item as may be deemed necessary or desirable. The Contractor shall and will at no time make claims for anticipated profit or loss of profits, or damages of any kind because of any difference between the quantities of the various classes of work actually done or of the material actually furnished, and the said estimated quantities.

22. **MONTHLY ESTIMATES**

Partial payment shall not exceed 92% of the work done and/or materials furnished, until 50% of the contract is completed, as evidenced by payments in the amount of at least 50% of the contract. After 50% of the contract is completed, payment of the cost of labor shall be made at the rate of 100% of the estimates, no further funds being retained.

From the date the contract is 50% complete, all funds retained shall be deposited in an escrow account established and handled in accordance with requirements of Section 153.63 of the Revised Code of the State of Ohio. When the major portion of the contract is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainer, the retained percentage held in connection with such portion shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion.
Material delivered on the site of the Work, or a railroad station, siding, or other point in the vicinity of the work, or other approved storage site during the previous month shall be paid for at the rate of 92% of its value, as shown by manufacturer's invoices, with the amount not to exceed any applicable Bid price for the material, and provided that such material has been inspected and found to meet the Specifications, and, in addition, for material held at an "off-site" location, the Contractor furnishes the following information to the Engineer:

a. A list of the materials consigned to the Project, (which shall be clearly identified), giving the place of storage, together with copies of manufacturer's invoices.
b. Certification that all items have been tagged for delivery to the Project, that they will not be used for any other purpose, and that they will be fully protected during storage.
c. A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the facility.
d. Evidence of insurance covering the replacement value of the material in storage.
e. Evidence that representatives of the Engineer have visited the Contractor's place of storage and checked all items on the Contractor's certificate.

Bonding, profit, overhead and other markup costs shall not be included in any payment for material stored.

Material so paid for shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor shall be required to replace it at his own expense.

The balance of the invoiced value will be paid when such material is incorporated into and becomes a part of the contract.

23. **FINAL ESTIMATE**

The Engineer shall within 30 days after the completion of the work covered by this contract, and after he has satisfied himself by test, examination or otherwise that the work has been finally and fully completed in accordance with the contract and specifications make a final estimate of the work done under this contract and the value thereof. And the Township shall, within 30 days after such final estimate is made and certified, and upon completion of the work to the approval of the Engineer, pay the entire sum so found to be due hereunder, after deducting all amounts to be kept and retained under Section 31 "OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF." All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistakes, it is agreed that all estimates on the certificate of the Engineer, when approved by the Trustees, shall be conclusive of the work done and materials furnished.

Before the final payment is made, the Contractor must furnish an affidavit to the Township that all bills for labor and materials have been paid, and an affidavit to the Township stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

24. **EXTRA WORK**

The Contractor shall do any work and/or furnish any materials not herein provided for which, in the opinion of the Engineer, may be found necessary or desirable for the completion of the work. No extra work will be paid for or allowed unless the same was done upon written contract with the Middleton Township Trustees of Wood County, Ohio, and after all legal requirements have been complied with. The Contractor agrees that he will accept as full compensation for extra work, so ordered, an amount determined by one of the following methods.

1. Unit prices stated in the proposal, if applicable;
2. A price mutually agreed upon, in writing, by the Engineer and the Contractor; or
3. A sum equal to the actual net cost of materials and labor (including premium for Workers' Compensation Insurance) plus agreed rental for equipment necessary for the extra work, to the sum of which may be added fifteen percent (15%) as compensation for all other items of expense, including overhead, superintendence, use of small tools and other insurance.

The decision of the Engineer as to whether extra work has been performed shall be conclusive and binding upon both parties to the contract.

25. **TIME OF COMMENCEMENT AND COMPLETION**

The Contractor shall not commence work prior to the date of the signing of the Contract and the rate of progress shall be such that the whole work shall be completed in accordance with the contract and specifications by, **October 31, 2025** unless an extension of this time shall have been granted by the Middleton Township Trustees.

26. **LIQUIDATED DAMAGES**

The time of completion of the parts of the work is of the essence of the contract, and should the Contractor neglect, refuse or fail to complete the work to be done under the contract within the time herein agreed upon, after adding the extensions of time granted by the Township, then in that event the Township shall have and is hereby given the right to deduct and retain out of such moneys, which is then due, or which may become due and payable to the Contractor for the work to be done under this contract, the sum of Five Hundred Dollars ($500.00) per day for each and every day that the work is delayed in its completion beyond the specified time. Said sum per day for such delay, failure or non-completion shall be deemed, taken and treated as liquidated damages which the Township will suffer by reason of such default, (extra cost of engineering and inspection), and not by way of penalty.

27. **NO WAIVER OF RIGHTS**

Neither the inspection of the Engineer, Township or any of their employees, nor any order, measurement or certificate by the Engineer or Township, nor any order by the Township for the payment of money, nor any payment for, or acceptance of the whole or any part of the work by the Engineer or Township, nor any extension of time, nor any possession taken by the Township or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Township, or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative; this is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Township shall also be entitled as of right to writ of injunction against any breach of any of the provisions of the contract.

28. **FINAL PAYMENT TO RELEASE THE TOWNSHIP**

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Township of all claims and all liability, to the Contractor for all things done or performed for or relating to the work, and for every act and neglect of the Township and others relating to or arising out of the work, excepting only his claims, if any, for amounts withheld by the Township, upon final payment. No payment, however, final or otherwise shall operate to release the Contractor nor his Sureties for any obligation upon or under this contract or the Contractor's Bond.

29. **PROTECTION OF THE WORK**

The Contractor shall provide and maintain at all times such barricades, signs, fences, signal lights, or watchmen as may be required by the Engineer to properly protect the work, the public, and property from injury or damage.

The Township reserves the right to remedy any neglect on the part of the Contractor in the protection of the public at any time, and shall have the right to deduct the cost of such remedy from monies due the Contractor. The Engineer shall be the sole judge of the necessity for such action.

30. **DISCRIMINATION AND INTIMIDATION**

The prohibitions against discrimination and intimidation on account of race, creed, or color, and the provisions as to forfeitures to be applied in the event of violation of contract terms regarding same, as contained in O.R.C. §153.59 and 153.60, shall apply to this contract.
Text of the Code "Sections" cited above is as follows:
SECTION 153.59 – Discrimination and intimidation on account of race, creed, or color.

Every contract for or on behalf of the State, or any Township, County or Municipal Corporation thereof, for the construction, alternation, or repair of any public building or public work in the State shall contain provisions by which the Contractor agrees.

A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, sub-contractor, nor any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the State in the employment of labor or worker who is qualified and available to perform the work to which the employment relates;

B) That no contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

SECTION 153.60 – Forfeiture.

The contract referred to in O.R.C. §153.59 shall provide as forfeiture for any breach of provisions against discrimination:

A) That there shall be deducted from the amount payable to the contractor by the state or by any township, county, or municipal corporation thereof, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

B) That the contract shall be cancelled or terminated by the state of by any township, county, or municipal corporation thereof, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

31. **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

In addition to any other rights or options herein granted to or reserved by the Owner, the Owner may withhold from any payment otherwise due to the Contractor hereunder an amount or amounts sufficient to cover:

a. Just claims due and payable to any person for labor or materials furnished in and about the performance of the work on the project under this Contract,

b. The estimated cost of remedying, replacing or restoring any defective work or material performed or furnished in and about the project,
c. Past-due payments to any Sub-contractor, and
d. Accrued damages for delays if the Contractor refuses or fails to prosecute the work of this Contract.

The owner shall have the right to disburse such funds as have been withheld pursuant to the paragraph to the party or parties entitled thereto and will render to the Contractor a proper accounting hereof, but in so doing shall be liable to the Contractor only for gross negligence or willful misconduct in making such payment or disbursement of funds so withheld.

32. **RIGHT OF THE OWNER TO TERMINATE CONTRACT**

In the event of default in the performance of, or violation of, any of the terms and conditions of this contract by the Contractor or any Sub-contractor, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract with the reasons therefore. Unless within ten (10) calendar days after the service of such notice such default shall be fully cured and/or such violation discontinued and all damages by reason thereof paid or provisions made for the payment thereof to the satisfaction of the Owner, the Owner, at its option, may terminate this Contract by serving a written notice of such termination upon the Contractor and the Surety. In the event of such termination, the Surety shall have the right to take over and perform this Contract; provided, however, that if the Surety does not commence performance thereof within 15 calendar days after the service upon it of such notice of termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, for the account of and at the expense of the Contractor. In the event the Owner shall take over the work as aforesaid, the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and the Owner may take possession of, and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary or useful in connection therewith.

33. **PROPERTY TAX**

The successful bidder shall be required to execute an affidavit of contractor or supplier of non-delinquency of personal property taxes in accordance with Section 5719.042 of the Ohio Revised Code.

34. **CERTIFIED BITUMINOUS MATERIAL PRODUCERS**

Bituminous material producers shall be on the current "List of Certified Bituminous Material Producers" as compiled by the State of Ohio Department of Transportation.

AGREEMENT RELATIVE TO SEPARATE CONSIDERATION FOR INCORPORATION OF TANGIBLE PERSONAL PROPERTY:

The undersigned, a bidder on the above described project, hereby agrees that the contract which he is to enter into in the event his bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and he further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligation of such construction contract," and that such "incorporation" shall constitute a sale of such tangible personal property to the State of Ohio as provided in O.R.C. § 5739.01 et seq.

Be it further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the Middleton Township Trustees should award the contract to the undersigned that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws of the above described project, follows:

1.	CONSIDERATION FOR MATERIALS (Material incorporated into a structure or improvement on and becoming a part of real property)	$
2.	CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)	$
	TOTAL	$

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid, namely, that mistakes in addition or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.

PREQUALIFICATION:

The undersigned hereby certifies that this bidder is qualified to bid on this project as herein previously required.

Project: 2025 Resurfacing Project in Middleton Township

WRITTEN CONTRACT:

On acceptance of the proposal for said work _____(I/We),

do hereby bind _____, (myself/ourselves), this ____ day of _____, 2025, to enter into a written contract with the Middleton Township Trustees within ten days from date of notice of award.

If an individual, sign below:

_____ _____

(Name) (Post Office Address)

If an individual doing business under a trade name, sign below:

_____ _____

(Name) (Post Office Address)

_____ Sole Owner

By_____

If a partnership, sign below:

_____ _____

(Name of Partnership) (Post Office Address)

By _____

_____ _____

(Partner) (Post Office Address)

_____ _____

(Partner) (Post Office Address)

_____ _____

(Partner) (Post Office Address)

_____ _____

(Partner) (Post Office Address)

If a Corporation, sign below:

_____

(Name of Corporation)

Incorporated under the laws of the State of _____.

By _____ (Signature) _____ (Title)

NO FINDINGS FOR RECOVERY AFFIDAVIT

I _____, _____, _____
(Name) (Title) (Name of Company)

affirm that at the time that I submitted the bid for _____
(Bid Title)

to the Middleton Township Trustees on _____ that
(Date)

_____ has / has no unresolved findings for recovery from the
(Name of Company) (circle one)

State Auditor per Ohio Revised Code Section 9.24.

If there is unresolved finding for recovery from the State Auditor, complete the following section.

The amount of unresolved findings for recovery due the State Auditor is _____
(Amount)

and unpaid penalties and interest are _____.
(Amount)

_____
Signature

_____
Company

_____
Date

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

_____
(SEAL) Notary

My Commission Expires:

_____

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY PERSONAL PROPERTY TAXES

O.R.C. SECTION 5719.042

State of _____)
) SS:
County of _____)

To: Middleton Township Trustees

The undersigned, being first duly sworn, having been awarded a contract for the 2025 Resurfacing Project in Middleton Township hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

_____
Signature

_____
Company Name

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

_____
Notary Public

(Seal) My commission expires _____

Ohio Revised Code Section 5719.042 provides as follows:

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

BID FORM

2025 Resurfacing Project in Middleton Township

Board of Middleton Township Trustees
Middleton Township, Ohio

The undersigned, having full knowledge of the site, plans and specifications for the following improvements, and the conditions of this proposal, hereby agrees to furnish all services, labor, material and equipment necessary to complete the:

2025 Resurfacing Project in Middleton Township

according to the plans, specifications and completion dates and to accept the unit price specified below for each item as full compensation for the work in this proposal.

REF. NO.	ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE BID	TOTAL BID
		Pavement				
1	254	Pavement Planing (mill butt joints at ends and intersections)	14513	SY		
2	407	Non Tracking Tack Coat (0.08 gal / sq yd)	5,127	GAL		
3	411	Stabilized Crushed Aggregate (3" avg depth x 2' wide)	572	CY		
4	441	Asphalt Concrete Intermediate Course, Type 1, 449 (leveling with 1.25" min)	909	CY		
5	441	Asphalt Concrete Surface Course, Type 1, 448 (1.50" depth) PG64-22	1,578	CY		
		Pavement Markings				
6	642	Center Line, 4 inch, Type 1	3.18	MI		
7	642	Stop Line, Type 1	74	FT		
8	642	Railroad Symbol Marking, Type 1	2	EA		
		General				
9	614	Maintaining Traffic	1	LS		
10	624	Mobilization	1	LS		
TOTAL PRICE BID						

This page is part of the proposal of _____
(bidder)

Signed/Title_____

Date_____

BID GUARANTY AND CONTRACT BOND

2025 Resurfacing Project in Middleton Township

(O.R.C. §SECTION 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____

(Principal Name and Address)

as principal and

_____

(Name of Surety)

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

2025 Resurfacing Project in Middleton Township

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars ($ _____). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Township of Middleton, County of Wood, State of Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material 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 he liability for the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specification therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____ , 20____

PRINCIPAL:

_____

BY:_____ TITLE: _____

SURETY:

_____

BY: _____
Attorney-in-fact

SURETY COMPANY ADDRESS:

_____
Street

_____
City State Zip

SURETY AGENT'S ADDRESS:

_____
Agency Name

_____
Street

_____
City State Zip

AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR

PREVAILING WAGES

I, _____, _____, of the
(Name of person signing affidavit) (Title)

_____, do hereby certify that the wages paid to all
(Company Name)

employees for the full number of hours worked in connection with the Contract to the

Improvement, Repair and Construction of _____
(Project & Location)

during the following period from _____ to _____ is in

accordance with the prevailing wages prescribed by the contract documents.

I further certify that no rebates or deductions for any wages due any person have been directly or

indirectly made other than those provided by law.

_____
Signature of Officer or Agent

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

_____
Notary Public

This affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervised the payment of employees, before the Owner will release the surety and/or make final payment due under the terms of the Contract.

A F F I D A V I T

We, _____,
the Contractor, on _____
project hereby certify that all bills for materials and labor incurred to date in connection with the above-mentioned project have been paid or will be paid from the funds to be received on this estimate of payment dated _____.

_____
CONTRACTOR

BY _____

_____
TITLE

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

_____
NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,)

SS:

COUNTY OF WOOD,)

_____ being first duly sworn, deposed and says that he/she is

the _____ or authorized representative of _____ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the Township of Middleton or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

_____

Affiant Signature and Title

Sworn to before me and subscribed in my presence this _____ day of _____, 20___.

_____

Notary Public

(Seal)

My commission expires

_____