

LEGAL NOTICE  
AUSTINTOWN TOWNSHIP, OHIO  
2009 ANNUAL ROAD RESURFACING

The Board of Trustees of Austintown Township will receive sealed bids for the above-mentioned project until **4 P.M. June 22, 2009** at the Austintown Township Administrative Building, 82 Ohltown Road, Austintown, Ohio 44515 and all bids will be publicly opened and read aloud at **6 P.M. June 22, 2009** at the Austintown Township Administrative Building, 82 Ohltown Road, Austintown, Ohio 44515.

The work to be performed under this contract is Approximately THREE THOUSAND (3,000) CUBIC YARDS OF ASPHALTIC CONCRETE -IN PLACE.

THE SUCCESSFUL BIDDER SHALL FURNISH ALL MATERIALS, INCLUDING ROTO-MILL OR GRINDER, TACK COAT AND TRUCK TIME.

A copy of Specifications, along with Proposal pages, may be obtained at the office of the Board of Trustees of Austintown Township, 82 Ohltown Road, Austintown, Ohio, 44515 or at **[www.austintowntwp.com](http://www.austintowntwp.com)**.

Bids must be accompanied by a bid guaranty pursuant to Ohio Revised Code 153.54.

Austintown Township reserves the right to reject any or all bids and waive any informalities in bidding.

CLEARLY INDICATE RESURFACING BID ON THE OUTSIDE OF THE SEALED ENVELOPE.

BY ORDER OF THE BOARD OF TRUSTEES  
OF AUSTINTOWN TOWNSHIP

MICHAEL J. KURISH, FISCAL OFFICER

TO THE EDITOR: PLEASE PUBLISH THE FOREGOING ON FRIDAY JUNE 12, 2009 AND ON MONDAY, **June 15, 2009** AND SEND TWO (2) PROOFS OF PUBLICATION TO MICHAEL J. KURISH, FISCAL OFFICER, 82 OHLTOWN ROAD, AUSTINTOWN, OHIO 44515.

## INSTRUCTIONS TO BIDDERS

### PREPARATION OF PROPOSALS

Proposals must be submitted on the prescribed form and not detached from the contract documents. These documents must be returned intact or bid will be termed irregular. Each bidder must furnish in his proposals a summary of the information relative to the facilities, abilities and financial resources available for the fulfillment of the contract.

All bids must be submitted in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the contact for which the bid is submitted. Bid deposits and surety bid letters accompanying bids shall be sealed in bid envelopes.

Before award is made to a bidder not a resident of the State of Ohio, such bidder shall designate a proper agent in the State of Ohio on whom service of process can be made in the event of litigation.

### SIGNATURE OF BIDDERS

The Firm, Corporate or Individual name of the bidder must be signed in ink in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated and such office must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as" or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

### BIDDER'S AFFIDAVIT

Each Bidder is required to duly execute the affidavit at the end of the proposal stating that all statements and declarations made in the proposal are true to the best of his knowledge and belief.

### BID GUARANTY

Bids must be accompanied by a bid guaranty pursuant to Ohio Revised Code 153.54 and payment shall be included with the various bid items and no separate payment will be made.

### DISPOSITION OF BID GUARANTY

Bid guaranties filed shall be returned to all unsuccessful bidders pursuant to Ohio Revised Code 153.54.

### WITHDRAWAL OF PROPOSAL

No proposal may be withdrawn after it has been deposited with the

Board of Austintown Township Trustees. No bidder may withdraw his proposal for a period of forty (40) days after the opening of the bids.

#### COMPETENCY OF BIDDERS

The Township may make such investigation as it deems necessary to determine the ability and competency of the bidder to perform the work. Upon request, the bidder shall furnish evidence satisfactory to the Township that he has necessary facilities, ability and financial resources, to fulfill the conditions of the contract and Specifications.

The Township reserves the right to reject any bid received if an investigation fails to satisfy the Township bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified.

#### RIGHT TO ACCEPT OR REJECT PROPOSALS

The Township may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Township reserves the right to reject any or all bids received and to accept any bid which is deemed most favorable.

#### NON-COLLUSION AFFIDAVIT

The bidder shall be required to submit a non-collusion affidavit in the form included in the proposal herein. This affidavit shall be dated and executed before the opening of bids and accompany the proposal.

#### EXECUTION OF CONTRACT

The bidder to whom the contract is awarded will be required to execute a written contract with approved sureties within fifteen (15) days from the date of the service of the notice to that effect. In case he shall fail to do so, the Bid Deposit accompanying his proposal shall thereupon be forfeited to the amount thereof retained by the Township as liquidated damages for any expense of delay which may be incurred in making another letter for the materials and to indemnify said Township for any loss which it may sustain, by failure of the bidder to execute the contract and furnish bond as aforesaid and the proposal may be readvertised or let as the Township may determine.

#### CONTRACT BOND

If the successful bidder has provided a certified check, cashier's check, or letter of credit pursuant to Chapters 1305. and 153.54 of the Ohio Revised Code equal to ten per cent of the bid, such successful bidder shall at the execution of the contract furnish a bond for the amount of the contract pursuant to Revised Code 153.54.

Agents of bonding companies which write bonds for the performance of the contract shall furnish power of attorney, bearing the seal of the company evidencing such agent's authority to execute the particular type of bond to be furnished and evidencing also the right to the surety company to each contract.

The bond shall be purchased through a surety company having a local agent upon whom service of process can be made.

#### PERFORMANCE BOND

If any time after execution and approval of this contract and the performance bond required by the contract documents, the Township shall deem any of the sureties upon such bond to be unsatisfactory, or if for any reason such bond shall cease to be adequate security for the Township, the successful bidder shall within fifteen (15) days after written notice of Austintown Township to do so, furnish a new or additional bond in such form, sum and signed by such sureties as shall be satisfactory to the Township. No further payment shall be deemed due nor shall any further payment be made to the material suppliers unless and until such new or additional bond shall be furnished and approved. The premium on such bonds shall be paid by the material supplier.

#### DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

When the township accepts a bid but the bidder fails or refuses to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material within ten days after the awarding of the contract, the bidder and the surety on any bond, are liable to the extent stated in Revised Code 153.54. In the event the township then awards the bid to such next lowest bidder and such next lowest bidder also fails or refuses to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material within ten days after the awarding of the contract, the liability of such next lowest bidder and surety on any bond is to the extent stated in Revised Code 153.54. Liability on account of an award to any lowest bidder beyond the second lowest bidder shall be determined in like manner.

In the event the township resubmits the project for bidding, each bidder whose bid was accepted but who failed or refused to enter into a proper contract, is liable for an equal share of a penal sum of those costs stated in Revised Code 153.54.

#### WATER SUPPLY

All water for construction purposes, as well as the expense of having water transported about the work, must be provided by the Contractor and the cost of his work shall be included in the unit or lump sum prices stipulated for the various items of the work to be done under

this contract. In case the Contractor desire to obtain water from fire hydrants located along the site of the work or from main constructed under this contract and properly connected to the public water supply system, he may obtain such water, but subject to all established charges and regulations. The source, quality and quantity of water furnished shall at all times be satisfactory to the Inspector.

#### CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for consideration set forth in his bid. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of the Township or any other Contractor, or infringe on the rights, safety and convenience of the Public.

#### EXAMINATION OF SITE

Each bidder shall and is hereby directed to inspect the entire site of the proposed work and judge for himself as to all the circumstances affecting the cost and progress of work and shall assume all patent and latent risks in connection therewith.

#### OTHER CONTRACTS

Bidders are advised that work other than the herein contract may be in progress at the site of this construction work during the performance of the work herein. Accordingly, bidders are warned that use of the site must be such as to avoid interferences.

#### APPROXIMATE QUANTITIES FOR COMPARING PROPOSALS

The **quantities of work** as given for each item in the Proposal are **approximate** and are given only as uniform basis for comparison of proposals. They are not guaranteed to be accurate statement of estimates of quantities or work that are to be performed under the contract and any departure there from will not be accepted as valid grounds for any claim for damages or loss of profits.

#### INFORMATION TO BE FURNISHED

In considering bids for this work, particular attention will be given to the method of construction which the bidder plans to follow; the availability of experienced and skilled men which he plans to use in the performance of the work; the types of equipment and materials he plans to install; and he shall prepare and furnish this information in writing at the Township's request.

Furthermore, the bidder must, prior to the award of the contract, be prepared to discuss in detail, all matters relating to these special features of the work with the end in view that the Township may obtain high grade workmanship and proper performance of the Contract.

#### PROGRESS SCHEDULE

Within ten (10) days after the award of the contract to him, the contractor shall submit a proposed program of operation, showing clearly how that he proposed to conduct the work so as to bring about the completion of his work in the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his work will sufficiently advanced to permit the installation of the work under other contracts. The work under this contract shall be so scheduled that as streets are completed they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Road Superintendent.

#### TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within forty-five days. Bidder must agree to pay as liquidated damages the sum of **Three Hundred Dollars (\$300.00)** for each consecutive calendar day thereafter, PLUS COSTS FOR A PROJECT INSPECTOR, for each consecutive calendar day thereafter. Said cost to be deducted from the contract amount prior to the issuing of a Final Payment.

#### INDEMNITY

The Contractor agrees to hold the Township harmless and indemnify the township, its elected officials and employees from all liability arising out of the Contractor's work.

#### WARRANTY

If within one year from the date of Certificate of Acceptance of the work (unless a machinery and/or material guarantee or a manufactures specification provides for an extended period of time) any materials or workmanship furnished hereunder may be discovered to be defective by the Township on Review and Reinspection. The Contractor upon receipt of written Notice from the Township, shall promptly replace or remedy any defects to the Township's satisfaction and as described in the Specifications, without any cost to the Township. This obligation shall survive termination of the contract.

#### REOUINED INSURANCE

In accordance with the specification, the contractor, without restricting the obligations and liabilities assumed under the Contract

Document, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, Comprehensive Commercial General Liability, including Premises-Operations; Contractual Liability; Products Liability and Completed Operation; and Broad Form Property Damage, with limits of at least One Million Dollars and any additional forms of insurance coverage listed in Insurance Requirement at the end of this section.

#### INSURANCE REOUIREMENTS

The Contractor's insurance coverage shall be primary insurance for the Township, its elected officials and employees and that insurance maintained by the Township, its elected officials and employees shall be in excess to the Contractor's insurance and shall not contribute to it.

Policies certificated in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Township before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damage (Item C) shall at this time be delivered to the Township for its possession.

All policies shall be endorsed to add the Township of Austintown as an additional named insured as respects this contract and this job. The Township will accept an Owner's Protective Insurance Policy in lieu of being added as an additional named insured. All policies as hereinafter required shall be so written that the Township will be notified of cancellation, non-renewal, or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's Liability Insurance as required or specified by State Law.

Item B -Contractor's Direct Bodily Injury Liability Insurance.

Item C- Contractor's Primary Property Damage Liability Insurance.

Item D -Contractor's Primary Bodily Injury Liability Insurance.

Item E -Contractor's Protective Damage Liability Insurance.

Item F -Owner's Protective Bodily Injury Liability Insurance, naming the owner as insured.

Item G -Owner's Protective Property Damage Liability Insurance, naming owner as insured.

Item H -Bodily Injury Liability Insurance covering motor vehicles either owned by the contractor or being used in connection with the prosecution of the work embraced under this contract.

Item I -Property Damage Liability Insurance covering motor vehicles either owned by the contractor or being used in connection with the prosecution of the work embraced under this contract.

Item J -Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights of way may be affected by the work to be done under this contract, in such, amounts and in such forms as each utility company may require.

Item K - Contractor's insurance agent shall provide the Township of Austintown with Agent's Error's and Omissions Certificate in the minimum amount of One Million Dollars (\$1,000,000.00)

INSURANCE REOUIREMENTS

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H and I shall be provided by or on behalf of the sub-contractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in the amount and form as each railroad or utility company may require.

The required extent and limits of the types if insurance required from the Contractor for this Contract, are as follows and as designated in the column marked "required".

The Township of Austintown reserves the right to increase or decrease the limits of insurance coverage as the Township deems appropriate.

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Item	Each Person	Each Accident	Per Occurrence	Required
A	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	YES
B	1,000,000	XXXXXXXXXX	1,000,000	YES

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C	XXXXXXXXXX	1,000,000	1,000,000	YES
D	1,000,000	XXXXXXXXXX	1,000,000	YES
E	XXXXXXXXXX	1,000,000	1,000,000	YES
F	1,000,000	XXXXXXXXXXXXXX	XXXXXXXXXX	YES
G	XXXXXXXXXXXXXX	1,000,000	1,000,000	YES
H	1,000,000	XXXXXXXXXXXXXX	1,000,000	YES
I	XXXXXXXXXXXXXX	1,000,000	1,000,000	YES
J	AS REQUIRED BY RAILROAD			
K	AGENTS ERRORS AND OMISSIONS		1,000,000	YES
L	TOWNSHIP OF AUSTINTOWN WILL ACCEPT A.C.S.L. (COMBINED SINGLE LIMIT) OF 1,000,000 FOR ITEMS B, C, D, E, F, G, H, I			

II INSURANCE REOUIREMENTS

The following special hazards shall be included in the above stated insurance coverage.

- (a) Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage to:

Explosion & Blasting

			NO Required
Each Person	Each Accident	Per Occurrence	
Collapse or Injury to Structures	\$1,000,000 Each Accident	\$1,000,000 Per Occurrence	YES Required

Damage to Underground Structures or Conduits

\$1,000,000	\$1,000,000	YES
Each	Per	Required
Accident	Occurrence	

(b) All Bodily Injury Coverages (Items B, C, F and H) shall be broadened by the inclusion of the term "occurrence" in lieu of "caused accident".

(c) BUILDER'S RISK INSURANCE

The contractor shall maintain insurance to protect himself and/or the Township of Austintown from loss incurred by fire, lightning, extend-coverage hazards, vandalism, theft, explosion and malicious mischief, in the full amount of the Contract and such insurance shall cover all labor and materials connected with the Work including materials delivered to the site but not yet installed.

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

WE, \_\_\_\_\_  
 (NAME OF INSURANCE AGENT AND INSURANCE COMPANY)

DO HEREBY ACKNOWLEDGE THAT \_\_\_\_\_  
 (NAME OF PRINCIPAL OR CORPORATION)

WILL MEET THE NECESSARY INSURANCE REQUIREMENTS IN THE AMOUNTS AS SET FORTH IN THESE CONTRACT DOCUMENTS AND SPECIFICATIONS.

SIGNATURE OF AGENT \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

FILL IN AND RETURN WITH BID.

REQUIREMENTS/AGREEMENTS

The undersigned hereby agrees to complete all of the work shown or specified within the following number of calendar days from the date of notice to begin work and he further agrees that the Township may retain from the monies that are or which may become due the amount stipulated below for each and every day (Sundays and Legal Holidays excepted), the completion of work may be delayed beyond the time stipulated and such amount so be retained is hereby agreed to the

liquidated damages accruing to the Township incident to such delay.

This project is to be completed in Forty-Five (45) calendar days, at **Three Hundred (300.00)** dollars per day as liquidated damages, plus all cost for a Resident Project Inspector for each consecutive calendar day thereafter. Said cost to be deducted from the contract amount prior to the issuing of a Final Payment.

There is enclosed herewith a Proposal Guaranty and Performance/Payment Bond to be duly executed by an approved surety company, licensed to conduct business in the State of Ohio. The said proposal guarantee, shall be equal to and not less than ten percent (10%) of the estimated total bid and it is understood and agreed upon awarding of contract that said proposal guarantee shall convert into a one hundred percent (100%) Performance/Payment bond and shall be subject to the terms and conditions stipulated in these Contract Documents.

Name and business address of bidder to which all formal notices shall be sent:

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The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: (Write Name in Full)

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The bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

\_\_\_\_\_  
NAME STATE DATE OF INCORPORATION

The undersigned states that he is a citizen of the United States and that all partners, associates or principals interested herein are citizens of the United States, except:

(Give full names and addresses):

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The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the contract if such is awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant equipment:

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ABILITY: That he or they have performed the following work: (Give location, kind, size or cost and reference to name and address of client or engineer).

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FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address).

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Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the Township officials concerning his ability to successfully perform the work in a satisfactory manner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
FIRM NAME

BY: \_\_\_\_\_  
(Signature of Individual, Partner,

or Officer signing the Proposal)

(Seal required if Bidder is a corporation)

\_\_\_\_\_  
TITLE

If a partnership or corporation, give the name of all partners, or all officers of the Corporation with the address of each.

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

If a Partnership, sign below

\_\_\_\_\_  
NAME OF PARTNERSHIP

\_\_\_\_\_  
POST OFFICE ADDRESS

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
POST OFFICE ADDRESS

If a Corporation, sign below:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
POST OFFICE ADDRESS

Incorporated under the laws of the State of \_\_\_\_\_,  
20 \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
TITLE OF OFFICER SIGNING

HOLD HARMLESS/AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

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

AS PRINCIPAL, SHALL INDEMNIFY AND HOLD HARMLESS THE TOWNSHIP OF

AUSTINTOWN, ITS ELECTED OFFICIALS AND EMPLOYEES FROM ALL LIABILITY ARISING OUT OF THE CONTRACT AND FROM ALL SUITS AND ACTIONS OF EVERY NAME AND DESCRIPTION BROUGHT AGAINST THE SAID TOWNSHIP, FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGE TO PERSON OR PROPERTY ARISING FROM OR GROWING OUT OF THE CONSTRUCTION OF THE WORK IN SAID AGREEMENT, SPECIFIED TO BE DONE, OR THE DOING OF THE WORK THEREIN DESCRIBED EXCEPT THAT ARISING OUT OF THE SOLE NEGLIGENCE OF THE TOWNSHIP, ITS ELECTED OFFICIALS OR EMPLOYEES.

WITNESS OUR SIGNATURE(S) FOR ABOVE AGREEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

SIGNED IN PRESENCE OF:

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

FILL IN RETURN WITH BID.

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that he is \_\_\_\_\_

\_\_\_\_\_ (President, Secretary, etc.)

of \_\_\_\_\_ the party who made the foregoing proposal or bid that was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such person should refrain from bidding or submit a sham bid and did not in any manner, directly or indirectly seek by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix overhead, profit or cost element of said bid price or of that of any other bidder, or to secure any advantage against the Township of Austintown or any person interested in the proposed contract; and that all statements contained in such Proposal or bid are true and further, that such bidder did not directly or indirectly submit this bid or the contents

thereof, or divulge information or data relative thereof to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

IN AND FOR \_\_\_\_\_, COUNTY, \_\_\_\_\_

MY COMMISSION EXPIRES, \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

PERSONAL PROPERTY AFFIDAVIT  
(ORC #5719.042)

STATE OF OHIO )  
COUNTY OF MAHONING )

TO: THE FISCAL OFFICER OF AUSTINTOWN TOWNSHIP, MAHONING COUNTY, OHIO:

\_\_\_\_\_ being first duly sworn, deposes and says as follows:

1. Affiant is \_\_\_\_\_ of \_\_\_\_\_, the business entity that has submitted to the Austintown Township Trustees a bid for \_\_\_\_\_.

2. That, at the time that the aforesaid bid was submitted, said business entity:

PLEASE CHECK EITHER A or B

\_\_\_\_\_ A. Was charged with delinquent personal property taxes on the general tax list of personal property of Mahoning County, Ohio in the amount of \_\_\_\_\_. Further, said business entity is charged with interest and penalties in the amount of \$ \_\_\_\_\_. If charged with delinquent property taxes, a copy of this affidavit must be transmitted by the Township Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

OR

\_\_\_\_\_ B. Was not charged with any delinquent personal property taxes on the general tax list of personal property of Mahoning County, Ohio.

Further Affiant sayeth not.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
PERSONAL PROPERTY TAX ACCT. #

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: THAT WE

\_\_\_\_\_ as principal and

\_\_\_\_\_ as sureties, are held and firmly bound unto the State of Ohio for the use of Austintown Township, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, said principal has heretofore filed with Austintown Township Trustees as a written proposal for

\_\_\_\_\_  
Whereas, said Austintown Township Trustees have accepted said bid or proposal and have awarded to said principal the contract for supplying the items named in said bid or proposal.

Now, if said principal shall well, truly and faithfully comply with and perform each and all the terms, covenants and conditions of such contract on \_\_\_\_\_ part to be kept, performed according to the terms thereof, and within the time prescribed, then obligation shall be void, otherwise the same shall 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 the terms of the contract at the time named in the contract, or extension of time, or modifications, omissions, or additions in or to the terms of said contract, or in or to the specifications, shall not in any way affect the obligations of said sureties or their bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ ,  
200\_\_\_\_.

IN PRESENCE OF:

\_\_\_\_\_  
PRINCIPAL OR OWNER

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

IN PRESENCE OF:

\_\_\_\_\_  
NAME OF SURETY

\_\_\_\_\_  
BY \_\_\_\_\_

We hereby approve and accept the foregoing bond and sureties here on

this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
AUSTINTOWN TOWNSHIP TRUSTEES

ATTEST:

\_\_\_\_\_  
FISCAL OFFICER

AGREEMENT

THIS AGREEMENT, made and executed at Austintown, Ohio this \_\_\_\_\_

day of \_\_\_\_\_, 2009, by and between the Township of Austintown, an unincorporated Political Subdivision situated in Mahoning County, State of Ohio, hereinafter called the "Township" and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a corporation, partnership, individual of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the Township for the price stipulated in the proposal herein contained or hereunto annexed and under the penalty expressed in a bond bearing even date with these presents and herein contained or hereunto annexed, to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and appliances and shall execute, construct and finish and test in an expeditious, substantial and workmanlike manner this contract commencing the work within Ten (10) days from the date of notice from the Road Superintendent to commence work and executing the same within the time and in the manner specified and in conformity with the requirements set forth in accordance with all Documents & Specifications herein contained in this Contract Book, all of which are as fully a part of this Contract or hereunto annexed and in accordance with the contract

drawings of said work on file in the office of the Township Fiscal Officer and all to the acceptance of the Township.

The Contractor shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the Inspector may direct. Further, he shall complete the whole of said work in accordance with the specifications and plans to the calendar days, and in default of completion within the time as fixed, the Contractor shall pay to the Township an amount equal to **(\$300.00) Three Hundred** Dollars for each and every day fixed in the manner as stipulated.

The Township will deduct from the payments due the Contractor the wages paid by the Township to any inspector or inspectors necessarily employed by it on the work for any number of days in excess of the number of calendar days allowed for the completion of work. The Township will not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work within the time aforesaid or from the damage to be paid in default thereof.

Name and address of each person or company interested in the contract:

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It is hereby mutually agreed that the Township is to pay and the Contractor is to receive the prices stipulated in the proposal herein contained or hereunto annexed, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respects completing the herein described work and appurtenances in the manner and under the terms and conditions of this contract; provided that any change in state or federal taxes may be compensated for as provided herein.

Subject to the applicable provisions of law, this contract shall be in full force and effect as a contract from and after the date when fully executed and approved counterpart hereof is delivered to the Contractor.

#### PAYMENT SCHEDULE

It is hereby understood and agreed that the following payment schedule be adhered to:

**50%** of the bid price shall be paid upon **completion of the work.**

**25%** of the bid price shall be paid on or before **December 15<sup>th</sup>** of the contract year.

**25%** of the bid price shall be paid on or before **April 1st**, of the next year following the contract year.

\_\_\_\_\_  
Contractor

Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties of the first part have executed this agreement in the day and the year above mentioned and the party of the second part has affixed their name.

APPROVED:

\_\_\_\_\_  
FISCAL OFFICER

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
TRUSTEE

CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

#### SUPPLEMENTAL SPECIFICATIONS

All contractors shall attach copy of ODOT pre-qualification letter for all work specified in these bid and contract documents. The Township may reject any bidder that fails to provide said proof.

Pavement Planing (ITEM 254) (Asphalt Concrete)

Contractor shall remove the wearing course to a depth of one and one-half (1 ½) inches below the gutter (and/or curb) unless otherwise directed by the Road Superintendent. Contractor shall also remove any existing Asphalt from Gutter. Contractor shall remove the wearing course to a depth of one and one-half (1 ½) inches below the Gutter (and/or curb) and feather to zero (0) inches at a distance of six feet (6) feet from the Gutter.

The Contractor shall ramp all castings and at the ends of the planing area with Asphalt concrete to provide a smooth transition.

Contractor is responsible for sweeping during and after pavement planning has been performed and for sweeping all roads to be resurfaced.

TACK COAT (ITEM 407)

A tack coat shall be applied to all of the existing pavements whether asphalt, brick or concrete. The rate of application shall be .075 gallon per square yard and it shall be done under the direction of the Inspector.

SPREADING AND FINISHING (ITEM 441.02)

All streets to be resurfaced shall consist of a 1 1/2" asphalt surface course unless otherwise ordered by the township. A tack coat shall be applied and one overlay of asphaltic concrete of sufficient thickness to result in a finished thickness of 1 1/2" after compaction unless the township approves a lesser thickness. All materials thus laid shall be paid for at the unit price bid per Cubic Yard of Item 448 - Asphalt concrete surface course, Type I, PG 64-22. All driveways and intersections shall be finished to conform to the finished grade according to the Inspector's satisfaction.

ROLLING AND COMPACTION

Rolling and compaction procedures shall meet the Specifications as outlined in ODOT 2008, Construction and Material Specifications, sections 401.13 and 401.16 respectively, except that finish rolling shall be with a pneumatic tire roller, Type II.

TYPE II PNEUMATIC TIRE ROLLER SPECIFICATIONS

Tire Size, Minimum	7.5 x 15 inch
Wheel Load, Minimum	2000 pounds
Average Tire Contact Pressure Minimum	55 pounds per square inch

Compaction shall be required to at least a mean 95% of Laboratory Density or as approved by the Inspector.

MAINTAINING TRAFFIC (ITEM 614)

The Contractor shall maintain and protect traffic and the work while the contract is in force and in accordance with Section 614 of the State of Ohio Specifications and which cost shall be included in the unit price bid per Lump Sum.

WORK SCHEDULE

The Contractor as part of the requirements of this contract shall submit to the Road Superintendent a detailed work schedule showing the proposed progression of work. The Road Superintendent shall reserve the right under this contract, if and when deemed necessary by him to cause certain streets, due to volume of traffic on the street and due to the inability to detour traffic, to be resurfaced during the night hours and/or Sundays. Any additional cost of expense incurred shall be included in the unit price bid for Item 614 Maintaining Traffic and shall not be construed to be additional costs to the Township of Austintown.

The quantities indicated in this proposal are approximate and the township may increase or decrease the actual quantities according to the unit price bid by the bidder in order to stay within the township's budget for this work. The quantities indicated herein are the Township's best estimate of the work under this contract including the approximate total length of road surface, gallons of Tack Coat, Asphalt Concrete Cubic Yards and square yards of milling or profiling.

Accompanying this proposal is a certified check or bid bond in the amount of \$ \_\_\_\_\_, representing 10% of the Bidder's total bid and payable to the Austintown Township Trustees, which it is agreed shall be retained as liquidated damages by the Austintown Township Trustees if the undersigned fails to execute the contract in conformance with the requirements of the contract documents and

furnish bond as specified in Ohio Revised Code 153.54.

In submitting this proposal, it is understood that the right is reserved by the Austintown Township Trustees to reject any or all bids.

PROPOSAL BID FORM  
STREET IMPROVEMENTS 2009  
AUSTINTOWN TOWNSHIP, MAHONING COUNTY, OHIO

ITEM	QUANT.	UNIT	DESCRIPTION	LABOR	MATERIAL	LABOR & MATERIAL	Total Bid
254	36,000	SQ YD	Pavement Planing				
407	5400	Gallons	Tack Coat				
448	3000	CU YD	Asphalt Concrete Surface Course, Type 1, PG64-22				
614	Lump		Maintaining Traffic				
624	Lump		Mobilization				

TOTAL ALL ITEMS \_\_\_\_\_

Bidder \_\_\_\_\_

Date \_\_\_\_\_

Austintown Township reserves the right to increase, decrease or omit any item that they deem advisable. Payments will be determined by measurements and computations of the actual amount of work performed as specified in this contract and the unit prices bid.

PREVAILING WAGE COMPLIANCE

The Contractor and his Subcontractors shall comply with the provisions of Chapter 4115, Revised Code of Ohio, during the entire time contract is in force. The Contractor's attention is particularly called to Section 4115.05, Revised Code, which provides for wages paid to be the prevailing rates in this County in the event of conflict in rates established by other governmental agencies. A list of these prevailing wage rates, as determined by the U. S. Department of Labor under the Davis-Bacon and related acts General Discussion No. OHO 1 0002 is attached to this proposal. The Contractor shall furnish to the Township a certified copy of the payroll covering the various classifications of employees used during the work by this Contract, or

shall furnish acceptable evidence that such minimum wages have been paid.

AFFIDAVIT OF COMPLIANCE  
PREVAILING WAGES

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

for all hours worked on the

\_\_\_\_\_  
(Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_  
(Project Dates)

are in compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

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