

2026 Mad River Township Resurfacing

MAD RIVER TOWNSHIP
CLARK COUNTY, OHIO

Contracting Authority:

MAD RIVER TOWNSHIP TRUSTEES

Robert W. McClure, III, President

Todd Pettit, Vice President

Jay Young, Member

David Rudy, Fiscal Officer

260 East Main Street

Enon, Ohio 45323

Prepared By:

Johnathan A. Burr, P.E., P.S.

Clark County Engineer

4075 Laybourne Road.

Springfield, Ohio 45505

(937) 521-1800 Telephone

(937) 328-2473 Fax

Bid Submittal – May 4, 2026 – 7:30 p.m.

Bid Opening – May 4, 2026 – 7:30 p.m.

MAD RIVER TOWNSHIP 2026 MAD RIVER TOWNSHIP RESURFACING

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**LEGAL NOTICE – INVITATION TO BID
CLARK COUNTY, OHIO**

Sealed bids will be received by the Board of Trustees of Mad River Township, Office of the Fiscal Officer, Mad River Township, 260 East Main Street, Enon, Ohio 45323, **UNTIL Monday, May 4, 2026, at 7:30 P.M.** for the **2026 MAD RIVER TOWNSHIP RESURFACING**, for the Mad River Township Trustees, pursuant to the bid specifications. **PLEASE NOTE: BIDS DELIVERED/ RECEIVED AFTER THE SUBMITTAL TIME (EXACTLY 7:30 P.M. ON THE TOWNSHIP CLOCK) WILL NOT BE ACCEPTED.** Plans, specifications, and bid documents can be viewed at the Township Office at 260 East Main Street, Enon, Ohio 45323. Bid sets must be obtained at the Office of the Clark County Engineer, 4075 Laybourne Road, Springfield, Ohio 45505, telephone (937) 521-1800. Specifications will also be on file in the plan rooms of McGraw-Hill Construction-Dodge as well as the Builder's Exchange of Dayton.

Each bid shall contain the full name and address of each person or company submitting the bid. All bids must be submitted to the Office of the Fiscal Officer, Mad River Township, 260 East Main Street, Enon, Ohio 45323 **no later than, May 4, 2026, at 7:30 P.M.** Bids will be opened by the Fiscal Officer in public session at approximately 8:30 a.m. in the Township Office, 260 East Main Street, Enon, Ohio 45323. Bids shall be clearly marked on the outside of the envelope in the lower left hand corner as **"2026 MAD RIVER TOWNSHIP RESURFACING"**. The name and address of the bidder must also appear on the outside of the envelope.

Bidders must be pre-qualified by the Ohio Department of Transportation and possess a current Certificate of Qualification for the applicable work classifications (**Work Types 9, 10, 13, 16, & 39**) being bid, even if these items will be sublet. Sub-contractors shall be pre-qualified for all applicable work types being sublet including, but not limited to the work types listed herein (**Work Types 9, 10, 13, 16, 39, & 45**). Work types are as listed in ODOT's Work Type Definitions. Conditional bids will not be accepted. Prime contractor must perform not less than 50% of the contracted work with their forces.

Each proposal shall contain the full name and address of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. **The Board of Trustees of Mad River Township intends and requires that this project be completed in 60 calendar days, but no later than October 31, 2026.** 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 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.

Each bid for the **2026 MAD RIVER TOWNSHIP RESURFACING** must be accompanied by a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be in the full amount of the bid. The bond must be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Bid security furnished in the form of a certified check or cashier's check, shall be equal to 10% of the bid. Checks should be made payable to the Board of Trustees of Mad River Township. **Failure to submit a proper Bid Guaranty will automatically invalidate the bid!**

Bidders must submit the following: Bid bond, Non-Discrimination Provision, Non-Collusion Bid Affidavit and Personal Property Tax Statement. The successful bidder must also submit a contract bond and meet the Trustee's insurance requirements (requirements are included in the bid package). **Please Note:** the Township is exempt from all Federal, State, Local and/or Excise Taxes.

Bidders must comply with State of Ohio Prevailing Wage rates on Public Improvements Projects in Clark County, Ohio as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration. Further details regarding these requirements are provided in the bid specifications. The Township reserves the right to reject any and all bids and to waive any defect in a bid, which does not materially alter the bid document.

This notice may be viewed on the Mad River Township website by going to

<http://www.madrivertownship.org/>

BY ORDER OF THE BOARD OF TRUSTEES OF MAD RIVER TOWNSHIP, CLARK COUNTY, OHIO.

DAVID RUDY, FISCAL OFFICER

PROJECT SPECIFICATIONS

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SCOPE of WORK

This is an Ohio Public Works Project for the purpose of constructing an asphalt overlay of Item 441 Asphalt Concrete Type 1 (448) PG 64-22, along with miscellaneous pavement planing and other paving incidentals in the Holiday Valley and Hunters Glen Subdivisions, on Wakefield, Jacobs, Kimmel, Danzig, Steeplechase, and Pheasant Hill Roads

SPECIFICATIONS

The State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2023, and the noted Standard Construction Drawings, and Proposal Notes shall govern this project unless otherwise directed by the Clark County Engineer. Copies of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2023, may be purchased by contacting the Ohio Department of Transportation, Office of Contracts, 1980 W. Broad Street, Mail Stop 4110, Columbus, Ohio 43223 or by telephone at (614) 466-3778 or 466-3779.

Within the State of Ohio, Department of Transportation, Construction and Material Specifications, wherever the word "State" occurs, it is to mean OWNER. Wherever the word "Department" occurs, it is to mean OWNER. OWNER is the Board of Trustees of Mad River Township. Wherever the words "Director", "Deputy Director" or "Engineer" occur, it is to mean CLARK COUNTY ENGINEER.

Bidders are responsible for inspecting the project locations, examination of the plans, specifications, supplemental specifications, proposal notes, plan insert sheets and standard drawings to satisfy themselves that the intent of the project can be achieved as set forth in the bid documents. Submission of a bid shall be considered evidence that the bidder has made such an examination and is satisfied as to the conditions, which may be encountered in the execution of work.

Quantities appearing in this document or in the summary are approximate only and are prepared as estimated for bid comparison. Payment to the contractor will be made for actual quantities of work performed and accepted, or materials furnished and accepted in accordance with the contract except for lump sum items within the unit price contract.

Asphalt Concrete Binder Price Adjustment – Due to the short duration of this project, the Township excludes the use of the binder price adjustment on this project.

Item 441- Asphalt Concrete Type 1, (448) PG 64-22 Medium

This item is generally described and includes all work required to provide an asphalt overlay of Item 448, Type 1 (Medium) for the purpose of surfacing existing roads, and/or leveling selected roads in both profile and cross section in advance of an additional surface course. All requirements under 401, 402 and 403 shall be applicable.

Section 403 which outlines the Contractor's requirements for controlling the asphalt concrete is further explained:

- The Contractor will be required to submit a pre-approved (ODOT) JMF or Data Sheet designed for Medium Truck Traffic, specific to the plant(s) that will be utilized in the production of materials specified.
- The documentation shall verify the sieve analysis and asphalt bitumen content. The mix design must be submitted and approved, prior to the work being performed.
- Any changes to the JMF after initial approval must be submitted in writing and approved, prior to altering the approved mix design.
- Samples and/or testing may be required by the Clark County Engineer. The Engineer reserves the right to sample and perform quality control in accordance with 403.05, 403.06 and 403.07.

MAINTENANCE OF TRAFFIC

The contractor shall maintain traffic for the duration of the project, including planing, paving and other construction operations. A minimum of one lane two direction traffic shall be maintained at all times, unless otherwise approved in writing by the Engineer. For further details concerning Maintenance of Traffic details, please refer to ODOT standard drawing MT 97.11.

https://www.dot.state.oh.us/SCDs/Traffic/MT-097.11_2017-01-20.pdf

BRIDGES - PAVING

There are no bridges on the roadways being paved.

PAVEMENT WIDTHS

Pavement widths shown in the plans are the average width for estimating purposes. Actual widths vary plus or minus one foot; it is the intent of the Engineer that the entire existing paved surface be re-surfaced without overlap onto the berm area and without excessive deviation from a uniformly straight edge line.

WORK ZONE PAVEMENT MARKINGS

Temporary centerline markings shall consist of Class I Markings on all surfaces exposed to traffic for more than 14 days. The centerline markings shall be full pattern and full rate meeting the requirements of 614.11 (F.) Class I Markings.

PAVING SCHEDULE

Work may be scheduled to coincide with the contractor's workflow, to allow some flexibility in completion of the contracted work items. However, it is required to commit crew scheduling which will allow for the completion of paving and roadway improvements within 60 days, according to the contract completion requirements.

ODOT SPECIFICATIONS

2023 ODOT CMS Specifications are hereby included by reference and available at:

https://www.dot.state.oh.us/Divisions/ConstructionMgt/Specification%20Files/2023_CMS_Final_to_Printer.pdf

SS 800, Revisions to the 2023 CMS – 4-21-2023

https://www.dot.state.oh.us/Divisions/ConstructionMgt/Specification%20Files/800_04212023_f_or_2023.pdf

Standard Construction Drawings

https://www.dot.state.oh.us/SCDs/Pavement/BP-3.1_2022-01-21.pdf

https://www.dot.state.oh.us/SCDs/Roadway/BP-4.1_2013-07-19.pdf

https://www.dot.state.oh.us/SCDs/Traffic/MT-097.11_2017-01-20.pdf

https://www.dot.state.oh.us/SCDs/Traffic/MT-099.20_2019-04-19.pdf

https://www.dot.state.oh.us/SCDs/Traffic/TC-71.10_2023-04-21.pdf

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

CONTRACT DOCUMENTS

Requirements for construction of this project are contained in the CONTRACT DOCUMENTS. The CONTRACT DOCUMENTS include the following:

- PLANS AND SPECIFICATIONS,
- LEGAL NOTICE - INVITATION TO BID,
- INFORMATION FOR BIDDERS,
- NON-COLLUSIVE BID AFFIDAVIT,
- BIDDER'S PERSONAL PROPERTY TAX STATEMENT,
- PROPOSAL FORM, AGREEMENT, NOTICE OF AWARD,
- NOTICE TO PROCEED, NOTICE OF COMMENCEMENT,
- CHANGE ORDER(S).

Also to be included as part of the CONTRACT DOCUMENTS are the required BID GUARANTY, CONTRACT BOND, and CERTIFICATES OF INSURANCE, as well as any ADDENDA that may be issued by the OWNER.

The BIDDER is required to carefully examine the site of the work, the PLANS AND SPECIFICATIONS and PROPOSAL FORM, and to read and acquaint himself with all CONTRACT DOCUMENTS. The BIDDER, in submitting a bid, warrants that he has investigated and is acquainted with the requirements of the CONTRACT DOCUMENTS and the conditions to be encountered in performing the work.

Any request for interpretation of the CONTRACT DOCUMENTS must be made in writing to the Mad River Township Trustees 260 East Main Street, Enon, Ohio 45323 or by email addressed to fiscalofficer@madrivertownship.org; and will be answered by issuance of an ADDENDUM that will be transmitted to each person receiving a set of CONTRACT DOCUMENTS. **Pre- bid questions and requests for information must be received no later than 3:30 p.m. on Monday, April 27, 2026.**

QUALIFICATION of BIDDERS

Bidders must be pre-qualified by the Ohio Department of Transportation and possess a current Certificate of Qualification for the applicable work classifications (**Work Types 9, 10, 13, 16, & 39**) being bid, even if these items will be sublet. Sub-contractors shall be pre-qualified for all applicable work types being sublet including, but not limited to the work types listed herein. (**Work Types 9, 10, 13, 16, 39 & 45**). Work types are as listed in ODOT's Work Type Definitions. Conditional bids will not be accepted.

Prime contractor must perform not less than 50% of the contracted work with their forces.

COMPLETING THE PROPOSAL FORM

All bids must be typed or written in ink on the PROPOSAL FORM contained herein. The BIDDER shall enter a unit price in the "Unit Price Bid" column then multiply the unit price bid times the quantity indicated for that "Reference No." and then enter the result in the "Total Amount Bid" column. The BIDDER is required to enter a lump sum bid in the "Total Amount Bid" column for each "Reference No." that indicates a lump sum bid. The BIDDER shall then add all figures in the "Total Amount Bid" column (exclusive of individual section subtotals) and enter the sum in the space provided for the "TOTAL AMOUNT OF THE BID". In the event of a conflict, the "Unit Price Bid" for the unit price or lump sum quantities shall govern.

Quantities listed in the PROPOSAL FORM are approximate and are to be used for comparison of bids and as the basis for computing the amounts of required bonds and guarantees. Scheduled quantities may be increased or decreased by a duly authorized CHANGE ORDER.

Failure of the BIDDER to enter a unit price or lump sum price for each item contained in the PROPOSAL FORM may cause the bid to be rejected.

The OWNER reserves the right to reject any and all bids and to waive any defect in a bid which does not materially alter the bid.

Each bid shall include the name and place of residence of the BIDDER and the names of all persons having an interest with the BIDDER. In the case of a corporation, only the names of the president and secretary are required.

CHANGE ORDER

Any additional work not specifically identified by unit prices submitted on the PROPOSAL FORM shall not be performed until a price is agreed to, in writing, by the OWNER and the CONTRACTOR. Payment, except for lump sum items, will be made to the CONTRACTOR for only the actual quantities of work performed or materials supplied in accordance with the project PLANS AND SPECIFICATIONS. Payments are subject to retain age, which will be escrowed until the project is finalized.

PREVAILING WAGE

BIDDERS must comply with the prevailing wage rates to be paid on public improvements in Clark County, Ohio, as determined by the State of Ohio, Department of Commerce, Wage and Hour Division for the duration of the contract.

BID GUARANTY

All bids must be accompanied by a BID GUARANTY in the form of either: a BID BOND for the full amount of the bid or a CERTIFIED CHECK or CASHIER'S CHECK, in the amount of 10% of the bid. Checks or bonds should be made payable to the BOARD OF TRUSTEES OF MAD RIVER TOWNSHIP. Bid guarantees of unsuccessful bidders shall be returned immediately after action is taken to award or reject bids.

CONTRACT BOND

The successful BIDDER will be required to post a CONTRACT BOND in an amount equal to 100% of the bid award. The **Board of Trustees of Mad River Township shall be named as obligee.**

METHOD OF AWARD

The OWNER may make any investigations deemed necessary to assess the ability of the BIDDER to perform the work. The BIDDER shall furnish all information requested by the OWNER for such investigation.

The BIDDER shall submit, on the forms included in this document, a RECORD OF EXPERIENCE and a list of any and all SUBCONTRACTORS proposed to be used on the project. Certificates of Qualification must be supplied for the applicable classifications of work, which will be performed, by the prime contractor and major sub-contractors.

The contract shall be awarded to the lowest and best bidder who meets the requirements of section 153.54 of the Revised Code, and shall be let upon the basis of lump sum bids, unless the board orders that it be let upon the basis of unit price bids, in which event it shall be let upon such basis. Award will be based upon 1) Bidder's Record of Experience, 2) suitability of BIDDER'S equipment to perform the work, 3) BIDDER'S financial status and organization, 4) whether BIDDER maintains a permanent place of business and 5) all other bid requirements being met. The OWNER reserves the right to reject any bid if the investigation of the BIDDER fails to satisfy the OWNER that the BIDDER is properly pre-qualified to perform and satisfactorily complete the work.

BIDS TO REMAIN OPEN

Any bid may be withdrawn prior to the scheduled time for opening of bids. Any bid received after the time and date specified in the LEGAL NOTICE - INVITATION TO BID will not be considered.

The OWNER may hold bids for up to 30 days after the actual date of opening and may award the contract at any time during that period. BIDDERS shall not withdraw, modify or cancel their bid within 30 days after the bid opening. Any bidder found not responsive shall be notified of the disqualification and rejection of their bid.

INSURANCE REQUIREMENTS 107.12

The successful BIDDER shall furnish to the OWNER one certified copy, (CERTIFICATE OF INSURANCE), of all required insurance policies as noted in the Standard Insurance Requirements and Indemnification section of this document. The successful BIDDER shall furnish certified evidence that with respect to the operations he performs, he carries regular Contractor's Public Liability Insurance with minimum coverage limits per person per accident bodily injury and per accident property damage. If any part of the work is sublet, similar insurance shall be provided by or on behalf of the sub-contractors to cover their operations.

EXECUTION OF AGREEMENT/NOTICE TO PROCEED

The BIDDER to whom the bid is awarded will be required to execute, and return to the OWNER, the AGREEMENT and the PERFORMANCE and PAYMENT BONDS and CERTIFICATES OF INSURANCE within 10 calendar days of receipt of the NOTICE OF AWARD. If the successful BIDDER fails to execute the AGREEMENT, fails to post the required BONDS or fails to provide proof of INSURANCE, the OWNER may consider the BIDDER to be in default, and OWNER may proceed against the BIDDER and/or the BID GUARANTY as stated in Section 153.54 of the Ohio Revised Code.

Within 30 days of receipt of acceptable PERFORMANCE and PAYMENT BONDS, CERTIFICATES OF INSURANCE and the signed AGREEMENT, the OWNER shall sign the AGREEMENT and return the fully executed AGREEMENT to the CONTRACTOR.

A NOTICE TO PROCEED shall be issued by the OWNER to the CONTRACTOR within 10 days of the execution of the AGREEMENT by the OWNER. The time period between execution of the AGREEMENT and issuance of the NOTICE TO PROCEED may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED is not issued within the 10 day period, or within the mutually agreed upon extended time period, the CONTRACTOR may, by written notice, cancel the AGREEMENT, without further liability on the part of either party.

PRE-CONSTRUCTION CONFERENCE/CONSTRUCTION PLAN

The CONTRACTOR shall be required to attend a pre-construction conference at a location, time and date to be established by the ENGINEER. At the conference the CONTRACTOR shall submit a simple construction plan, including a timetable, to the ENGINEER for review and approval. The plan shall include the methods and procedures to be used for performing the required work and shall provide a time table and sequence of events, including any signing, warning devices, or traffic control to be used during construction.

FUNDING AND PAYMENT

Once every 30 days the ENGINEER will prepare an APPROVAL OF PAYMENT listing all pay quantities completed, previous payments approved, any amount to be retained, and a total amount to be paid. The CONTRACTOR shall prepare an invoice based on the ENGINEER'S APPROVAL OF PAYMENT and submit it to the Mad River Township Trustees for payment.

MISCELLANEOUS PROVISIONS

The BIDDER is required to execute and submit a NON-COLLUSIVE BID AFFIDAVIT and a BIDDER'S PERSONAL PROPERTY TAX STATEMENT.

BIDDERS must comply with Equal Opportunity Policies.

Bids shall include all applicable taxes and fees. Materials to be used in this project may be purchased by the CONTRACTOR free of Ohio state sales tax.

All applicable Federal, State and Local laws, ordinances, rules and regulations shall apply to this project.

The CONTRACTOR shall coordinate his work efforts with all utility companies having facilities within the project limits. The CONTRACTOR shall, to the extent practicable, use, and shall cause all subcontractors to use, Ohio products, materials, services and labor.

The CONTRACTOR shall be responsible for any required sampling, testing, handling, containment, removal, and disposal of waste products.

TIME OF COMPLETION AND LIQUIDATED DAMAGES 108.07

The BIDDER, by submission of a bid, agrees to commence work on or before a date to be specified in the NOTICE TO PROCEED (NTP) and to fully complete the project within 60 consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages in the amount of four hundred dollars (\$400.00) per day for each calendar day that the project is not completed beyond the specified 60 calendar days or by October 31, 2026, the contract completion date.

Any dates or time periods specifically identified within the CONTRACT DOCUMENTS may be changed only by mutual agreement of the OWNER and the CONTRACTOR.

REPAIRS FOR ONE YEAR

The CONTRACTOR shall make all repairs due to defective workmanship or material for the term of one year after the date of the final estimate; shall correct and repair promptly during that time in all defective work and material of whatever description; and shall deliver the work in all respects good condition at the end of that time. However, ordinary wear and tear, or damage due to negligent or improper operation on the part of the OWNER, shall not be considered an obligation of the CONTRACTOR. Twelve months after the date of the final estimate, as hereinbefore mentioned, and as soon after the expiration of the said twelve months as practicable, the OWNER shall make or cause to be made a final inspection of the performance of this Contract. If such performance and work shall be found satisfactory and not to have deteriorated through defects of workmanship or material, then the OWNER shall accept said work. Such acceptance shall be a prerequisite to the release of the surety on the warranty bond. If, however, the final or any prior inspection discloses defects due to non-fulfillment of this Contract, or non-compliance with its requirements, the OWNER shall so notify the CONTRACTOR in writing and thereupon the CONTRACTOR shall, at his own expense, repair or replace and shall make good all defects of materials, workmanship, or guarantee. Such repairs shall be a prerequisite to the approval and acceptance of the work and the release of the surety on the warranty bond. In case the CONTRACTOR shall neglect or fail to promptly make said repairs, after written notification, the OWNER shall cause such repairs to be made at the expense of the CONTRACTOR.

STANDARD INSURANCE
REQUIREMENTS AND
INDEMNIFICATION
CLAUSE

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

SECTION 1.: The insurance and indemnification provision of the contract shall be as follows:

The contractor, prior to commencing work, shall provide, at his own cost, proof of insurance to Mad River Township. This insurance shall be evidenced by certificates and/or policies as determined by Mad River Township. Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the County Prosecuting Attorney by certified mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number.

- (a.) The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- (b.) The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Contract and issuance of the Notice to Proceed.
- (c.) **Section 107.12 Responsibility for Damage Claims and Liability Insurance of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2013,** shall govern this project:

107.12 Responsibility for Damage Claims and Liability Insurance. The Contractor shall indemnify and save harmless the Owner and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the Owner, furnish to the Owner a certificate or certificates of insurance in the form satisfactory to the Owner demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the Owner by the insurer. Mail all certificates and notices to: Mad River Township, P.O. Box 34, Medway, Ohio 45341. Upon request, the Contractor shall furnish the Owner with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

A. Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the Owner whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 *et seq.*] and the Jones Act [5 USC Section 751 *et seq.*] and provide proof of coverage to the Owner.

B. Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Owner will require the General Aggregate Limit on a per project basis.

Ensure that the Commercial General Liability Insurance policy names the Board of Trustees of Mad River Township, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

C. Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability Limit	
Each Occurrence	\$1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the Owner from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the Owner. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the Owner will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new

certificates of insurance from time to time, so that the Owner is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of 107.12.C, the Owner may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Owner. The Owner in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the Owner may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

SECTION 2.: The following **Indemnification Agreement** shall be, and is hereby, a provision of the contract and shall be endorsed on the reverse side of all Certificates of Insurance:

"The contractor agrees to protect, defend, indemnify, and hold Mad River Township and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide expense, and to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false, or fraudulent."

STATE OF OHIO
PREVAILING WAGE
REQUIREMENTS

Prevailing Wage Determination Cover Letter

County: CLARK
Determination Date: 07/03/2026
Expiration Date: 10/03/2026

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of 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 such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

“New” construction threshold for <i>Building Construction</i>:	\$250,000
---	------------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:	\$75,000
---	-----------------

As of January 1, 2022:	
“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$96,091

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$28,789
---	-----------------

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
 Division of Industrial Compliance
 Bureau of Wage and Hour Administration
 6606 Tussing Road, PO Box 4009
 Reynoldsburg, Ohio 43068-9009
 Phone: 614-644-2239
 Fax: 614-728-8639

www.com.ohio.gov

STANDARD FORMS

NOTICE OF AWARD

Date:

Project: 2026 Mad River Township Resurfacing
Clark County, Ohio

You are hereby notified that your bid, in the amount of \$ _____, as submitted by you on May 4, 2026, in response to the LEGAL NOTICE - INVITATION TO BID for the project, has been accepted.

In accordance with the CONTRACT DOCUMENTS you are required to execute the AGREEMENT and submit a PERFORMANCE BOND and provide CERTIFICATES OF INSURANCE within 10 calendar days from the date of this notice.

Should you fail to execute the AGREEMENT, fail to post the required BONDS, or fail to provide proof of insurance, the TOWNSHIP may consider your bid to be in default, in which case your BID GUARANTY shall be forfeited as liquidated damages.

You are required to acknowledge this NOTICE OF AWARD by immediately signing and returning a copy to the TOWNSHIP.

BOARD OF TRUSTEES OF MAD RIVER TOWNSHIP

Signed: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of NOTICE OF AWARD is acknowledged by:

Company

Signed: _____

Name: _____

Title: _____

Date: _____

cc: Contractor's Surety –
Surety's Agent -

AGREEMENT

This agreement, made and entered into on this ____ day of _____, 2026, by and between **Board of Trustees of Mad River Township**, (hereinafter “First Party”) and _____ (hereinafter “Second Party”) is for 2026 Mad River Township Resurfacing.

Witnesseth, that Second Party, for and in consideration of a sum not to exceed \$ _____ in accordance with the bid submitted on May 4, 2026, (and the drawings and specifications thereto related), agrees to provide the work described on the bid, bid packet, project plans and specifications, all of which are incorporated by reference and are hereby declared to be part of this agreement. The amount of this agreement is subject to increase or decrease by a duly authorized Change Order and actual quantities performed.

Second Party further agrees to furnish all labor, equipment, materials, tools, and incidentals necessary to complete the Project and to do the said work promptly and in a workmanlike manner, without hindrance or delay, and to be completed to the satisfaction of First Party. And First Party, for and in consideration of the true and faithful performance of said work and furnishing of said labor, equipment, materials, tools, and incidentals as foresaid, hereby agrees to pay unto Second Party said sum not to exceed \$ _____ upon satisfactory completion of Second Party’s obligations under this agreement and submission of any invoice from Second Party to First Party.

Second Party will commence the work required by the agreement documents on or before a date to be specified in the Notice to Proceed, and will complete the project by October 31, 2026. Second Party further agrees to pay liquidated damages in the amount of four hundred dollars (\$400.00) per day for each calendar day that the project is not completed within 60 calendar days, or beyond October 31, 2026, the agreement completion date.

The approved Purchase Order for this Project is included as a part of this agreement and shall serve as certification that the funds required to meet this agreement have been lawfully appropriated.

Second Party understands and agrees that it is an independent contractor and agrees to indemnify and hold First Party harmless from liability of any and all claims, demands, or suits, in agreement or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of agreement or the acts or omissions of the contractor.

Second Party shall assume full responsibility for and shall indemnify First Party for any damage to or loss of any Township property, including building, fixtures, furnishings, equipment, supplies, accessories or part resulting in whole or part from any negligent acts or omissions of the contractor or any employee, agent or representative of the contractor.

For purposes of chapter 145 of the Ohio Revised Code, if Second Party is an entity engaged in business and Second Party has five or more employees, any individual employed by Second Party who provides personal services to First Party is not a public employee.

Second Party will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by First Party’s liability coverage provider:

107.12 Responsibility for Damage Claims and Liability Insurance. The Contractor shall indemnify and save harmless the Owner and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the Owner, furnish to the Owner a certificate or certificates of insurance in the form satisfactory to the Owner demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the Owner by the insurer. Mail all certificates and notices to: Mad River Township, P.O. Box 34, Medway, Ohio 45341. Upon request, the Contractor shall furnish the Owner with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

A. Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the Owner whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 *et seq.*] and the Jones Act [5 USC Section 751 *et seq.*] and provide proof of coverage to the Owner.

B. Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Owner will require the General Aggregate Limit on a per project basis.

Ensure that the Commercial General Liability Insurance policy names the Board of Trustees of Mad River Township, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

C. Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability Limit	
Each Occurrence	\$1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the Owner from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the Owner. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the Owner will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new certificates of insurance from time to time, so that the Owner is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of 107.12.C, the Owner may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Owner. The Owner in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the Owner may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

Second Party further agrees as required in O.R.C. §125.111

- (1) that in the hiring of employees for the performance of work under this Agreement or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, military status, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Agreement relates.
- (2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section [4112.01](#) of the Revised Code, national origin, or ancestry.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by First Party and a valid purchase order is issued to Second Party.

Witness our hands, the day and year first above written.

WITNESS

By: _____

Date: _____

VENDOR

By: _____

Printed Name: _____

Title: _____

Date: _____

BOARD OF TRUSTEES OF MAD RIVER TOWNSHIP

By: _____
Todd Pettit, Township Trustee

Jay Young, Township Trustee

Robert W. McClure, III, Trustee

Date: _____

Clark County Prosecutor
Approved as to Form and Legal Sufficiency

By: _____
On behalf of Daniel P. Driscoll

Date: _____

NOTICE TO PROCEED

To : Company

Date :

Project: 2026 Mad River Township Resurfacing
Clark County, Ohio

You are hereby notified to commence work on or before _____, 2026, and in accordance with the AGREEMENT, dated _____, 2026, you are to complete the work within 60 calendar consecutive calendar days thereafter, or by October 31, 2026, whichever is more restrictive.

You are required to acknowledge this NOTICE TO PROCEED by immediately signing and returning a copy to the COUNTY ENGINEER.

BOARD OF TRUSTEES OF MAD RIVER TOWNSHIP

Signed: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of NOTICE TO PROCEED is hereby acknowledged by:

Company

Signed: _____

Name: _____

Title: _____

Date: _____

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

(Pursuant to O. R. C. Section 1311.252)

OWNER: Board of Trustees of Mad River Township
260 East Main Street
Enon, Ohio 45323
(937) 864-7429

OWNER'S AGENT: Clark County Engineer
4075 Laybourne Road
Springfield, Ohio 45505
(937) 521-1800

PRINCIPAL CONTRACTOR: Company
Address
City, State & Zip

TRADE: General Contractor CONTRACTOR'S REPRESENTATIVE: _____

NAME OF PROJECT: 2026 Mad River Township Resurfacing

SCOPE OF WORK: Miscellaneous pavement planing, resurfacing, aggregate berms and new pavement markings.

LOCATION: Holiday Valley and Hunters Glen Subdivisions in Mad River Township

IF NEEDED, LEGAL DESCRIPTION Not Needed See Separate Sheet Typed On Back

DATE CONTRACT SIGNED: _____ TOWNSHIP RESOLUTION No.: _____

CONTRACTOR'S LENDING INSTITUTION (S) FOR THIS PROJECT:

CONSTRUCTION BOND HELD BY:

TO THE LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that labor or work is about to begin on or materials are about to be furnished for an improvement to the real property described in this instrument. A person having a mechanic's lien may preserve the lien by providing a notice of furnishing to the above named designee and his original contractor, if any, and by timely recording an affidavit pursuant to O. R. C. 1311.06. A copy of this notice may be obtained by making a written request by certified mail to the above named owner, owner representative, or the person with whom you have contracted.

Date: _____ By: _____

Title: Johnathan A. Burr,
Clark County Engineer

STATE OF OHIO

COUNTY OF CLARK, ss:

Sworn to before me and subscribed in my presence this _____ day of _____, 2026.

Notary Public
My Commission Expires _____

PERFORMANCE BOND

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

_____, as principal
and _____, as
sureties, are hereby and firmly bound unto

_____ 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.

Signed this _____ day of _____ 20 _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above
named principal did on the _____ day of _____ 20 _____,
which said contract is made a part of this bond the same as though set forth herein;

Now, 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, 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 materialmen or laborer having a just claim, as well as
for the oblige herein; then this obligation shall be void; otherwise, the same shall remain in full
force and effect; it being expressly understood and agreed that the liability of the surety for any
and all claims hereunder shall in no event exceed the penal amount of this obligation as herein
stated.

**BIDDER TO COMPLETE THESE
DOCUMENTS ONLY**

**PLEASE PROVIDE 2 SETS OF THE
COMPLETED BID PACKAGE**

1 – ORIGINAL 1 – COPY

**ALL PAGES BEYOND THIS POINT ARE TO BE
COMPLETED AND SUBMITTED WITH THE BID
PACKAGE!**

Bid Guaranty and Contract Bond

Each bid for the
2026 Mad River Township Resurfacing
must be accompanied by a Bid Guaranty and Contract Bond in
accordance with Section 153.54 of the Ohio Revised Code.

Bid security furnished in Bond form shall be in the full amount of the bid. The bond must be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Bid security furnished in the form of a certified check or cashier's check, shall be equal to 10% of the bid. Checks should be made payable to the Board of Trustees of Mad River Township.

**Failure to submit a proper Bid Guaranty will automatically
invalidate the bid!**

Insurance and Indemnification Requirements for Contractors

Name of Contractor: _____ Date Contract Begins: ____/____/____

Address of Contractor: _____

Telephone Number of Contractor: (____) _____ - _____

Signature of Person Completing This Form: _____ Date: ____/____/____

<p>Initial and date to verify that a current policy extending through the term of the contract is on file with the Township. If policy ends before the end of the contract note date that you will follow-up for new policy.</p>			<p><u>Requirements</u> Certificates are to be on file before a contract is signed. Any variations from the items listed must be analyzed and have advance approval of the Township's Risk Manager</p>										
<p>____ / ____ / ____</p>		<p>1.</p>	<p>Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the Owner whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 <i>et seq.</i>] and the Jones Act [5 USC Section 751 <i>et seq.</i>] and provide proof of coverage to the Owner.</p>										
<p>____ / ____ / ____</p>		<p>2.</p>	<p>Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">General Aggregate Limit</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 20px;">Products - Completed Operations</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Aggregate Limit</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 20px;">Personal and Advertising Injury Limit</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 20px;">Each Occurrence Limit</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table> <p>Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Owner will require the General Aggregate Limit on a per project basis.</p> <p>Ensure that the Commercial General Liability Insurance policy names the Board of Trustees of Mad River Township, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.</p>	General Aggregate Limit	\$2,000,000	Products - Completed Operations		Aggregate Limit	\$2,000,000	Personal and Advertising Injury Limit	\$1,000,000	Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000												
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Each Occurrence Limit	\$1,000,000												
<p>____ / ____ / ____</p>		<p>3.</p>	<p>Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">Bodily Injury and Property Damage Liability Limit</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Each Occurrence</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	Bodily Injury and Property Damage Liability Limit		Each Occurrence	\$1,000,000						
Bodily Injury and Property Damage Liability Limit													
Each Occurrence	\$1,000,000												
INDEMNIFICATION:													
		<p>1.</p>	<p>The following Indemnification Agreement shall be, and is hereby, a provision of the contract and shall be endorsed on the reverse side of all Certificates of Insurance:</p> <p>"The contractor agrees to protect, defend, indemnify, and hold Mad River Township and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide expense, and to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false, or fraudulent."</p>										

Note: All insurance must be rate "A Class XII" or better by A.M. Best and Company

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? ___ Yes ___ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ___ Yes ___ No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? ___ Yes ___ No

OR

>>> If "No", with this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions. ___ Yes ___ No

Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator

issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? ___Yes ___No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____/_____/_____
Signature of Authorized Officer Date

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

EEO CONTRACT COMPLIANCE

By submission of a bid, each Contractor agrees that it will comply with the following provisions of 153.59 of the OHIO REVISED CODE:

- (A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor or any person acting on his behalf shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates;
- (B) That no contractor, subcontractor, or any person acting 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, sex, handicap, or color.

Any breach of the above conditions shall result in the forfeiture set forth in 153.60 of the OHIO REVISED CODE which provides as follows:

The contractor referred to in section 153.59 of the Revised Code shall provide as a forfeiture for any breach of the 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 canceled or terminated by the state or 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 this section of the contract.

Witness: _____

Signed: _____
(Contractor)

NON COLLUSION BID AFFIDAVIT

State of _____)

SS:

County of _____)

_____, being first duly sworn, deposes and says that he/she
(Name)

is _____ for _____,
(Position) (Name of Company)

the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and 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 of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Board of Mad River Township Trustees or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signed: _____
Affiant

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____,
20____.

(SEAL)

Signed: _____
Notary Public

My commission expires _____.

BIDDER'S PERSONAL PROPERTY TAX STATEMENT

(See 5719.042, O.R.C.)

State of _____

County of _____

I, _____, having been duly sworn, state that I am competent to testify to the following:

(Complete Applicable Statement)

() On _____, I submitted a bid to Mad River Township, Ohio, to provide the Township with _____.

On said date, I owed no personal property tax to Mad River Township, and, after checking with said District, I have personal knowledge that I have not been charged with having any delinquent personal property tax owed to said District.

() On _____, I submitted a bid to Mad River Township, Ohio, to provide the Township with _____.

I presently am delinquent in the payment of personal property tax to Mad River Township, and, after checking with said District, I have personal knowledge that my name appears upon the records of said District as delinquent in the payment of personal property tax as follows: _____ owed as delinquent taxes, and _____ owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform the above stated bid, I hereby agree that this form be incorporated into said contract to perform work, and further agree that proceeds from said contract shall be paid to Mad River Township in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the bidder or other person under the contract.

Signed: _____
Bidder

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 20____.

(SEAL) Signed: _____
Notary Public

My commission expires

Mad River Township Contractor Safety Requirements

The Contractor shall at all times conduct work safely and assure a safe worksite. The Contractor shall be responsible for the safety of the contractor’s employees, agents and subcontractors, Township personnel and all other personnel or persons at the worksite. The Contractor shall be responsible for the adequacy and safety of all construction methods or procedures and the safety of work and the worksite.

The Contractor shall be responsible at all times to conduct work and keep the worksite in compliance with federal, state and local safety laws and regulations, including but not limited to Occupational Safety and Health Administration (OSHA) and State of Ohio Administrative Code requirements.

The Contractor designates _____ as the authorized person who is a competent person as defined by OSHA, (CFR, Title 29 – Labor, Part 1926 – OSHA) responsible for site safety activities.

The Contractor shall be responsible to suspend work whenever a work method or procedure or a condition at a worksite is unsafe.

The Contractor shall submit a written notification to the Township of any accident or injury within two (2) working days of the incident. Such notification shall include the Contractor’s investigation and what measures will be taken to avoid further such accidents. No payment application will be authorized until such notice is provided.

Failure of the Contractor to comply with any provision of these requirements or any federal, state or local safety laws and regulation constitutes just cause for the Township to order suspension of work.

The Township may conduct Job Site Safety Audits. The Contractor is required to provide a competent person to accompany the Township representative during the Audit. The Contractor shall either immediately comply with identified deficiencies, submit a satisfactory compliance plan or suspend operation until compliance.

None of the provisions of this section are intended to nor shall be construed to create any duty or responsibility on the Township to provide or enforce safety requirements of the Contractor. The duty, responsibility and liability for safety shall remain with the Contractor. Any failure of the Township to suspend work or detect violation of any local, state or federal safety standard or regulation shall in no case relieve the Contractor of the Contractor’s safety responsibilities.

Name of Contractor Representative

Name of Mad River Township Representative

(Signature of Contractor Representative)

(Signature of Mad River Township Representative)

(Date)

(Date)

Approved as to Form:

Daniel P. Driscoll, Prosecutor
Clark County, Ohio

RECORD OF EXPERIENCE

Each BIDDER is required to give detailed information on current or previous work in like character to this project.

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

SUBCONTRACTORS

Each BIDDER shall list all subcontractors proposed for work on this project.

Name of

Subcontractor: _____

Work to be Performed:

Ref No.	Work Type	Item No.	Description	Partial (Y/N)	Quantity	Total

Reference Person to Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Name of

Subcontractor: _____

Work to be Performed:

Ref No.	Work Type	Item No.	Description	Partial (Y/N)	Quantity	Total

Reference Person to Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Name of

Subcontractor: _____

Work to be Performed:

Ref No.	Work Type	Item No.	Description	Partial (Y/N)	Quantity	Total

Reference Person to Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Name of

Subcontractor: _____

Work to be Performed:

Ref No.	Work Type	Item No.	Description	Partial (Y/N)	Quantity	Total

Reference Person to Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Additional copies of this form may be submitted as needed.

P R O P O S A L

2026 Mad River Township Resurfacing

Mad River Township, Clark County, Ohio

Contracting Authority:

BOARD OF TRUSTEES OF MAD RIVER TOWNSHIP

Robert W. McClure, III, President

Todd Pettit, Vice President

Jay Young, Member

David Rudy, Fiscal Officer

260 East Main Street

Enon, Ohio 45323

Prepared by

Johnathan A. Burr, P.E., P.S., County Engineer

Bid Submittal – May 4, 2026 – 7:30 p.m.

Bid Opening – May 4, 2026 – 7:30 p.m.

Company _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

TOTAL AMOUNT OF THE BID: \$ _____

