



**MAY 2025**

**MIAMI TOWNSHIP  
MAIMI MEADOWS FENCE REPLACEMENT BID AND  
CONTRACT DOCUMENTS**

**MIAMI TOWNSHIP, OHIO**

Mary Makley Wolff  
Chairperson

Ken Tracy  
Trustee

Mark Schulte  
Trustee

Eric C. Ferry  
Fiscal Officer

**Bid Opening Date:**

**Thursday, May 29, 2025, at 2:00 p.m.**

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# **SECTION 1**

**NOTICE TO CONTRACTORS**  
**INSTRUCTIONS TO BIDDERS**

## NOTICE TO CONTRACTORS

Sealed proposals will be received at the Office of the Board of Trustees of Miami Township, Clermont County, at 6101 Meijer Drive, Milford, Ohio 45150 by certified mail before 2:00 p.m. on Thursday, May 29, 2025, or may be delivered in person on Thursday, May 29, 2025, before 2:00 p.m. at the Miami Township Civic Center, 6101 Meijer Drive, Milford, Ohio, 45150 at which time bids will be opened for the construction of the following improvements:

### **Miami Meadows Fence Replacement**

**THE PROJECT SCOPE:** The successful bidder must provide all materials, manpower, and equipment (including mobilization) to perform the work of this project. It includes removal and replacement of approximately 1380 feet of 8-foot-high wood privacy Shadow Bow fence, 12 foot steel posts 3 inch, 16 foot treated pine stringers, and posts to be concreted in ground. This is a prevailing wage project.

Copies of the contract documents may be obtained Monday through Friday, 8:00 a.m. - 4:00 p.m., beginning Tuesday, May 13, 2025, at the Miami Township Service Department, located at 6007 Meijer Drive, Milford, Ohio 45150, or online at [www.miamitwpoh.gov](http://www.miamitwpoh.gov).

**NOTE:** If contract documents are obtained from [www.miamitwpoh.gov](http://www.miamitwpoh.gov), contact [Chris.Burdsall@miamitwpoh.gov](mailto:Chris.Burdsall@miamitwpoh.gov) in order to be notified of the issuance of any addenda for this project.

**A mandatory pre-bid meeting is not required, however; all bidders must attest that they have visited the site.**

In accordance with the ORC Section 153.54, each bid must be accompanied by either a bid bond, in the prescribed form, and in the full amount of the bid or a certified check, cashier's check or letter of credit. The certified check, the cashier's check or letter of credit may be in the amount of ten (10) percent of the bid. The bid bond, the certified check, the cashier's check and the letter of credit are subject to the provisions of section 153.54 of the ORC. The successful bidder shall also be required to post a performance bond.

The successful bidder must provide a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Fiscal Officer a copy of his liability insurance holding the Board of Trustees harmless during the period of the contract.

The successful bidder must also provide an affidavit that all indebtedness of such contractor on account of material incorporated into the work or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

The successful bidder must provide a notarized statement that at the time of making his bid he was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, according to Revised Code Section 5719.042.

The Board of Trustees of Miami Township reserves the right to reject any or all bids.

BOARD OF TRUSTEES, MIAMI TOWNSHIP, CLERMONT COUNTY

ERIC C. FERRY  
Fiscal Officer

## **INSTRUCTIONS TO BIDDERS**

1. Sealed proposals will be received by:

BOARD OF TRUSTEES  
MIAMI TOWNSHIP  
6101 Meijer Drive  
Milford, OH 45150

As set forth in the Specifications. Proposals will be publicly opened and read aloud.

2. Proposals must be presented on the Bid Proposal sheet included in the Bid Proposal section of the Contract Documents.
3. Bidders only may obtain Specifications from [www.miamitwpoh.gov](http://www.miamitwpoh.gov) or:

Miami Township Service Department  
6007 Meijer Drive  
Milford, Ohio 45150

4. The Owner is The Board of Trustees Miami Township, Clermont County, OH, and is referred to throughout the Contract Documents as if singular in number. The term Owner means the Owner or the Owner's authorized representative.
5. All proposals shall be submitted in sealed envelopes addressed to:

BOARD OF TRUSTEES  
MIAMI TOWNSHIP  
6101 Meijer Drive  
Milford, OH 45150

The outside of the envelope shall be clearly marked:

### **MIAIM MEADOWS FENCE REPLACEMENT**

6. Bidders may withdraw bids, in person only, at any time prior to the scheduled time for closing the receipt of bids. Withdrawals after the scheduled time for closing the receipt of bids will not be permitted for a period of ninety (90) days.
7. The Owner reserves the unrestricted privilege to reject any, part of any or all Bids received.
8. No proposal nor any obligation hereunder to be assumed by the Owner shall be accepted until such time as the Owner or Owner's representative, may deposit in the U.S. Mail, or hand to the Bidder, personally, written notice addressed to Bidder at the address given on the Proposal of acceptance of Proposal.

9. Bidders are required to examine, before submitting their bids, the location of the proposed work, as well as, the plans and specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and every clause embodied in all the documents which are part of this contract. Also, no information derived from the Owner or Engineer will in any way relieve the Contractor from any risks or from fulfilling all of the terms of this contract. The Owner does not guarantee the location of any sub-surface structures, nor the character of any sub-surface materials shown on the plans regarding such structures and materials is based on the best data available but is not to be regarded as conclusive.
10. A bidder at any time may request from the Owner in writing a clarification of such conflict or discrepancy. A written response will be issued as prescribed in paragraphs 25 and 26 of these instructions. If any discrepancy is incurred after entering into a contract with the Contractor, the order of compliance stated above will be strictly adhered to.
11. Proposals must be made out on the blank form in the Specifications Book signed and accompanied by bond or certified check, sealed and addressed to the Owner, and must be deposited, UNDETACHED from the Specification Book, with necessary papers attached thereto.
12. No contract will be awarded to any bidder who is in arrears to the Owner upon any debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to said Owner.
13. Contract(s) will be awarded to the lowest responsive and responsible Bidder as determined by the Owner in accordance with the ORC Section 9.312.
14. Bidders are required to state in their proposals their names and places of residence and the names and places of residence of all persons interested with them, and if no other persons be so interested they shall distinctly state the fact.
15. In case of partnership, the firm name and the name of each individual partner must be signed and in the case of corporation, one of the corporate officers duly authorized to do so shall sign his name, with title, together with the corporation name. Corporate resolutions must be presented showing that the corporation is authorized to bid upon and enter into a contract and identifying the individuals authorized to sign the bid documents and contract for the corporation.
16. The Bidder must have the project totally completed by the time specified in the bid Documents.
17. Bid security in the form provided in the Bid Guaranty and Contract Bond (Section 153.571, Ohio Revised Code) must accompany each bid form and shall be made out in the amount of one hundred (100) percent of the total base bid.
18. After a contract has been awarded to the bidder, he or she shall be required to execute the contract and furnish a performance and maintenance bond satisfactory to the Owner within ten (10) days from the date of service of notice to the effect. In case of failure to do so, he or she will be considered as having abandoned the Contract, and the deposit accompanying the proposal shall there upon be forfeited to the Owner and the work may

be awarded to the next qualified bidder or re-advertised. Such bond shall be from an approved Guaranty Company, satisfactory to the Owner for the faithful performance of the contract and the maintenance obligations as hereinafter set forth for the period of one (1) year, in the sum of one hundred (100) percent of the total price bid for the completed work.

19. All proposals shall be publicly opened and read immediately after the time stated in the advertisement. A time and place for the public Bid Opening is set forth in the Legal Notice.
20. The Bidder must submit at the time requested the various statements required.
21. Additional instructions are included in the copy of the Legal Notice in this set of documents. The Legal Notice takes precedence over any portion of these instructions, which may be in conflict with the instructions.
22. Instructions must be adhered to; failure to observe them strictly shall constitute a sufficient cause for the rejection of a bid.
23. The Owner reserves the right to require the Bidder to present satisfactory evidence that he/she has been regularly engaged, as either Principal or Superintendent, in the business of constructing work similar to that proposed herein. Also, the Owner reserves the right to require the Bidder to present satisfactory evidence that he is fully prepared with necessary capital, material, machinery and equipment to conduct the work contracted for to the satisfaction of Owner and to begin promptly when so ordered. Failure to have performed satisfactorily any Contract awarded to the Bidder or any other person by the Owner shall be sufficient reason for rejection of the proposal.

24. NOT USED

INTERPRETATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

25. If any person who plans to submit a bid for the proposed work is in doubt as to the true meaning of the plans, specifications or contract documents, he may submit a written request to the Engineer for the interpretation thereof. Any interpretation of the proposed documents will be made by Addendum only, duly issued, and a copy of such Addendum will be mailed or delivered to each prospective bidder. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

ADDENDA

26. Change in, or clarification of, the contract documents, determined after the date of the initial advertisement, will be made by Addenda. Such Addenda will be mailed to all prospective bidders at the addresses given. It is the bidder's responsibility to ascertain that all Addenda have been examined and understood by him or her. The Owner will check immediately before bids are opened to make sure that all bidders have received copies of any Addenda issued.

## DISCRIMINATION

27. The Contractor agrees that in the hiring of employees for the performance of the proposed 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, national origin, color or age discriminate against any citizen of the state in employment of labor or workers who are qualified and available to perform the work to which the employment relates.

Also, the Contractor agrees that neither he or she nor any of his or her subcontractors, nor any person acting in his or her behalf, shall discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, sex, handicap, national origin, color or age.

28. NOT USED

29. The Contractor shall maintain awareness of current and shall comply with all existing and future laws, ordinances and regulations of the federal, state, county and municipal governments, in any manner affecting his or her employees, or the conduct of the work, or the materials used or employed in the work.

30. After the award of the contract, the Contractor shall prepare and submit to the Engineer, a progress schedule of a type and in a manner satisfactory to the Owner, showing graphically the progress rate on which time for completion is based. Should the progress rate of the work fall behind this schedule to such extent that the completion date may not be met, and if the Contractor after written notice to that effect, makes no substantial effort to speed up his or her work and to meet the schedule, then the Owner may notify the Contractor's surety of the circumstances or may declare the work abandoned or forfeited and proceed accordingly.

Proposals are invited only from Contractors who understand and accept the conditions laid down in these "Instructions to Bidders", and in the specifications following, and who expect to work in compliance with them and the plans and special provisions.

31. NOT USED

## EMERGENCY TELEPHONE NUMBERS

32. The Contractor must submit Emergency 24 hour telephone numbers to the Owner on the Company letterhead at the Pre-Construction meeting.

## UNDERGROUND UTILITIES

33. The contractor will be responsible for notifying the Ohio Utilities Protection Service (800-362-2764) and Clermont County Sewer and Water at 513-732-7970. The utilities have NOT been located on the drawings. Care shall be taken to identify and work around.

34. NOT USED

35. NOT USED

36. NOT USED



37. NOT USED

OSHA PROVISIONS

38. Work of this Contract shall be performed in accordance with "Safety and Health Regulations for Construction" and subsequent amendments, as promulgated by the Department of Labor and identified as Chapter XVII of Title 9, code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).
39. Each and every provision of the law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto the Contract shall forthwith be physically amended to make such insertion.

## **SECTION 2**

**General Notes of the Construction Contract  
Exceptions/Substitutions Page**

# GENERAL NOTES OF THE CONSTRUCTION CONTRACT

## 1.1.0 GENERAL INSTRUCTIONS

Project Bid:

### **Miami Meadows Fence Replacement**

Bid Opening Date: **Thursday, May 29, 2025, at 2:00 p.m.**

#### 1.1.1

All bids submitted for consideration by the Miami Township Board of Trustees must comply with these instructions in order to be considered. These instructions set forth minimum requirements as terms and conditions of the purchase, therefore, if any time frames, bid bond or surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

#### 1.1.2

Bids shall be submitted in a sealed envelope marked accordingly with Project Bid **Miami Meadows Fence Replacement** and name of bidder and delivered in compliance with the legal notice. Any improperly marked bid will not be considered.

#### 1.1.3

All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs. (See Specifications **1.3.0**)

#### 1.1.4

Price per unit to be quoted F.O.B. Miami Township, Clermont County, Ohio (INSTALLED). All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.

#### 1.1.5

A bid bond or certified check in the amount specified in the Legal Notice must accompany the bid. Bids submitted without bond will be rejected.

#### 1.1.6

Miami Township is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio Sales Tax. Prices shall not include these taxes.

#### 1.1.7

The successful bidder must provide the Fiscal Officer with a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Fiscal Officer a copy of his liability insurance holding the Board of Trustees harmless during the period of the contract.

1.1.8

The Contractor will furnish the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

The Contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to Owner. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00. Each policy shall name Owner and its officers and trustees as additional assureds.

1.1.9

The successful bidder must also provide the Fiscal Officer with an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

1.1.10

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Offeror is required to complete the affidavit contained in the Proposal/ Bid. **Failure to submit the required form with the Proposal / Bid packet will deem the Offeror's response to be non-responsive and disqualified from receiving further consideration.**

1.1.11

The attention of the bidder is called to Ohio Revised Code 5719.042. The bidder shall submit to the Township Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on general tax list of personal property in Clermont County, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due in unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Township Fiscal Officer to the Clermont County Treasurer within thirty (30) days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.

1.1.12

NON-ASSIGNABILITY: No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township.

1.1.13

MECHANICS LIEN LAW (ORC 1311.25 to 1311.32): Every sub-contractor, materialman or laborer who is performing or has performed labor or work, or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

The successful bidder must give a guarantee on the completed project against defective product resulting from inferior materials, or workmanship. Replacement of all such material and repairs necessary shall be made without any expense to the Township. The Guarantee period will begin on the date of final approval and acceptance by the Township. Acceptance is subject to inspection by the person(s) authorized by the Township Trustees to make inspections.

1.1.14

NOT USED

1.1.15

The bidder shall furnish a reference listing of similar installations within one hundred (100) miles of Miami Township, Clermont County, in the years 2018 and 2019. This list shall include the name and telephone number of a contact person representing the accepting agency.

1.1.16

Bidders are required to submit a **completed** copy of this bid document including the following specifications. Bids must contain a completed Bidder's Response Form. Any exception must be detailed on the EXCEPTIONS page. Any bid failing to meet these requirements will not be accepted.

1.1.17

The Miami Township Trustees reserve the right to waive any informalities or irregularities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the Township and to hold such bids for a period of sixty (60) days before taking any action thereon.

1.1.18

When analyzing the bids submitted, superior technology, workmanship, and materials, etc. will be considered in addition to price. It is Miami Township's intent to accept the lowest and best bidder who meets the requirements of Section 153.54 of the Revised Code after a thorough analysis of the bids. Miami Township reserves the right to reject any and all bids.

1.1.19

Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Miami Township Trustees may result in cancellation of the contract.

The defaulting bidder shall be liable for any increased costs or expenses incurred as a result of such default.

1.1.20

The Township reserves the right to cancel the contract if the bidder willfully fails to perform any of the provisions in the contract or fails to make installation within the time stated, unless the time is extended by the Township Service Director.

1.1.21

In case of default by the bidder or contractor, Miami Township may procure the services from other sources without further advertising and shall hold the bidder or contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

1.1.22

Bids will not be accepted after the date and time stated in the invitation to bid.

1.1.23

LIQUIDATED DAMAGES: Failure to complete the work within the time specified in these Specifications shall result in Liquidated Damages calculated in accordance with Sections 108.06, 108.07 or 108.08 of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2019.

## 1.2.0 ACCEPTANCE AND FINAL PAYMENT

1.2.1

Final payment shall be due thirty (30) days after receipt of invoice (in triplicate) by Miami Township, Clermont County, Ohio; provided the work be then fully completed and the contract fully performed.

Any payment not made to a subcontractor, materialman or laborer by the Contractor within one hundred twenty (120) days from the date that work was last performed shall be deducted from the Contractor's final payment.

1.2.2

Upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection. When the Owner finds the work acceptable under the contract and the contract fully performed, the entire balance due the Contractor shall thereupon be payable.

1.2.3

Before the final payment is made the Contractor will satisfy the requirements of Paragraph 1.1.13 Mechanics Lien Law, of this specification.

1.2.4

If any subcontractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Owner's request shall furnish Owner with a bond, satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the

final payment a sum equal to the amount of the claim. If a lien is filed against Owners property at any time and, if within thirty (30) days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended.

#### 1.2.5

Contractor shall indemnify and hold harmless Owner from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of the work performed or material supplied to the project.

#### 1.2.6

Contractor agrees to furnish Owner any reasonable documentation, including, without limitation, payroll records, invoices, or canceled checks, which Owner may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

#### 1.2.7

In the event that a subcontractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Owner in addition to all remedies available at law or in equity, may pay the Contract Sum Due the Contractor by a check made payable to the order of Contractor and such subcontractor or materialman and in an amount for which the subcontractor or material supplier is due based upon the reasonable judgment of Owner. Payment by such a joint check shall constitute payment of the Contract Sum.

#### 1.2.8

**PERFORMANCE BOND AND PAYMENT BOND:** The Owner Shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the contract.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

### 1.3.0 SPECIFICATIONS

#### 1.3.1

The following specifications are written to indicate acceptable type and quality. Bids on comparable designs as to function and general construction are solicited provided that:

- (a) The general design and operation of the proposed project conforms to the intent of these specifications.
- (b) All exceptions to the specifications must be clearly described in supplemental information submitted with bid.

#### 1.3.2

NOT USED

#### 1.3.3

The apparent silence of this specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point should be regarded as meaning only best commercial practice will prevail and that only materials and workmanship of first quality are to be used.

If the bidder has any additions, alteration or corrections to make to this proposal or specifications, he is asked to list them in the appropriate space on the bid form or on a plain white sheet of 8 ½" x 11" paper and affix them firmly to this proposal.

#### 1.3.4

Exceptions may be allowed where it is demonstrated that such exception is equal to or superior to the purchaser's stated specification. Total exception to the specifications is not permitted.

#### 1.3.5

All materials shall be new and of the best grade in its particular line. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of Miami Township Officials.



## EXCEPTIONS/SUBSTITUTIONS

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All Bids must be based on the specified materials and construction standards. Bidder is to list any substitutions or exceptions for which consideration is desired, showing the addition or reduction in price to be made relative to the specified materials and/or standards for each requested substitution. If the substitution is accepted, or stating "No Change in Price", if none is proposed.

**Brand or Make specified**

**Proposed substitution**

**Change in cost**


It is understood and agreed that the proposal submitted is based on furnishing materials and construction standards as specified and entitles the Owner to require that such named substitutions be incorporated in the work if the requests are accepted, based on the quotations entered above, are subsequently made a part of the written contract.

Signed: \_\_\_\_\_

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

## **SECTION 3**

**General Requirements and Detailed Specifications  
Signature Sheet**

# **GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS**

## **Miami Meadows Fence Replacement**

### **SCOPE OF WORK**

This project consists of:

The successful bidder must provide all materials, manpower, and equipment (including mobilization) to perform the work of this project. It includes removal and replacement of approximately 1380 feet of 8-foot-high wood privacy Shadow Bow fence, 12 foot steel posts 3 inch, 16 foot treated pine stringers, and posts to be concreted in ground. This is a prevailing wage project.

The Contractor shall provide all the labor and furnish all the materials, except as herein otherwise specified, necessary for properly performing and completing the work per the itemized construction activities listed in the plans and on the "Quantity Estimate and Bid Tabulation" page of this document. The methods, materials, and appliances used therefore shall conform to the current edition of the State of Ohio Department of Transportation Construction and Materials Specifications. These specifications can be found on the ODOT website listed below:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2019-Online-Spec-Book.aspx>

Any items required, including labor, equipment, and/or materials, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except where noted in the plans and specifications. **All work shall be completed by July 12, 2025.** The Contractor shall provide all the labor and furnish all the materials necessary for properly performing and completing the work of the Contract.

### **GENERAL REQUIREMENTS**

The current edition of the State of Ohio, Department of Transportation, "Construction and Material Specifications" with amendments, deletions and additions and the "Standard Construction Drawings", current editions, latest revision are adopted and made a part of these Contract Documents.

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All references to OWNER shall be considered to read the BOARD OF TRUSTEES, MIAMI TOWNSHIP, and CLERMONT COUNTY, OHIO.

The herein above-mentioned documents may be amended by the Owner to conform to local conditions.

All references to the Trustees shall be considered to read the Owner.

All references to the Director, the Director of Highways, the First Assistant Director, the Deputy Director, Chief Engineer, the Deputy Director of Design and Construction, the Engineer of Maintenance, the Engineer of Bridges, and the Engineer of Tests shall be considered to read the Owner.

## **PENALTIES**

Should the Contractor not complete all work within the time attached, the OWNER shall keep a record of all expenditures for inspection, supervision, engineering and administration after the end of the allotted time and shall deduct that amount from the final payment.

## **PROTECTION OF AREAS OUTSIDE OF WORK LIMITS**

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This shall include those areas used by construction traffic for access to and from the work areas.

Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation shall be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas, which are attributes to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

## **CLEANUP AND RESTORATION**

The Contractor shall be responsible for maintaining a neat, clean job site. Areas damaged as a result of construction shall be repaired as directed by the Engineer. Payment for work shall be included in the total price bid for the Project.

## **JOB SUPERINTENDENT**

The Job Superintendent initially assigned to this project shall remain assigned to the project until the project is completed. Only upon written authorization or request from the Engineer can the superintendent be transferred from this project.

## **ESTIMATED QUANTITIES**

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Board, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

## **PRE-CONSTRUCTION MEETING**

Following the award of the contract and before starting any work, the contractor and his superintendent, shall meet with the Engineer and a representative of Miami Township for a pre-construction meeting. The purpose of such meeting is to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittal, changes, etc. as called for in the Contract Documents shall be done at this time unless otherwise directed. The contractor will be notified of the date, time and place of the meeting.

## **MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the first quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish if so required, satisfactory evidence as to kind and quality of materials and workmanship.

All items of equipment and/or material proposed for substitutions must be approved by the Engineer in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions shall be paid for by the Contractor at no additional cost to Miami Township.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

#### **GUARANTEE**

The Contractor hereby guarantees that all workmanship and all material furnished under the contract comply fully with the requirements of the Plans and Specifications. If at any time within one (1) year after the date of the final inspection, any defect should appear which in the opinion of the Engineer is due to inferior materials or workmanship, the Contractor guarantees that he will immediately, without cost to the Township, do whatever is necessary to remedy the defects. The Township will notify the Contractor in writing of the defects and the repairs to be made and the Contractor agrees to begin the repairs within ten (10) days from the date of notice.

If the Contractor fails to begin repairs within ten (10) days, the Township may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor of his Surety. **The Contractor's Surety shall not be relieved until the above guarantee is fulfilled, and written release furnished the Surety by the Owner.**

#### **STORAGE OF CONSTRUCTION MATERIALS**

The Contractor shall obtain prior approval of the Township for the locations to be used for the temporary storage of construction materials, tools, and/or machinery on site.

All such materials, tools, and machinery shall be neatly and compactly piled in such a manner so as to cause the least inconvenience to the property owners and to the public. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered.

#### **DEBRIS REMOVAL/STREET SWEEPING**

The Contractor will be responsible for removal from the site of all construction debris material.

#### **SITE CONDITIONS**

Prior to bidding, the Contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and completeness and record all pertinent information. The Contractor should anticipate wet weather and wet site conditions and make provisions accordingly to assure completing the project on time.

#### **BIDDER'S ABILITY TO COMPLETE THE CONTRACT WORK**

The bidder is advised; that the Township may, prior to award of this Contract, require the Bidder to submit information verifying that he will be able to complete the work on or before the completion date indicated herein. Such information may include data indicating the Bidder's current and anticipated workload during the life of this Contract, the number and skills of personnel available to perform this work, the type and amount of equipment he has available or can obtain for this work, or any other information necessary to prove the Bidder's capabilities in this regard to the Township's satisfaction. This information may be used in determining the lowest and best bid.

The prime contractor and any subcontractor may make their own arrangements with respect to obligations, but neither may delegate any legal responsibility to the other. In no case shall the prime contractor be relieved of the overall responsibility for the compliance with the requirements of CFR 1910 & 1926 Occupational Safety and Health General Construction Industry Standards for all the work to be performed under the contract.

The prime contractor assumes all obligations prescribed as employer obligations under the CFR 1910 & 1926 standards whether or not he subcontracts any part of the work. With respect to subcontracted work, the prime contractor and subcontractors shall be deemed to have joint safety and health responsibility of the work site.

#### **DETAILED SPECIFICATIONS**

The current edition of the State of Ohio Department of Transportation Construction and Material Specifications and the current edition of the Subdivision Street Design and Construction Standards for Clermont County, Ohio apply to this project. The water main and sanitary sewer (and its associated appurtenances) shall conform to Clermont County Water Resources rules and regulations.

**SIGNATURE SHEET**

By signing this bid, the bidder has certified that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud.

The bidder or his duly authorized agent will sign this page in the space provided below signifying that he has read the proposal and specifications and understands them.

If the bidder has any additions, alterations, or correction to make to this proposal or specifications, he is asked to list them in the appropriate space on the bid form or on a plain white sheet of 8 1/2" x 11" paper and affix them firmly to this proposal.

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COMPANY

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ADDRESS

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TELEPHONE

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SIGNATURE

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EMERGENCY TELEPHONE NUMBER

## SECTION 4

# **Prevailing Wage Requirements**

## **Prevailing Wage Rates**



## **PREVAILING WAGE REQUIREMENTS**

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://www.actohio.org/clermont-county-pw-rates/>

*The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.*

Overtime shall be paid at one and one-half (1½) times the basic hourly rate for any hours worked beyond forty (40) hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071(C) of the Ohio Revised Code, three (3) weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Labor HevHwy 3

Change #: LCN01-2024ibLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Laborer Group 1	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88
Group 2	\$35.69	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.29	\$68.13
Group 3	\$36.02	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.62	\$68.63
Group 4	\$36.47	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.07	\$69.30
Watch Person	\$28.25	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.85	\$56.98
Apprentice	Percent										
0-1000 hrs	60.00	\$21.31	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$35.91	\$46.57
1001-2000 hrs	70.00	\$24.86	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$39.46	\$51.90
2001-3000 hrs	80.00	\$28.42	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$43.02	\$57.22
3001-4000 hrs	90.00	\$31.97	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$46.57	\$62.55
More than 4000 hrs	100.00	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$50.12	\$67.88

**Special Calculation Note :** Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

**Ratio :**  
 1 Journeymen to 1 Apprentice  
 3 Journeymen to 1 Apprentice thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
 ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SCOTO, SENECA, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

**Special Jurisdictional Note :** Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction**Details :**

Group 1  
 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, \*Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

\*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2  
 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning), Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), \*\*\*Lead Abatement, Hazardous Waste (level C)

\*\*\*Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3  
 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels, Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4  
 Miner, Welder, Guniting Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

## **SECTION 5**

**Experience Statement**

**Understanding HB 694 Ohio's Pay To Play Law**

**Affidavit in Compliance with O.R.C. Section 9.24 Affidavit**

**Affidavit in Compliance with O.R.C. Section 3517.13 Affidavit**

**Declaration Terrorist Organization**

**Bid Guaranty**

**PERSONAL Property Tax Affidavit**

**EEO Affidavit**

**Non-Collusion Affidavit**

**Bid Response form**

**Quantity Estimate and Bid Tabulation**

**Detailed Drawings and Specifications**

**Affidavit of Contractor – Prevailing Wages**

**Contractor's or Subcontractor's Final Affidavit**

**Final Release of Lien**

**Notice of Award**

**Notice to Proceed**

**Bid Proposal**

**Agreement Between Contractor and Owner**

**Certification of Funds**

## EXPERIENCE STATEMENT

### COMPLETED WORK WITHIN 100 MILES

The Bidder is required to provide a list of work similar to the proposed contract.

***Please list: Contract Name, Owner's Name, Address, and Telephone Number***

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## Understanding HB 694 Ohio's Pay to Play Law

Passed at the end of the 126<sup>th</sup> General Assembly, HB 694 became effective April 4, 2007. As introduced and passed by the Ohio House, the bill tightened the restrictions on pay to play contracting for vendors seeking state contracts. Amendments added by the Ohio Senate without input from political subdivisions extended these restrictions to contracts awarded by local governments, including boards of township trustees, boards of education and county commissioners.

Under the new law, any bid or unbid contract, purchase order or collective bargaining agreement with a value of more than \$500 will require the vendor to certify to the contracting authority that the vendor has not made a contribution to the contracting authority in an amount that exceeds the limits provided by law. The limits are \$1000 per an individual and \$2000 for individuals, partners and shareholders of the same firm. The contributions are aggregated among owners, partners, family members and shareholders so that even if the contributions are less than \$1000 they may trigger the prohibition if they exceed \$2000 in the aggregate. Labor organizations, public contributing entities affiliated with labor organizations, and PAC's affiliated with businesses are all subject to the contribution limits.

For any contract awarded to an individual, partnership, other unincorporated business, association including a professional association, estate, or trust, the following must certify they have not exceeded contribution limits:

- The individual
- Each partner or owner of the partnership or unincorporated business
- Each shareholder of the association
- Each administrator and each executor of the estate
- Each trustee of the trust
- Each spouse of any of the preceding persons
- Each child 7-17 years of age of any of the preceding persons

Any combination of the persons listed above

In the case of contracts awarded to a corporation or business trust, the following must certify they have not exceeded contribution limits:

- Each owner of more than 20% of the corporation or business trust
- Each spouse of an owner or more than 20% of the corporation or business trust
- Each child 7-17 years of age of any of the preceding persons
- Any combination of the persons listed above

Campaign contribution limitations apply during the term of each contract and for one year following termination of the contract. The law has a 2 year look back provision that includes campaign contributions, however, for purposes of complying with the new law only contributions made after January 1, 2007 are considered. The campaign contribution limitations also apply to candidates running for an office from the date a candidate files for an office in the same manner as the holder of an office.

Penalties for an office holder who solicits a contribution from the holder of a government may be charged with a first degree misdemeanor. Knowingly accepting a contribution from a vendor who has a government contract with the contracting authority worth more than \$500 requires that the contribution be returned.

Penalties for the vendor are up to a \$1000 fine and rescission of the contract. Vendors who hold government contracts and make campaign contributions in excess of the limits provided by law may be subject to a penalty equivalent to 3 times the excess amount and may have their contract rescinded by the Ohio Elections Commission. Finally, a vendor that makes a false statement on a certification form or an affidavit that certifies to the government that they have not exceeded the campaign limitations is subject to prosecution for a fifth degree felony and will have their contract rescinded.

**AFFIDAVIT IN COMPLIANCE WITH O.R.C. 9.24**

(Initial one Line)

\_\_\_\_\_ Bidder states that no finding for recovery has been issued against the bidder by the Auditor of State on or after January 1, 2001.

\_\_\_\_\_ Bidder states that a finding of recovery has been made against the bidder by the Auditor of State on or after January 1, 2001 and the finding for recovery is resolved/unresolved.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

I, \_\_\_\_\_, after being duly cautioned and sworn

hereby state that I am the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ and that the response set forth above is true.  
(Company)

\_\_\_\_\_  
Affiant

Sworn to before me subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My commission expires: \_\_\_\_\_

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE**

STATE OF OHIO

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

)  
) ss:  
)

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ a bidder on a project entitled:

**Miami Meadows Fence Replacement**

who, after being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Miami Township Board of Trustees or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have **collectively** made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Miami Township Board of Trustees or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature \_\_\_\_\_

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

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day \_\_\_\_\_ 2025.

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

My Commission Expires: \_\_\_\_\_

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO  
TERRORIST ORGANIZATION**  
(CIRCLE APPROPRIATE RESPONSE)

Are you a member of an organization of the U.S. Department of State Terrorist Exclusion List?

**Yes    No**

Have you used any position of prominence you have within any country to persuade to support an organization on the U.S. Department of State Terrorist Exclusion List?

**Yes    No**

Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

**Yes    No**

Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist List?

**Yes    No**

Have you committed an act that you know, or reasonably should have known, affords "material support or resources" (see below) to an organization on the U.S. Department of State Terrorist Exclusion List?

**Yes    No**

Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

**Yes    No**

For purposes of this declaration of material assistance/non-assistance, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

\_\_\_\_\_  
State of \_\_\_\_\_ )  
                                  ) SS:  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, after being duly cautioned and sworn

hereby state that I am the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ and that the response set forth above is true.  
(Company)

\_\_\_\_\_  
Affiant

Sworn to before me subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My commission expires: \_\_\_\_\_



**BID GUARANTY  
(To Accompany Bid Proposal)  
(Section 153.571 Ohio Revised Code)**

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

\_\_\_\_\_  
(Names and Address)

as Principal and \_\_\_\_\_

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

\_\_\_\_\_ as Surety, are hereby held firmly

bound unto the \_\_\_\_\_

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by

the Principal to the Obligee on \_\_\_\_\_, \_\_\_\_\_, 2025 to undertake the Project known as:

**MIAMI MEADOWS FENCE REPLACEMENT**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall

the penal sum exceed the amount of \_\_\_\_\_ dollars. (\$\_\_\_\_\_).

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.

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

NOW, THEREFORE, if the obligee accepts the bid of the principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the Work covered by the bid; or in the event the

Obligee does not award the contract to the next lowest bidder and resubmits the Project for bidding, the Principal will pay the Oblige the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid, of the costs, in connection with the resubmission, or printing new Contract Documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Township against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman 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.

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

BY: \_\_\_\_\_  
Attorney-in-fact

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

\_\_\_\_\_  
Surety Company Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Surety Agent's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

## PERSONAL PROPERTY TAX AFFIDAVIT

State of \_\_\_\_\_ )

)SS:

County of \_\_\_\_\_ )

I, \_\_\_\_\_, after being duly cautioned and sworn hereby  
state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

and that said company, officer, owner, or partner of said is not charged with any delinquent personal property taxes on the general tax list of personal property in Clermont County, Ohio or that said company, officer, employee, or partner is charged with delinquent taxes in the amount of:

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

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

Sworn to before me subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

County of: \_\_\_\_\_ State of: \_\_\_\_\_

My commission expires \_\_\_\_\_

## EEO AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

I, \_\_\_\_\_, being duly sworn hereby states that I am  
(Affiant)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

and that said Company pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff. This statement is made in accordance with Title VI of the Civil Rights Act of 1963.

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

Sworn to before me subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_ 2025.

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

County of \_\_\_\_\_, State of \_\_\_\_\_

My commission expires \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the bid to be considered.)

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

I, \_\_\_\_\_, \_\_\_\_\_ being duly sworn,  
(TITLE)

do depose and say: that \_\_\_\_\_

\_\_\_\_\_  
(Names of all persons, firms, or corporations interested in the bid.)

Its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusions, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal: and also that no member of the Board of Trustees, head of any department, or employee therein, or any officer of Miami Township is directly or indirectly interested therein.

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

County of \_\_\_\_\_, State of \_\_\_\_\_

My commission expires \_\_\_\_\_

**CHECK YOUR BID – ERRORS OR OMISSIONS COULD  
RESULT IN YOUR BID BEING DECLARED INVALID.**

## BID RESPONSE FORM

TO: MIAMI TOWNSHIP TRUSTEES  
6101 MEIJER DRIVE  
MILFORD, OHIO 45150

Dear Sir:

The undersigned proposes to furnish the services as outlined on the following pages of this proposal for Miami Township.

DETAILED SPECIFICATIONS are hereby made a part of the proposal, and the bidder hereby acknowledges that he has read and understands them.

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR

**Prevailing Wages**

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

of the \_\_\_\_\_,  
(Company) do hereby certify that the wages

paid to all employees for the full number of hours worked in connection with the Contract  
to the Improvement, Repair and Construction of:

\_\_\_\_\_  
(Project and Location)

during the following period from \_\_\_\_\_ to \_\_\_\_\_

is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have  
been directly or indirectly made other than those provided by law.

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

Sworn to and subscribed in my present this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the contract.

# CONTRACTOR AND/OR SUB-CONTRACTOR'S FINAL AFFIDAVIT

Date \_\_\_\_\_

The Request for Payment submitted herewith contains a request for

\$ \_\_\_\_\_ which sum is due the sub-contractors and materialmen and for

\$ \_\_\_\_\_ which sum is due the principal contractor herein for the work performed under the Project.

Affidavit further states all payroll taxes or contribution imposed upon the affiant by statute or law has been paid.

Affiant further states that all the foregoing is true and complete to the best of his knowledge, information and belief.

Further affiant saith not.

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

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

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

SS:

Before me, a Notary Public, in and for the State of \_\_\_\_\_, came \_\_\_\_\_, by me known, and made oath that he is \_\_\_\_\_ of \_\_\_\_\_ and that he has read the foregoing affidavit and subscribed the same and that he knows it to be true to the best of his knowledge, information and belief.

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

\_\_\_\_\_  
My commission expires

Notary Seal



## FINAL RELEASE OF LIEN

For and in consideration of \_\_\_\_\_, the

undersigned \_\_\_\_\_

(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed and furnished in and for the Improvement, Repair and Construction of:

In witness whereof, the undersigned has caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

By \_\_\_\_\_

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2025, being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

Notary Seal

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

My Commission Expires \_\_\_\_\_

## NOTICE OF AWARD

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

Project Description:

### **Miami Meadows Fence Replacement**

The Owner has considered the bid submitted by you for the above-described work in response to its Advertisement for Bids dated Thursday, May 29, 2025 and Information to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the information for bidders to execute the agreement and furnish the required contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this "Notice" to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Miami Township, Clermont County, Ohio

Owner

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

Steve Kelly

Title: \_\_\_\_\_ Township Administrator

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_

Title \_\_\_\_\_

## NOTICE TO PROCEED

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

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

Project:

### **Miami Meadows Fence Replacement**

You are hereby notified to commence WORK in accordance with Agreement dated \_\_\_\_\_ and you are to complete the WORK within consecutive calendar days thereafter. The date of completion of all WORK is therefore July 12, 2025.

\_\_\_\_\_  
Mary Makley Wolff  
Miami Township Trustee

\_\_\_\_\_  
Mark Schulte  
Miami Township Trustee

\_\_\_\_\_  
Ken Tracy  
Miami Township Trustee

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

BY \_\_\_\_\_

TITLE \_\_\_\_\_

# BID PROPOSAL

## PROJECT IDENTIFICATION:

### Miami Meadows Fence Replacement

## THIS PROPOSAL IS SUBMITTED TO:

Board of Trustees  
Miami Township  
6101 Meijer Drive  
Milford, Ohio 45150

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

The undersigned BIDDER proposes to furnish all labor, equipment, and material necessary for the construction of **Miami Meadows Fence Replacement** in accordance with the rules and regulations of the Clermont County Building Department and the Technical Specifications contained in the Construction Drawings and Specifications as follows:

Total Lump Sum Bid: \$ \_\_\_\_\_ Completion Date: July 12, 2025.

Total Lump Sum Bid Words \_\_\_\_\_

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of the Proposal Bond. This Proposal will remain open for sixty (60) days after the day of the Proposal Opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Proposal, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract documents and of the following addenda:

\_\_\_\_\_ Date \_\_\_\_\_ Number  
\_\_\_\_\_ Date \_\_\_\_\_ Number  
\_\_\_\_\_ Date \_\_\_\_\_ Number

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement of Invitation to make a Proposal and the Instructions of Bidders:

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

(c) This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the price(s) on the Proposal Bid Schedule enclosed herewith.

5. **BIDDER agrees that the Work will be completed on or before July 12, 2025.**

6. The following documents are attached to and made condition of this Proposal:

- (a) Required Bid Bond;
- (b) A Tabulation of Subcontractors and other persons and organizations required to be identified in this Proposal; and,
- (c) Required Bidder's Qualification Statement with supporting data.

7. The terms used in the Proposal which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

8. Communications concerning this proposal shall be addressed to the address of BIDDER indicated below:

BIDDER: \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

Date

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

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

TELEPHONE: \_\_\_\_\_

# MIAMI TOWNSHIP

## Miami Meadows Fence Replacement

### AGREEMENT BETWEEN CONTRACTOR AND OWNER

This agreement (hereinafter called "Contract") made the \_\_\_\_ of \_\_\_\_, 2025 between \_\_\_\_ (hereinafter called "Contractor") and Miami Township (hereinafter called "Owner").

Witnesseth, that the contractor, and the owner for the consideration hereinafter named, agree as follows:

#### 1. SCOPE OF WORK

The successful bidder must provide all materials, manpower, and equipment (including mobilization) to perform the work of this project. It includes removal and replacement of approximately 1380 feet of 8-foot-high wood privacy Shadow Bow fence, 12 foot steel posts 3 inch, 16 foot treated pine stringers, and posts to be concreted in ground. This is a prevailing wage project.

All work shall be completed by, July 12, 2025.

#### 2. TIME FOR COMPLETION

The work to be performed by contractor under this contract shall be started within 30 days after contract start date of \_\_\_\_, 2025 and shall be completed by July 12, 2025.

#### 3. PURCHASE PRICE OF PAYMENT

In consideration for the services set forth in the scope of work, including meetings with the Township Service Director and Consulting Engineer, Contractor will charge and the Township will pay the **LUMP SUM** of \$ \_\_\_\_\_.

#### 4. INSURANCE

The Contractor shall procure and maintain during the term of this Contract, at its sole expense, the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

The Contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to Owner. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00.

Each policy shall name Owner and its officers and trustees as additional assureds.

## **5. LAWS, ORDINANCES, RULES AND REGULATIONS**

The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the project. If the Contractor furnishes any work, which is not in conformance with such laws, ordinances, rules and regulations, and without written notice to the Owner, he shall bear all costs arising from the correction thereof.

## **6. WORKMANSHIP**

The workmanship called for by the specifications shall be of the highest quality in every respect, as usually recognized in the construction industry.

Installation must comply with, and pass inspection of all applicable State of Ohio Department of Transportation Construction and Material Specifications.

Where doubt exists as to the quality or effectiveness of the work, the work shall be installed as directed by the Owner.

Defective materials and/or workmanship will not be acceptable and if built in shall be removed and replaced with sound materials and highest quality workmanship or otherwise corrected to the Owner's satisfaction. The Contractor shall bear all expense of replacement or remedial work and repairs to and alterations in work of other contractors necessitated by his replacement or remedial work. Should the Contractor be unable to replace or remedy the defective work, he shall promptly remove the entire work and reimburse the Owner for all money paid therefore.

## **7. CLEANING UP**

The Contractor shall at all times maintain the project in an orderly, workmanlike condition, reasonably clean and free of accumulations of dirt and debris. If the Contractor fails so to maintain the project the Owner shall have the right to engage others to do so at the Contractor's expense.

The project shall, in general, be turned over to the Owner in a thoroughly clean and workmanlike condition ready for the Owner's use in every respect.

## **8. OWNERS RIGHT TO TERMINATE CONTRACT**

If the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials to keep the project on schedule, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, rules, regulations or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, or fail to provide or maintain the insurance herein required, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor three (3) days notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and appliances thereon and finish the project by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment.

If such expense of finishing the project shall exceed such unpaid balance, the Contractor shall pay such excess to the Owner.

## **9. PERFORMANCE BONDS**

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the contract and the payment of all obligations arising there under, in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the premium.

## **10. WARRANTY**

The Contractor shall remedy any defects to faulty materials or workmanship and pay for any damage to other work resulting from such defects and/or the remedying thereof, which shall appear within the warranty period of one (1) year. Neither the foregoing nor any other provision in the Contract Documents, nor the time limit of any special warranty shall limit the Contractor's liability for defects or installations resulting from deliberate or other deviations from the plans and specifications to less than the legal limit of liability under the law. The Owner shall give notice of observed defects with reasonable promptness.

All warranties and bonds shall be delivered to the Owner before final payment is made.

## **11. NON-ASSIGNABILITY**

No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township. In the event work is assigned to subcontractors final payment shall not be made without a release signed by the subcontractor or assignee.

## **12. MECHANICS LIEN LAW (ORC 1311.25 to 1311.32)**

Every sub-contractor, material men or laborer who is performing or has performed labor or work, or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

## **13. APPLICATION FOR PROGRESS PAYMENT**

The Contractor shall submit applications for payment to the Service Director for processing.

Progress payments; Retainage, Owner shall make progress payments on account of the Contract Price on the basis of Contractors applications for payment as recommended by the Engineer, on or about the 1st day of each month during the construction period.

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine.

Payment #1:



If work has been 25% completed as determined by the Service Director and if the character and progress of the work has been satisfactory. Subsequent payments of 50%, and 75% when applied for as described above

Upon substantial completion, in an amount sufficient to increase total payments to Contractor to 90% of the Contract price (with the balance being retainage), less such amounts as Engineer shall determine.

The Contractor can submit to the Owner an application for payment covering work completed as of the date of the application. The application shall be accompanied by (a) bill of sale, invoice or other documentation warranting that materials have been delivered to the construction site free and clear of all Liens; (b) documentation warranting the materials are covered by appropriate property insurance. Progress payments can be applied for no more than once a month. A 10% retainage for the full amount of the bid will be held until all construction and paperwork is completed, and final payment is applied for.

#### **14. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due (30) days after completion of the work, provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection. When the Owner finds the work acceptable under the contract and the contract fully performed, the entire balance due the Contractor shall thereupon be payable.

Before the final payment is made the Contractor will satisfy the requirements of Paragraph 12 Mechanics Lien Law, of this contract.

If any subcontractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Owner's request shall furnish Owner with a bond, satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the final payment a sum equal to the amount of the claim. If a lien is filed against Owners property at any time and, if within 30 days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended. Contractor shall indemnify and hold harmless Owner from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of the work performed or material supplied to the project

Contractor agrees to furnish Owner any reasonable documentation, including, without limitation, payroll records, invoices or canceled checks, which Owner may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

In the event that a subcontractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Owner in addition to all remedies available at law or in equity, may pay the Contract Sum Due the Contractor by a check made payable to the order of Contractor and such subcontractor or materialman and in an amount for which the subcontractor or material supplier is due based upon the reasonable judgment of Owner. Payment by such a joint check shall constitute payment of the Contract Sum.

## 15. THE CONTRACT DOCUMENTS

Included as a part of this contract are: The Contractor's proposal signed and dated this \_\_\_\_ day of \_\_\_\_\_, 2025, and specifications prepared by Miami Township.  
IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

### ***Contractor:***

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

Title: \_\_\_\_\_  
Witness (for Contractor)

### ***Owner: Miami Township***

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

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

(Pursuant authorization from Board of Trustees)

\_\_\_\_\_  
Witness (for Owner)

SAMPLE

## CERTIFICATION OF FUNDS

I hereby certify that at the time of making of this Contract and the execution of this certification the amount required to meet the obligations set forth in this Contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

\_\_\_\_\_  
Eric C. Ferry  
Fiscal Officer

Purchase Order No.: \_\_\_\_\_

### APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Braun  
Law Director

SAMPLE

## ENGINEER'S ESTIMATE- \$120,500.00

May 13, 2025

SIGNATURE \_\_\_\_\_





### **MIAMI MEADOWS FENCE REPLACEMENT PROJECT DESCRIPTION**

The construction of the fence for Miami Meadows will be as follows:

Posts-3" SS40 steel post to be placed 8' on center, 12' in height placed with 4' in the ground(3' in concrete, bottom 1' drive in the ground under the concrete)

Stringers- 16' Treated Pine 2"x4" with the alternating joints at each post

Fence- 1"x6"x8' Treated Pine Dog-eared Shadowbox