

Required



2023 Street Resurfacing Project

Prepared by:

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Nelson R. Embrey II, Mayor

LEGAL NOTICE

Sealed bids will be received at the **Ashville Municipal Building, Ashville, Ohio at 200 East Station Street, till 11:01 a.m. on October 16, 2023**, and will and then there be publicly opened and read for furnishing all material, labor, and equipment necessary for the listed Ashville Projects below. Bid documents can be obtained via e-mail request to: mike@tebbecivil.com

2023 Street Resurfacing Project

Base Bid – Mill & Overlay Griggs Street.

Estimated date of completion will be 60 days from start date. Ashville has the right to accept or reject any or all bids. A Bid Guaranty and Contract Bond shall accompany each bid as required by Section 153.571 of the Ohio Revised Code in an amount equal to the sum of the bid submitted by each contractor. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. In lieu of posting the bond, a bidder may use a cashier's check, certified check, or letter of credit for ten percent of the contractor's bid as bid security. When a check or a letter of credit is used the bidder shall be required to post a 100 percent labor and material payment bond, upon the signing of the contract.

The contractor and all subcontractors shall pay employees on the project the prevailing wages established by the Ohio Department of Industrial relations, including all updates, and shall comply with the provisions of Chapter 4115 of the Ohio Revised Code. There will not be a pre-bidding meeting held for this project.

By order of Ashville
Service Director, Greg Sturgill
Mayor Nelson R. Embrey II
200 East Station Street
Ashville, OH 43103
(740) 983 –6367

SPECIFICATIONS FOR BID FOR THE 2023 STREET RESURFACING PROJECT,
ASHVILLE OHIO

The project consists of the mill & overlay of pavement in the area described on the attached bid specs.

With the time frames envisioned it is imperative that bidders provide, with their bid, a tentative schedule.

In addition to the 100% Bid Bond, a one (1) year Maintenance Bond is required for this project.

Each bidder is required to furnish with the proposal, a bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code. Bid security furnish in Bond for shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. This is a prevailing wage contract in accordance with the Ohio Prevailing wage Laws under the State of Ohio, Department of Industrial Relations.

Bidders shall comply with all applicable provisions of the Ohio Revised Code and Administrative Code.

The Standard Specifications of the State of Ohio, Department of Transportation in force at the time of bidding, together with the specifications of Ashville and other requirements noted herein will govern this improvement.

Items listed shall conform to the City of Columbus and the State of Ohio, Department of Transportation Construction and Materials Specification Manual, including Supplemental Specifications, and any other items and/or specific requirements noted.

Ashville and/or representatives), shall decide all questions which arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

Those bidding have the responsibility for inspecting the project area(s), examining the plans, specifications and supplements, special provisions and requirements, and satisfying themselves that the intent of the project can be achieved as set forth in the specifications and plans. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work in accordance with the aforesaid documents.

Quantities appearing as part of these specifications are approximate only and are prepared as estimates for bid comparison. Payment to the Contractor will be made only for the 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 so designated.

The notes following are provided to augment, emphasize, or call attention to specific requirements and provide guidance to those bidding. Section 100, General Provisions, of ODOT Construction and Materials Handbook currently in use shall govern and should be carefully studied and understood by those bidding.

Where the term "Director" is used in reference to any/all ODOT requirements substitute "Ashville" and where "Engineer" is used substitute "Representative(s)".

104.03 Extra Work (See ODOT Manual for description); Ashville and/or their representative(s) are the sole authority for proceeding with any item of extra work. Application must be made to, and approval given by, Ashville and/or their representative(s) in advance of performing extra work.

104.04 Maintenance of Traffic: (See ODOT Manual for description); Also, Contractor shall comply with the provisions of 107.07 Public Convenience and Safety and the provisions of ORC 5517.03.

108.07 Failure to Complete on Time, State of Ohio, Department of Transportation Construction and Materials Specification Manual, current edition, shall apply.

108.08 Unsatisfactory Progress and Termination of Contract, State Ohio, Department of Transportation Construction and Materials Specification Manual, current edition shall apply.

ADDITIONAL AND/OR SPECIAL NOTES:

MAINTAINING TRAFFIC

The requirements listed under this item shall govern.

The Ohio Manual of Uniform Traffic Control Devices provides specific details. Ashville and/or their representative(s) shall have the approval over all additional requirements and if necessary may call for additional signs, warning lights, barricades, as well as other items necessary to provide safety.

Work to be performed shall be so scheduled as to minimize and provide the least disruption and inconvenience to the resident/entities located adjacent to the project. Access to local traffic (residents living within the project) and emergency vehicles must be maintained throughout the project.

Maintenance of traffic plans must be submitted and approved in writing by Ashville two weeks in the advance of the start of the work.

UTILITIES

It is the Contractor's responsibility to contact and coordinate the work efforts with all utility owners. Utility locations are shown on the plans using the best available information. The accuracy and locations are questionable and should be physically located in the field.

TECHNICAL SPECIFICATIONS

Note: The standard specifications of Ashville, City of Columbus, Ohio and the State of Ohio, Department of Transportation, including changes and supplemented specifications listed in this proposal shall govern this improvement.

STANDARD DRAWINGS

The following standard notes and supplemental specifications have been included with this bid document (Appendix C) and shall be applicable to this project.

City of Columbus

1441

ESTIMATED QUANTITIES

Individual estimate work sheets and exhibits have been prepared for this project and are included in Appendix A of this bid packet. All quantities are estimated, and as such, the contractor shall be paid for the actual quantities approved by the engineer.

SUB-SUMMARY AND GENERAL SUMMARY

A resurfacing and surface treatment sub-summary, general summary and bid tab have been prepared for this project and have been included in Appendix B of this bid packet.

REFERENCE:

All reference to specification numbers, unless otherwise noted, appearing in these plans shall be considered to be specification numbers, or the respective sections thereof, of the current City of Columbus Ohio, Construction and Materials Specifications.

APPROVALS:

At or before the pre-construction conference, the contractor shall submit the following items for approval:

- 1) A list of the paving equipment that will be used on this project (Paver, Rollers, etc);
- 2) The method planned for the application of prime coat; the method planned for the application of asphalt emulsion;
- 3) A written schedule of operations;
- 4) Materials suppliers (including the type of rings to be used to adjust manholes, catch basins, etc.);
- 5) An asphalt Job Mix Formula (See Mix Design);
- 6) A listing of key project personnel (Project Engineer/Manager, Project Superintendent, etc.) with office, mobile phone and pager numbers to be used by Ashville Engineer and staff;
- 7) A listing of subcontractors and key personnel representing each.

Ashville's Engineer will respond to the items submitted within 1 week. If an item is not approved the Contractor will have 1 week from the time of notification to resubmit the item for approval.

CONTINGENCY QUANTITIES:

The Contractor shall not order materials or perform work designated by plan note to be used "as directed by the Engineer" unless authorized by the Engineer. The actual work locations and quantities used for such items shall be incorporated into the next change order for the project.

The following items have been set aside to be used "as directed by the Engineer" and have been carried to the general summary:

Item 253, Full Depth Pavement Repair	10 Cu. Yd.
Item 604, Valve Box Adjusted to Grade	3 Ea

PROCEDURES FOR OPERATIONS:

All work associated with this contract shall be performed between the hours of 8:00 a.m. to 5:00 p.m, Monday through Friday. Notice of Saturday work shall require 24 hours notice (on a week per week basis) and must be approved by the Engineer.

If conditions are acceptable, daily work hours may be extended at the approval of the Engineer. No work shall be permitted on Sundays without written permission from the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours prior to the start of any operations related to this contract. If the Contractor suspends any operation on this contract for more than 3 working days (excluding holidays and weekends), the Contractor shall notify the Engineer a minimum of 48 hours prior to resuming operations. The Contractor may also make scheduling arrangements with the Engineer prior to suspending work, but the Contractor will be responsible for notifying the Engineer of any changes to these arrangements.

These requirements are to be followed by the general contractor and any sub-contractor on this project.

All streets are to be crack sealed prior to paving and shall be crack sealed at least 14 calendar days prior to paving.

PAVEMENT WIDTHS:

Pavement widths shown in the plans are approximate. The pavement shall be resurfaced to its full width or to a width determined by the Engineer in the field. The Engineer and the Contractor shall inspect the road prior to beginning the resurfacing operation, to determine the width to be paved.

If the contractor's operation is unable to produce an accurate and consistent edge, the Contractor may be directed by the Engineer to use a string line when placing all asphalt courses.

MIX DESIGN AND QUALITY CONTROL:

Asphalt concrete produced for this project shall be composed of aggregate, asphalt binder, and modifiers (where specified) meeting Ohio Department of Transportation (ODOT) requirements. Prior to the production of asphalt concrete for this project the contractor shall submit to Ashville Engineer's Office a Job Mix Formula (JMF) or bituminous concrete data sheet. The JMF, or data sheet, shall include the mix type proposed for use, aggregate and type gradation, percentage of asphalt binder by weight of mixture, grade of asphalt binder, description and source of modifier (if applicable), and unit weight of the mixture. The JMF, or data sheet, shall have been previously approved for use on Ohio Department of Transportation (ODOT) work and shall have been verified within the last two (2) years.

Where no previously approved JMF, or data sheet, is available one shall be developed meeting all criteria established in this contract. An independent testing laboratory to determine compliance with the contract documents shall review the JMF, or data sheet, prior to submission to Ashville Engineer's Office. The person performing the review for the testing laboratory shall be of its employ and shall have a current Level It Bituminous Concrete Certification from ODOT. Documentation substantiating the review has been performed and that all contract mix design requirements have been satisfied shall accompany the contractor's mix design submission to Ashville Engineer's Office.

Approval of any JMF used on this project shall be contingent upon field verification.

If the JMF is unable to be field verified in accordance with ODOT procedures by the end of the second day of production or within three (3) consecutive test results, whichever is the lesser, the Engineer may require the contractor to cease production. A redesign and submission of a new JMF in accordance with the previously stated procedures may also be required. The cost of which shall be borne by the contractor.

In addition to the aforementioned requirements, the following minimum binder contents (percent determined by weight of mix) shall apply to the JMF(s), or data sheet(s), submitted for use on this project:

- 6.0% for Items 404 (448 type 1, medium traffic mix designs)
- 5.0% for Items 402 (448 type 2, medium traffic mix designs)
- 4.5% for Items 301

The Engineer may require additional tests to verify quality assurance of the mixes if the Engineer suspects a quality deficiency. The contractor at the contractor's expense shall perform this additional testing.

The Contractor shall not produce any Item 448 Asphalt Concrete for this project until he has received written approval from the Engineer's Office. The designed mix shall be mixed in such proportions as to create a well-graded mixture, including the following requirements:

1. All reference to AC-20 shall be switched to performance graded (PG) binder PG 64-22.

2. The fines (Percent passing the #200 sieve) to bitumen ratio shall never be greater than 1.0.
3. No reclaimed asphalt shall be permitted in Item 448, Surface Course asphalt mix.
4. A maximum of 10 percent reclaimed pavement may be used in Item 448, Intermediate Course only.

FEATHERING:

At points where the proposed work begins or ends at intersections, the final asphalt course shall be feathered to meet the existing roadway surface as directed by the Engineer. On streets to be resurfaced this feathering shall be 1 inch per 10 feet and shall be contained within the limits of work described in the plans or as directed by the Engineer.

JOINTS:

Longitudinal joints shall not be permitted, however, when a cold joint is unavoidable its vertical face shall be uniformly coated with bituminous material as per sections 401.15 and 404.15 of the ODOT specifications. All costs related to performing this work shall be included in the unit price bid for Item 448 Asphalt Concrete.

SEALING FEATHERS AND BUTT JOINTS:

A well-bonded and sealed joint is required. As directed by the Engineer and in areas where the new asphalt surface is required to be feathered to meet an adjoining surface, excluding private driveways, the completed feathered surface and adjacent existing surface shall be coated with a thin coat of asphalt cement, AC-20, approximately one (1) foot in width. This also applies to areas where butt joints are required.

Traffic shall not be permitted on the sealed joint until the asphalt cement has cooled sufficiently to prevent tracking. Sanding of the sealed area with black sand will be required to prevent tracking.

The bituminous material used and the cost of sealing joints as described above shall be included in the unit price bid for Item 448 Asphalt Concrete.

DRIVEWAYS:

Throughout the duration of the project the Contractor shall maintain ingress and egress at all driveways at all times.

PAVING REQUIREMENTS:

The use of automatic screed and slope controls are encouraged. Tamping bars and vibrating screeds on the paver shall be operated at all times when the thickness of the asphalt concrete material exceeds 1/2 inch.

ROLLERS:

Roller shall be only of the steel wheel type and pneumatic tire types, meeting the minimum requirements of Section 401.11 of the specifications. The maximum capacities of the rollers shall be 700 square yards per hour for three (3) wheel, tandem and Type II pneumatic rollers,

and 1,000 square yards per hour for Type I pneumatic rollers. The use of vibratory rollers will not be permitted.

When the tonnage production per hour requires the use of three (3) rollers the rollers shall be used in the following sequence:

- 1) A three (3) wheeled steel roller for breakdown
- 2) A pneumatic tire roller for intermediate
- 3) A steel wheeled tandem roller for the finish rolling.

When the air temperature is below 60°F, in lieu of the pneumatic tire roller and at the Engineer's direction, a steel wheeled tandem finish roller shall be used.

When only two (2) rollers are required a three (3) wheeled steel roller followed by a tandem steel roller shall be used.

ITEM 604-VALVE BOX, ADJUSTED TO GRADE:

This work shall consist of adjusting to grade existing valve box. All adjustments shall be approved by the Engineer prior to construction; Adjustments shall be completed and accepted by the Engineer.

Payment will be made for all materials, labor, equipment and incidentals required to complete said work, at the unit price bid for each valve box to be adjusted.

PRIVATE UTILITY MANHOLES:

The Contractor will not be responsible for adjusting any private utility manhole (Ameritech, American Electric Power, etc.). The Contractor will however be responsible for notifying each utility as to their facilities needing adjustments.

ITEM 644. STOP LINES:

This item shall conform to COC Item 642 specifications. All materials shall be COC and/or ODOT approved.

Application shall conform to COC Item 642 specifications for Traffic Paint pavement markings with the following exceptions:

<u>Pavement Marking</u>	<u>Widths</u>
Stop Lines	20"
Crosswalk Lines	10"

The Contractor shall lay out the locations of all lines, to assure their proper placement. The Engineer shall approve the layout and premarking lines before marking operations are started.

Payment shall include all labor, equipment, materials and incidentals necessary to complete the above work.

Documents submitted at time of Bidding

1. Bid Bond in the amount of 100% of the total bid
2. Non Collusion Affidavit
3. Non Discrimination Affidavit
4. Disclosure of Personal Property taxes

Documents to be signed at time project is awarded

1. Contract Form
2. Certificate of Available Funds
3. Notice to Proceed

Documents to be submitted at completion of Project

1. One year Maintenance and Guarantee Bond in the amount of 10% of the project total



PROPOSAL 2023 STREET RESURFACING PROJECT

1. Attach completed bid form
 - a. Contractor must include prices for all reference items to be considered to be a viable bid. Failure to provide costs for all items will disqualify the contractor from consideration.
 - b. Award of the project shall be based on the total cost of the project.
2. Complete the following table:

Base Bid Cost (Items 1-4)	\$ _____
Contingency Cost (Item 5)	\$ _____
Force Account (Item 7-8)[If Authorized]	\$ _____
Total Cost of Project (Item 10)	\$ _____

Starting and Completion

If awarded a contract under this proposal, the undersigned proposes to start work not to exceed thirty (30 days) after the receipt from Ashville of an "Order to Commence Work". The undersigned further agrees to start work at the site on a date to be specified in said order from Ashville, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and Ashville, and agrees to fully complete all work covered by this proposal to the point of final acceptance by Ashville in accordance with the completion dates established in Section 108.07I Specification for this project.

The undersigned understands and agrees that Ashville reserves the right to defer award of a written order to start work for a period not to exceed thirty (30) days after the date herein before established by the undersigned as a proposed starting date.

Date: _____, 2023 _____
Firm Name

By: _____

Title: _____

Official Address:

_____ *Telephone Number*

(Note: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for Bids.)



BID GUARANTY AND CONTRACT BOND
(SECTION 153.57 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____

(Name and Address)

as Principal and _____ as Surety, are hereby
(Name of Surety)

held and firmly bound unto Ashville, the Obligee on _____
to undertake the project known at the **2023 Street Resurfacing Project**.

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 (\$_____).

(If the above line is left blank, the penal sum will be in the full amount of the Principal’s bid, including alternatives. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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



bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein, and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract, and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore, and shall pay all lawful claims of subcontractors, material, men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material, man or laborer having a just claim, as well as for the Obligees 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 wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 2023

PRINCIPAL:

SURETY COMPANY ADDRESS:

Street

BY: _____

City State Zip

SURETY:

SURETY COMPANY ADDRESS:

Agency Name

Street

BY: _____

Attorney-in-fact City

State Zip



NON-COLLUSION AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

Name of Project: 2023 Street Resurfacing Project

STATE OF OHIO)
) ss:
COUNTY OF PICKAWAY)

_____ being first duly sworn
(sole owner, partner, president, secretary, etc.)

deposes and says that he _____, of _____
the party making the foregoing proposal or bid; that such bid is genuine and not collusive or
sham; the bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any
other bidder of person to put in a sham bid, or that such other person shall refrain from bidding
and has not in any manner directly or indirectly sought by agreement or collusion, or
communication or conference, with any overhead, profit, or cost element of said bid price or of
that of any other bidder or to secure any advantage against Ashville or any person or persons
interested in the proposal contract; and that all statements contained in said proposal or bid are
true; and further that such bidder has not directly or indirectly; submitted this bid or the contents
there of or divulged information or data relative there to any association or to any member or
agent there of.

_____ Date _____
Signature of Authorized Agent

Title

Before me, a Notary Public, in and for said County and State, personally appeared the
above named, who acknowledged the making and signing of the foregoing instrument to
be his own free act and deed. In Testimony thereof, I hereunto set my hand and official
seal this _____ day of _____, 2023.

Notary Public _____
My Commission Expires on _____



NON-DISCRIMINATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERTY AUTHORIZED AGENT.

Name of Project: **2023 Street Resurfacing Project**

The Contractor agrees that in the hiring of employees for the performance of work, under this Contract or any Subcontractor, no contractor, subcontractor, or any person acting on his behalf shall, by reason of race, creed, color, or sex, discriminate against any citizens of the State in the employment of labor or workers who is are qualified and available to perform the work involved within the contract.

The Contractor agrees that no contractor, Subcontractor, or any person on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, or sex.

Signature of Authorized Agent

Date

Title

Before me, a Notary Public, in and for said County and State, personally appeared the above named, who acknowledged the making and signing of the foregoing instrument to be his own free act and deed. In Testimony thereof, I hereunto set my hand and official seal this _____ day of _____, 2023

Notary Public _____

My Commission Expires on _____



DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO)
) ss
COUNTY OF PICKAWAY)

I hereby certify in accordance with Section 5719.042 of the Ohio Revised Code

1) The undersigned being first duly sworn says that he is the

_____ of _____,
(Title) (Company)

for the purchase of services and supplies for Ashville, Ohio, involving the competitive bid process for

_____.
(Project/Services/Supplies)

- 2) That the Bidder is not charged at the time the Bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Ashville.
- 3) That the Bidder is not charged with delinquent personal taxes on any such tax list, or if the Bidder is charged with any delinquent personal property tax, the delinquent tax amount is \$ _____ and the amount of due and unpaid penalties and interest is \$ _____.
- 4) That I have fully informed myself regarding and affirm the accuracy of all statements made in this affidavit.

READ CAREFULLY – SIGN BELOW
(Failure to sign Invalidates Bid)

Signed By _____ Title _____

Firm _____ Phone _____

Address _____

City _____ State _____ Zip _____

Sworn to and subscribed before me this _____ day of _____, 2023

Notary Public

My Commission expires _____

CONTRACT FORM

THIS CONTRACT, made this _____ day of _____, 2023, by and between _____, herein after called the "Contractor" and the Village of Ashville, Ohio herein after called "Ashville"

WITNESSETH, that the Contractor and Ashville for the consideration stated herein agree as follows:

ARTICLE I – SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of the Improvements of Ashville included in this Contract, all in strict accordance with the Contract Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contractor's Proposal and the Other Sections of the Contract Documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II – THE CONTRACT PRICE

Ashville shall pay to the Contractor for the performance of this Contract subject to any additions or deductions provided therein, in current funds, the contract price computed as shown in the Proposal.

ARTICLE III – COMPONENT PARTS OF THE CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- (1) Addendum Nos. (no specific numbers indicated), _____, and _____.
- (2) General Conditions
- (3) Technical Specifications
- (4) State of Ohio Department of Transportation Specifications
- (5) Instruction to Bidders
- (6) Advertisement for Bids
- (7) Proposal
- (8) This Instrument

In the event that any provision in any of the above component parts of this Contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other provision in the component part which follows it numerically except as may be otherwise specifically stated.

This Contract is intended to conform in all respects to applicable statutes of the State of Ohio, and if any part or provision of this Contract conflicts therewith, the said statute shall govern. The Contractor shall name Ashville as an additional insured on all insurance policies for this project.

Starting and Completion

The Contractor agrees to commence work under this contract on a date to be specified in a written order from Ashville, and to fully complete all work included in this Contract to the point of final acceptance by Ashville in accordance with the completion dates established in Section "V" of the General Conditions. Ashville agrees not to issue aforesaid written order prior to the time proposed for starting work as stated by the Contractor in the proposal except by mutual agreement between the Contractor and Ashville. Ashville further agrees to issue such written order not later than thirty (30) days after the Contractor's proposed starting date, provided that the Contractor has furnished to Ashville satisfactory evidence of bond and insurance coverage, and that all other conditions of the contract prerequisite to starting work have been complied with by the Contractor.

IN WITNESS WHEREOF:

For Ashville:

For : _____
(Company Name)

Franklin Christman, Village Administrator

(Authorized Agent)

(Date)

(Date)

Witness:

Witness:

CERTIFICATE OF AVAILABLE FUNDS

I, April Grube, Clerk-Treasurer, do hereby certify that I am the qualified acting fiscal officer for Ashville, Ashville, Ohio, and that the amount of money to wit \$_____ required to meet the cost of the attached Agreement between Ashville and _____ has been lawfully appropriated for said Agreement and is on deposit (in process of collection) to the credit of the appropriate fund, free from any other encumbrances.

_____, 2023
(Date)

(Signature)

(Title)

NOTICE TO PROCEED

TO: _____

Date: _____

PROJECT: 2023 Street Resurfacing Project

You are hereby notified to commence work in accordance with Agreement dated _____, 2023, within (10) days of receipt of this notice, and you are to complete the work within sixty (60) consecutive calendar days.

You are required to return an acknowledgment copy of this Notice to Proceed to the OWNER.

FOR: Ashville

(Signature)

ACCEPTANCE OF NOTICE

Receipt of this notice to Proceed is hereby acknowledged by:

(Contractor)

This _____ day of _____, 2023

BY: _____

TITLE: _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, Contractor, as Principal, and _____,

as Surety, a corporation organized and existing under the laws of the State of _____,

and authorized to transact in the State of Ohio the business of issuing such bonds as this

Surety, are held and firmly bound unto the _____
hereinafter called the Owner, the Oblige, in the penal sum of **10% of the contract total**

of _____ Dollars (\$ _____) in good and lawful money of the United States of America, to be paid to said Owner, it legal representatives and assigns, for which payment will and truly to be made, we bind ourselves, our heirs, executor, administrators, successors, and assigns, and each and everyone of them jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal has entered into a certain written Contract with Oblige, dated the _____ day of _____, 2023, for construction work entitled _____ (hereafter called the Contract) which Contract and Specification for said work shall be deemed a part of this bond as fully rewritten and set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said Contract, the above named Principal has agreed with Owner that for a period of one year from the date of payment of Final Invoice (or two years in the case of water main work), to keep in good order and repair any defects in all the work done under said Contract either by Principal or his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship, or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the Principal after the final acceptance of the work, shall pay all lawful claims of subcontractors, material men, and laborers working for or through other subcontractors and material in the carrying forward performing or completing said maintenance work, and that whenever directed to do so by the Owner by notice served in writing, either personally or by mail on the Principal at

_____ or _____

legal representatives, or successors, or on the Surety at _____,

will proceed at once to make such repairs as directed by said Owner; and in case of failure to do so within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest figures for doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection, from date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the final acceptance of the same, and shall whenever notice is given as herein before specified, at once proceed to make repair as in said notice directed, shall pay in full all such subcontractors, material men, and laborers having a just claim in such repairs, or shall reimburse said Owner for any expense incurred by making such repairs, should the Principal or Surety fail to do as herein before specified, and shall fully indemnify, defend and save harmless the Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or though the negligence of said Principal, servants, agents, or employees, in the protection of the work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 2023

Signed, Sealed, and Delivered in the presence of:

(Principal)

By: _____

(Surety)

By: _____