

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**



**STATION 81 FIREHOUSE RENOVATIONS
PROJECT**

**HARLAN TOWNSHIP
WARREN COUNTY, OHIO**

APRIL 16, 2026

PROJECT INFORMATION

PROJECT: STATION 81 FIREHOUSE
RENOVATIONS PROJECT

OWNER: HARLAN TOWNSHIP, OHIO
9120 MORROW ROSSBURG ROAD
PLEASANT PLAIN, OHIO 45162

ARCHITECT: SABO Design
550 Wards Corner Road
Suite 201
Loveland, Ohio 45140
513-683-1236

OWNER CONTACT: CHIEF STEVE PEGRAM
(513) 562-0751
PEGRAM@HARLANTWP.US

BID DUE DATE: MAY 20, 2026 AT 4:00 PM EST

TOWNSHIP OFFICIALS HARLAN TOWNSHIP, OHIO

ADMINISTRATOR

Steve Mason

TRUSTEES

Zack Demaree
Ed Porginski
Scott Studer

FISCAL OFFICER

Ginny Williams

PUBLIC NOTICE

Sealed proposals will be received at the Township Administration Building, 9120 Morrow Rossburg Road, Pleasant Plain, Ohio 45162, until **4:00 PM** local time on **May 20, 2026**, at 7PM on May 20th the bids will be publicly opened and read aloud during the Regular Session of the Harlan Township Board of Trustees for furnishing all labor, material, and equipment necessary to complete the following project:

STATION 81 FIREHOUSE RENOVATIONS PROJECT

ESTIMATED CONSTRUCTION COST: \$400,000.

Bids must be in accordance with drawings and specifications issued by the Harlan Township Board of Trustees. Bid documents and specifications are available online on the Harlan Township website at: www.harlantwp.us

Please contact steve@harlantwp.us or call (513) 877-2727 if you encounter any problems accessing or viewing the documents.

The bidder shall be responsible to check for Addenda and obtain same from the web site.

Each bidder is required to furnish with their proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Submitted proposals must contain the full name of the party or parties submitting the same and all persons interested therein.

All Bidders must comply with the prevailing wage rates on Public Improvements in Warren County and Harlan Township, Ohio as ascertained and determined by the Administrator of the Ohio Bureau of Employment Services (OBES) as provided in section 4115.05 through 4115.034 of the Revised Code of the State of Ohio. Prevailing Wage Law will apply to this project.

All Contractors submitting bids must be current with all local and state licensing requirements, which must be in effect at the time of bidding, the time of award, and through the life of the construction contract.

Harlan Township reserves the right to waive irregularities and to reject any or all bids.

By the order of the Harlan Township Trustees, Warren County, Ohio.



Steve Mason, Township Administrator

GENERAL CONDITIONS, INFORMATION, AND INSTRUCTIONS TO BIDDERS

GENERAL

In accordance with the Notice to Bidders, sealed bids will be received until **4:00 PM** on **May 20, 2026**, at the Harlan Township Administration Building, 9120 Morrow Rossburg Road, Pleasant Plain, Ohio 45162, for the furnishing of labor and materials required for the **STATION 81 FIREHOUSE RENOVATIONS PROJECT**, all in accordance with these instructions, conditions, specifications, and on the enclosed forms. All shall be submitted in a sealed envelope and shall be plainly marked on the outside of the envelope **STATION 81 FIREHOUSE RENOVATIONS PROJECT**. No bid may be withdrawn once the bid has been deposited with the Owner, except in accordance with Ohio Revised Code, Section 9.31. Proposals received after the time for the opening of bids will be returned to the Bidder unopened.

ADDENDA

Notify the Fire Chief promptly, via e-mail at steve@harlantwp.us, of any discrepancies in, or omissions from, the Contract Documents; all requests for information shall also be sent via e-mail. The Township will issue a clarifying addendum to each Bidder on record as having received a set of Contract Documents. The Owner will not be responsible for oral instruction or information. Questions received less than five (5) days prior to bid date, which would require the issuing of an Addendum for resolution, cannot be answered. Any Addenda issued during the bidding period are to be included in the Proposal and shall become a part thereof.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The Bidder is expected to examine carefully the site of the proposed work, plans, specifications, contract forms, general conditions, and addenda, before submitting a proposal. The submission of a proposal 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 and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and contract.

Subject to public safety and convenience, prospective Bidders will be permitted to inspect the areas of the proposed building and site. No one shall enter any Township property without obtaining prior approval.

The Owner does not make any representation of conditions or existing building materials; nor does it represent that Contract Documents may not be modified to meet changes in existing conditions encountered as the work progresses.

REQUIREMENT OF BID GUARANTY AND CONTRACT BOND

No proposal will be considered unless accompanied by a bond, letter of credit, or certified check drawn on a solvent bank, in an amount not less than ten percent (10%) of the Bidders Proposal and made jointly payable to Harlan Township, Ohio.

The successful Bidder must furnish a Contract Bond in the full amount of his Proposal, which bond shall cover the entire Contract including the correction period. Agents of bonding companies shall furnish evidence of their power of attorney, bearing the seal of the company authorizing them to execute the particular type of bond to be furnished.

If at any time after the approval of the Contract Bond and the execution of the Contract the Owner shall deem the surety or sureties upon the bond to be unsatisfactory, or if for any reason the bond shall cease to be adequate security for the Owner, the Contractor shall, within five days after notice from the Owner to do so, furnish a new or additional bond which shall be adequate and satisfactory to the Owner. All costs of such bonds shall be paid for by the Contractor. The Owner shall determine the sufficiency of all sureties.

AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be made to the lowest and best overall Bidder as determined by the Owner, consistent with Ohio law, whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter mailed to the address shown on his proposal that his bid has been accepted and that he has been awarded the Contract.

The Owner reserves the right to reject any or all bids.

The Owner reserves the right to require the Bidder to present satisfactory evidence that they have been regularly engaged, as either principal or superintendent in the business of construction work similar to that proposed herein; to require the Bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, machinery and equipment to conduct the work to be contracted for to the satisfaction of the Owner; and to begin promptly when so ordered.

EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned together with the Contract Bond and other Contract Documents within ten (10) days after the Bidder has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the Owner to consider another bidder. No proposal shall be considered binding upon the Owner until the execution of the Contract. If the Contract is not executed by the Bidder within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw his bid without prejudice.

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of a resolution of the Directors of the Corporation bearing the seal of the corporation, authorizing him to sign the Contract.

CONTRACTOR'S INSURANCE

Insurance Requirements – Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance** – Contractor's insurance coverages shall include the following:

1. **Workers Compensation Insurance.** Contractor shall comply with provisions of the laws and rules of the Ohio Bureau of Workers Compensation covering all operations under the contract with the Department, whether performed by the Contractor or by its Subcontractors.

2. **Commercial General Liability Insurance.** Contractor shall maintain the following minimum limits for liability insurance:

| | |
|---|----------------|
| General aggregate limit | \$2,000,000.00 |
| Products – Completed Operations aggregate limit | \$2,000,000.00 |
| Personal and advertising injury limit | \$1,000,000.00 |
| Each occurrence limit | \$1,000,000.00 |

3. **Comprehensive Automobile Liability Insurance.** Contractor shall carry comprehensive automobile liability insurance covering owned, non-owned and hired vehicles with a minimum limit for bodily injury and property damage per occurrence in the amount of \$1,000,000.00.

Insurance coverage in the minimum amounts set forth above neither relieves the Contractor from liability in excess of such coverage, nor precludes the Owner from taking such other actions as are available to it under any other provisions of this contract or otherwise in law. If the Contractor maintains higher limits than the minimum shown above which the Owner requires, the Owner shall be entitled to coverage for the higher limits maintained by the Contractor. The minimum coverages provided herein may be obtained through primary insurance or any combination of primary and excess/umbrella insurance.

B. **Notice of Cancellation** – Each insurance policy required herein shall state that the coverage shall not be cancelled except with notice to the Owner. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, Contractor agrees to notify the Owner by facsimile or email within five (5) business days with a copy of the non-renewal or cancellation notice or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-renewal, cancellation or material change and shall not resume operations until insurance is in force that complies with these requirements.

C. **Other Insurance Provisions** – The policies of insurance required herein shall contain, or be endorsed to contain, the following provision:

Additional Insured. Harlan Township, Ohio, its officials, agents and employees, shall be named as Additional Insureds under the commercial general liability and automobile liability policies as respects liability arising out of work or operations performed by or on

behalf of the Contractor within this project. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

D. **Proof of Coverage** – The Contractor shall furnish the Owner with Certificates of Insurance and any amendatory endorsements, or copies of insurance policy language effecting the coverages required herein. All Certificates and endorsements shall be received by the Owner before work commences upon the project. The Owner reserves the right to demand at any time during Contractor's work on the project current Certificates, endorsements and verification of coverages. Provides, however, the Owner's failure to demand proof of coverages at any time, including prior to commencement of the work, shall not waive Contractor's obligation to provide such coverages.

E. **Subcontractor's Insurance** – Contractor shall not permit any Subcontractor to commence work, nor continuing work on the project until the same coverages required of Contractor herein are in effect. Subcontractors performing work must also name the Owner as an Additional Insured in the same language as provided in Paragraph C herein.

All of the insurance referred to above shall be subject to the approval of the Owner and shall be kept in full force and effect, during the term of the project, and in respect to completed operations, coverage shall apply for two years after completion. The Architect assumes no responsibility for the adequacy of insurance limits and coverages.

The Contractor and his subcontractors agree to limit the liability of the Architect and Owner due to the negligent acts, errors or omissions of the Architect, such that the total aggregate liability shall not exceed \$50,000.00 or the Architect's total fee charged for services rendered on this project, whichever is greater.

COMPLETION DATE

The work under the terms of this Contract shall be substantially complete and ready for use no later than **November 1, 2026**.

In the event that the Project is not completed within the Contract Time, including authorized extensions (in writing), the Contractor shall reimburse the Owner the cost of the extra Architectural and Engineering services (Construction Administration and Secretarial work plus expenses based on the Architect-Engineer hourly rates), plus any other expenses or losses the Owner incurs as a result thereof.

TERMINATION OF OWNER'S LIABILITY

No person, partnership, firm or corporation other than the Contractor shall have any interest in the Contract, and no claim shall be made or held valid, and neither the Owner nor its agents shall be held liable for, nor shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment made as aforesaid shall operate as, and shall constitute, a release to the Owner and its agents from any claim or liability to the Contractor for anything done or furnished for, or relating to the Work, or for any act or neglect of the Owner or any person related to or connected with the Work.

TAXES

The Contractor will be required to pay, without additional expense to the Owner, all Federal, State, local, and other taxes which may be applicable to the Work, excepting any taxes and assessments on the real property comprising the site of the Work. The Owner will provide a State Sales Tax Exemption Certificate to the Contractor for materials incorporated into the Work.

CONTROL OF WORK

NOTICE

Where in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given: as to the Owner, when written notice shall be delivered to the Architect or to the Owner; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the work or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in his Proposal as the address of his permanent place of business; as to the Surety on the Contract Bond, when written notice is placed in the United States mail addressed to the Surety at the home office of such Surety or to its agent or agents who executed such performance bond in behalf of such Surety.

DECISIONS

All the work under this Contract shall be done in accordance with the Plans and Specifications. The Architect will determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder and will decide all questions of fact, but not of law, which may arise as to the fulfillment of the Contract on the part of the Contractor. The Architect's determination and decision thereon shall be final and conclusive and such determination and decision, in case any questions of fact arise, shall be a condition precedent to the right of the Contractor to receive any monies hereunder.

PLANS AND SPECIFICATIONS

Any requirements appearing in any one of the Contract Documents (Drawings or Specifications) is as binding as though appearing in all. The Plans and Specifications are intended to be explanatory of and supplementary to one another, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained thereon or therein, the explanation of interpretations of the Architect shall be final and binding on the Contractor. Correction of any error or omission in the Plans or the Specifications may be made by the Architect when such correction is necessary to clarify the intended meaning.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subject to inspection by the Architect. The Architect or his representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Architect requests it, the Contractor, at any time before acceptance of the work, shall remove and uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specification. Should the work thus exposed or examined prove acceptable, the uncovering, removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering

or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without inspection by an authorized representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered or obligate the Owner to final acceptance.

The Contractor shall notify the Architect at least forty-eight (48) hours in advance of operations requiring plant or field inspection. The Contractor will pay the cost of all inspections unless specifically stated otherwise.

At the discretion of the Architect, the Owner will charge the Contractor with inspection costs when it incurs additional expense for such because of:

1. Reinspection due to rejection;
2. Use of inspected materials on other than the Owner's work;
3. When inspection is requested and cannot be performed;
4. For any other cause over which the Owner has no control.
5. All inspection services performed after the original contract completion date.

These charges for unnecessary inspection or inspection costs due to causes within the Contractor's control will be deducted from amounts due the Contractor at the completion of the work.

SUBCONTRACTORS

The Contractor shall furnish the Architect the names of subcontractors proposed and shall not employ any subcontractor that the Architect objects to as incompetent or unfit. The Contractor shall be responsible to the Owner for his subcontractors.

SUBLETTING, ASSIGNING

Except for the supplying of materials, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his rights, title or interest in or to the same or any part thereof, without the written consent of the Owner. Such consent shall not release or relieve the Contractor or his surety from any obligation or liability under the Contract.

LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

RESPONSIBILITY FOR WORK

The Contractor will be held responsible for the entire work until it is completed and until same is finally accepted by the Owner. The Contractor will be held responsible for damages resulting from his own fault or because of his noncompliance with the Plans, Specifications, and Contract.

Contractor shall comply with all of the Owner's requirements and regulations for this location.

LICENSING

Contractor and subcontractors shall comply with all local and state licensing requirements.

PROGRESS

Before the Contractor begins construction, he shall submit to the Architect a schedule showing the method and manner which the Contractor proposes to pursue so as to complete the proposed construction in such a manner that it will be ready for final acceptance within the time stated in the Contract. Said schedule will show location, sequence, equipment, manpower and estimated calendar days to complete each segment of work required. Upon approval of the Architect as to the starting point of the various phases of the construction, the method and manner of performing the work and the sequence of operations shall not be altered except with the approval of the Architect

The Contractor shall use all practical means to make the progress of the work conform to that shown on the progress schedule which is in effect. No payment will be made to the Contractor while he is delinquent in the submission of a progress schedule. Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the Architect at least twenty-four (24) hours in advance of resuming operations.

RESPONSIBILITY FOR DAMAGE CLAIMS, ACCIDENTS, INJURIES OR LOSSES

The Contractor and Surety shall indemnify and save the Owner and all of its representatives harmless from and against all suits, actions or claims of any character brought on account of actual or alleged damages, accidents, injuries or losses sustained by any person or property resulting from any act, error, or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same. As much of the money due or to become due the Contractor under the Contract, as may be considered necessary by the Owner, will be retained by the Owner to protect itself against loss until all suits or damage claims shall have been settled, and satisfactory evidence to that effect shall have been furnished to the Owner, provided however, that no money shall be so withheld except where the reasonable estimated amount of potential claims exceeds the applicable limits of the insurance requirements.

CONTRACTOR'S CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any alleged damage by reason of the acts or omissions of the Owner, or its agents, he shall, within five (5) days after the sustaining of such

damage, make a written statement to the Architect of the nature of the alleged damage. On or before the last day of the month next succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with claims, an itemized statement of the details and amount of the damage. Upon request of the Architect, the Contractor shall give him access to all books or papers containing evidence relative to the amount of such damage.

Unless such statements shall be filed as thus required, the Contractor's claims for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

DELAY AND EXTENSION OF TIME

If the work is delayed by act or neglect of the Architect or Owner, or by strikes, lockouts, fires, or other causes beyond the Contractor's control, the time completion must be extended by the Owner an amount equal to the time unavoidably lost.

INJUNCTIONS

If legal obstructions to the prosecution of the Work of less than three months duration arise, the delay shall operate to extend the time for the completion of the part or the parts of the Work obstructed for the length of time the obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.

UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT

In case the Contractor or any Subcontractor fails to furnish materials or to execute the Work in accordance with the Plans and Specifications, or if the provisions of the Contract are otherwise violated, then in any such case, upon ten days written notice to the Contractor and his Surety, the Owner shall have the right to declare the Contractor in default on the Contract. Said notice shall contain the reason for the Owner's intention to declare the Contractor in default on the Contract and, unless within ten days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, upon the expiration of said ten days, shall be in default on the Contract and his right to proceed under the Contract shall be terminated.

In the event the Contract is thus declared to be defaulted, the Owner will immediately notify the Contractor and his Surety of such action, and will at once cause the work already done to be measured and computed. The action of the Owner in the declaration of the default of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claim or receive any damages for not being allowed to continue. After the default of the Contract, the Surety shall have the right to take over and complete the Work, provided, however, that the Surety shall notify the Owner in writing of its intent to do so within twenty (20) days after the notice of the default of the Contract. Such completion of the Work by the Surety shall be done in strict accordance with all the provisions of the original Contract. However, if the Surety does not take over the Contract as stated above, then the Owner shall cause the Work to be completed under a second contract. If the cost of the Work done under the second contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the Contract, and if that is not sufficient, then the increased cost shall be paid by the Contractor and/or his Surety.

They shall also pay all cost and expense of reletting the Work and all damages resulting from noncompletion of the Work within the Contract time. If, when the Work is completed, it is found that there is any money due the Contractor, it will be paid to him; but no money shall be paid to the Contractor under the Contract after it has been declared in default, until the Work has been completed and accepted and all claims and suits resulting therefrom shall have been settled.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor may terminate the Contract, upon ten days written notice to the Owner, if any public authority should stop the Work for three months, or if the Architect should fail to issue a certificate of payment, or if the Owner should fail to pay in accordance with this agreement.

PREVAILING WAGE

Under 4115.071, Paragraph "C" of the Ohio Revised Code, any Contractor or Subcontractor contracting with a Public Authority must submit certain personnel and payroll information to that Public Authority's prevailing Wage Coordinator during the life of the Contract.

Any Contractor or Subcontractor participating in a public works project must:

1. Supply to Prevailing Wage Coordinator of the contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees.
2. Deliver to the Prevailing Wage Coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplement report for each month thereafter. If the construction period is to be less than one month, the payroll reports must be made on a weekly basis. Payroll reports must contain the following information:
 - a. Wages
 - b. Name
 - c. Current address
 - d. Social Security number
 - e. Number of hours worked during each day of the pay periods covered and the total for each week.
 - f. Hourly rate of pay
 - g. Job classification
 - h. Fringe payments
 - i. Deductions from his wages.

WAGE RATES

When the total overall project equals, or exceeds, \$250,000, all bidders must comply with the prevailing wage rates on Public Improvements in Warren County and, as ascertained and determined by the Administrator of the Ohio Bureau of Employment Services (OBES) as provided in Section 4115.05 through 4115.034 of the Revised Code of the State of Ohio. It is anticipated that the Prevailing Wage Law will apply to this project.

PREVAILING WAGE AFFIDAVIT

An "Affidavit of Contractor or Subcontractor, Prevailing Wage", must be executed and returned to the Owner upon completion of the project. Final payment will be retained until the document is received. Please note that the affidavit encompasses the work done by all Subcontractors as well as the Contractor's work force.

GENERAL CONDITIONS OF THE CONTRACT

General conditions of the contract, in addition to those contained in these instruction to bidders, are available from the Owner upon request.

BID PROPOSAL AND LEGAL FORMS

The following forms **MUST BE COMPLETED** and submitted with your bid:

1. Bidder Information Sheet
2. Bid Proposal
3. Summary of Bid Proposal
4. Substitution Sheet
5. Bid Guarantee and Contract Bond (two pages)
6. Certificate as to Interest
7. Unresolved Findings for Recovery
8. Non-Collusion Affidavit
9. Certification/Affidavit in Compliance with O.R.C. Section 3517.13

Other forms included for execution at a later time include:

1. Personal Property Tax Affidavit
2. Contract
3. Corporate Resolution
4. Certification of Fiscal Officer
5. Affidavit of Contractor/Sub Contractor Prevailing Wages
6. Correction Period
7. Final Release of Lien

BIDDER INFORMATION SHEET

ATTENTION BIDDER:

Please fill out this form and submit with your bid.
(please print)

COMPANY NAME:

FEDERAL ID NUMBER:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

CELLULAR NUMBER:

EMAIL ADDRESS:

BID PROPOSAL

I, the undersigned, propose to furnish all labor, material, tools and equipment necessary for the entire work as set forth in the Contract Documents, Drawings and Specifications entitled:

STATION 81 FIREHOUSE RENOVATIONS PROJECT

I further declare that I have carefully read and examined the Specification, General Conditions, Bidding Requirements, Contract Forms and Drawings; that I have made personal examination of the job site and I understand the exact scope of work.

I acknowledge receipt of the following Addenda and have included their provision in this proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

I have included a Bid Guarantee and Contract Bond of 100% of the General Construction Base Bid.

In submitting this Bid, I agree to:

1. Hold this proposal open 60 days after bid date.
2. Accept the provisions of the Instructions to Bidder regarding disposition of Bid Security.
3. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required bonds and insurance certificates.
4. Work on this project shall be substantially by **November 1, 2026**.

The undersigned agrees to construct and complete the work for the cost on the forms included herewith.

Contractor _____

Address _____

Telephone _____ By _____

Date _____ Title _____

Affix Seal of Corporation
State of Incorporation

SUMMARY OF BID PROPOSAL

Construction Bid:

\$ _____

_____ Dollars
(Written Amount)

SUBSTITUTION SHEET

1. GENERAL

Bidder shall list on this form any Substitutions for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price", if none is proposed.

| <u>BRAND OR MAKE SPECIFIED</u> | <u>PROPOSED SUBSTITUTION</u> | <u>ADD</u> | <u>DEDUCT</u> | <u>NO CHANGE</u> |
|------------------------------------|----------------------------------|------------|---------------|------------------|
|------------------------------------|----------------------------------|------------|---------------|------------------|

- A. It is understood and agreed that the Proposal submitted is based on furnishing products as specified and entitles the Owner to require that such named materials and methods be incorporated in the work, except as Substitutions, if they are accepted, based on the quotations entered above, are subsequently made a part of the written Contract.

Date: _____

Signed: _____
(Name and Title)

Company: _____

Address: _____

BID GUARANTY AND CONTRACT BOND

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

(Here insert full name or legal title of Contractor and address)

as Principal and _____
(Here insert full name or legal title of Surety)

As Surety, are hereby held and firmly bound unto Harlan Township, Ohio, hereinafter referred to as Obligee, in the penal sum or the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

STATION 81 FIREHOUSE RENOVATIONS PROJECT HARLAN TOWNSHIP, OHIO

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 this item is left blank, the penal sum will be the full amount of the Principal's 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 CONDITIONS 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 materials; and in the event the Principals pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereto 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 (10%) 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 the obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principals with 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 Obligee 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 Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that 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 agreed 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 of to the specifications.

SIGNED AND SEALED this _____ day of _____, 20 ____.

Principal

By: _____

Title _____

Surety

By: _____
Attorney-in-Fact

Surety Company Address

Surety Agent's Name and Address

CERTIFICATE AS TO INTEREST

_____, being the _____
(Name) (Position)

of _____, the bidder which submitted the foregoing proposal
(Company Name)

for the improvements, repair and construction of:

STATION 81 FIREHOUSE RENOVATIONS PROJECT HARLAN TOWNSHIP, OHIO

in Harlan Township deposes and says that _____
(Company Name)

is a/an _____ corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the Trustees, head of any department or any employee therein or any office of the Township is directly or indirectly interested in said contract.

Company Name

By: _____

Title: _____

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

NOTARY SEAL

NOTARY PUBLIC

My Commission Expires _____, 20__.

UNRESOLVED FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF OHIO :
COUNTY OF WARREN: SS

(Name)

(Position)

(Company)

ORC 9.24 provides that those “persons” with unresolved findings for recovery are prohibited from entering into public contracts.

ORC 9.24 provides that before awarding a contract for goods, services or construction, which is paid for in whole or in part with State funds, a State agency or political subdivision is required to verify that the person does not appear in the unresolved findings for recovery database established by the Auditor of State.

_____, being duly sworn says that _____
(Name) (Company)

if the successful Bidder on the **STATION 81 FIREHOUSE RENOVATIONS PROJECT**

is not charged with an unresolved finding for recovery from the State of Ohio Auditor’s Office.

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

Name, Title

Notary Public

*A database of unresolved findings is accessible via <http://www.auditor.state.oh.us>

Further, Affiant saith naught.

Signature:

Affiant (print name)

Company/Corporation

Address

City/State/Zip Code

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

NOTARY SEAL

Notary Public _____

My Commission Expires _____, 20____.

2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trusty that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1)(b)²:
 - a. the individual;
 - b. each partner or owner of the partnership or other unincorporated business;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust;
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

3. On behalf of the corporation or business trust, except a professional association organized under Chapter 1785 O.R.C. that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)(a)³:
 - a. an owner of more than twenty percent (20%) of the corporation or business trust;
 - b. each spouse of an owner of more than twenty percent (20%) of the corporation or business trust;
 - c. each child seven years of age to seventeen years of age an owner of more than twenty percent (20%) of the corporation or business trust;
 - d. any combination of persons identified in (a) through (c) of this section.

² O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in Paragraph 2 Subparagraphs a-I above, *has made, as an individual*, within the two previous calendar years, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

³ O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, if *any person or entity* listed herein in Paragraph 3 Subparagraphs a-d above, *has made, as an individual*, within the two previous calendar years, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

4. On behalf of the corporation or business trust, except a professional association organized under Chapter 1785 O.R.C. that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)(b)⁴:
- a. an owner of more than twenty percent (20%) of the corporation or business trust;
 - b. each spouse of an owner of more than twenty percent (20%) of the corporation or business trust;
 - c. each child seven years of age to seventeen years of age an owner of more than twenty percent (20%) of the corporation or business trust;
 - d. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20____.

NOTARY SEAL

Notary Public _____

My Commission Expires _____, 20____.

⁴O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust except a professional association organized under Chapter 1785 of the Revised Code if any combination of the following has made, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO

COUNTY OF WARREN

_____, being first duly cautioned and sworn, makes the following statement of his/her own personal knowledge:

That I am the _____ of the
(Designate Officer or position with Company)

(Company Name)

that is the successful bidder on a contract with Harlan Township, Ohio and which encompasses the following:

STATION 81 FIREHOUSE RENOVATIONS PROJECT

At the time the bid was submitted, my Company, Entity or Organization was not charged with owing any delinquent property taxes on the general tax list of person property in the State of Ohio or in any County thereof, and that to the best of my knowledge said Company has no outstanding and unpaid delinquent personal property taxes, penalties or interest.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

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

NOTARY SEAL

NOTARY PUBLIC

My Commission Expires _____, 20__.

CONTRACT

THIS AGREEMENT, made this _____ day of _____, by and between Harlan Township, Ohio hereinafter called "OWNER", and

(Company Name)

(Business Address)

doing business as an individual, a partnership, a corporation, in the County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the improvements and construction of and for the following:

STATION 81 FIREHOUSE RENOVATIONS PROJECT

hereinafter called "**WORK**" for the sum stated in the Proposal, and for all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract Documents, and at their own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories and conditions and price stated in the Bid Proposal, Information and Instructions to Bidders, the General Conditions, Specifications, and Addendum therefore as approved by the Owner, and all of which are a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to complete the work by _____.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof, as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year of day first above mentioned.

ATTEST:

OWNER:

**HARLAN TOWNSHIP
WARREN COUNTY, OHIO**

Witness

By _____
Title: Township Administrator

Witness

By _____
Witness

SEAL

ATTEST

CONTRACTOR:

By _____

Title _____

Witness

By _____

SEAL

AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR

PREVAILING WAGES

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

of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract for the improvement, repair and construction of:

STATION 81 FIREHOUSE RENOVATIONS PROJECT

during the following period from _____ to _____ is in accordance with the prevailing wages prescribed by the contract document. I further certify that no rebates or deductions from any wages due any person have been directly or indirectly made other than those provided by law.

Signature of Officer or Agent

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

Notary Public

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

CORRECTION PERIOD

TO: HARLAN TOWNSHIP, OHIO
9120 Morrow Rossburg Road
Pleasant Plain, Ohio 45162

Date: _____

The undersigned _____ having heretofore entered into a contract with Harlan Township, Ohio, dated _____ for the Improvement, Repair and Construction of:

STATION 81 FIREHOUSE RENOVATIONS PROJECT **HARLAN TOWNSHIP, OHIO**

and in accordance with the terms of said contract do hereby guarantee that all labor and material furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair and Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one year from the date hereof. Furthermore, we agree to repair at our sole cost any work which we may affect or disturb in making the repairs herein contemplated.

By _____

Title _____

Correction Period Begins _____
(Date)

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:

STATION 81 FIREHOUSE RENOVATIONS PROJECT HARLAN TOWNSHIP, OHIO

In WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this _____ day of _____, 20____.

(Name of Company)

By _____

(Title)

This _____ day of _____, 20____, _____, 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.

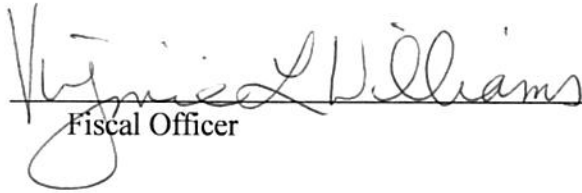
NOTARY SEAL

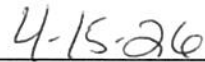
NOTARY PUBLIC

My Commission Expires _____, 20____.

CERTIFICATION OF FISCAL OFFICER

This is to certify that the amounts required to meet the obligations of this Contract has been lawfully approved for the purpose of same and is in the treasury of Harlan Township, Ohio, or is in the process of collection to the credit of the appropriate fund and is free from any prior encumbrances.


Fiscal Officer


Date