

Cedarville Township  
PO Box 13  
74 Main Street, Cedarville, Ohio 45314  
937-766-1851

Jeff Ewry, President  
Kent Campbell, Vice-President  
Deb Krajicek, Trustee

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## INVITATION TO BID PUBLIC NOTICE

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DATE OF ISSUANCE: May 20, 2020

INVITATION TO BID (ITB) NAME: **Opera House Roof Repairs**

<b>Date and Location of Pre-Bid Conference</b>	Jun 26, 2020 74 Main Street Cedarville, OH 45314
Deadline for Receiving Final ITB – Questions:	July 2, 2020
Deadline for Receiving Final ITB – Answers:	July 9, 2020
<b>BID OPENING DATE</b>	July 17, 2020
Estimate:	\$80,000

Sealed bids will be received by the Cedarville Township Trustees until July 17, 2020, @ 12:00 PM., at which time the bids will be publicly opened at the Township office, 74 Main Street, Cedarville, Ohio 45314, and read aloud for the: **Opera House Roof Repair**. Bid forms, specifications, etc. may be obtained upon request from Cedarville Township at the address at the top of this page. The same documents can be downloaded from <http://ctvfd.org/township.shmtl>.

Sealed envelopes containing bids must be submitted with the **Opera House Roof Repair** -prominently written and displayed on the outside of the envelope/packages. Bids must be submitted on the bid form furnished with accompanying required bonds. Any bids deemed non-compliant shall be rejected. Cedarville Township is tax-exempt.

**BID AND PERFORMANCE BONDS**

Each bid shall meet the requirements prescribed in R.C. 153.54, R.C. 153.57, and R.C. 153.571, and be accompanied by a surety. Said surety must be in the form of a bond for the full amount of the bid, plus all additive alternates, or a letter of credit, cashier’s check, or a certified check drawn on a solvent financial institution, that is made payable to the Board of County Commissioners, Greene County, Ohio and in the amount of 10% of the base bid, plus all additive alternates. This surety must accompany each bid as a guarantee that if the Bidder’s bid is accepted, a contract will be entered.

**The appropriate surety as outlined above must be submitted with the bid and received no later than 12:00 p.m. on the date of the bid opening. Bids that do not have the actual bond, letter of credit, cashier’s check, or certified check present at the time of opening will be considered non-compliant and will not be read.**

**Failure to submit the bid bond, letter of credit, cashier’s check, or certified check with the bid will result in disqualification of the bid.** The successful Bidder shall be required to furnish a corporate surety bond or certified check on a solvent bank, made payable to Cedarville Township for a total up to 100% of the contract price as a guarantee for the faithful performance thereof.

**The bond submitted must be issued by a company licensed to conduct business in the State of Ohio.**

**DEPARTMENT INFORMATION**

<b>Department Name:</b>	<u>Cedarville Township</u>
<b>Street Address:</b>	<u>74 Main Street</u>
<b>City:</b>	Cedarville
<b>State:</b>	OH
<b>Zip Code:</b>	45314

**All bids must include the length of time that the prices and services offered are available and effective.**

In its efforts to promote small business participation in Greene County projects, it is the policy of Cedarville Township that no contracting decision or contract award shall be based upon race, color, creed, sex, national origin, age, or other unlawful basis. Greene County is an equal opportunity, governmental entity and will provide equal business opportunities in accordance with its policies.

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. The Cedarville Township Board of Trustees reserves the right to reject any or all bids and, unless otherwise specified by the Board of Trustees, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. **Bidder's Pledge and Agreement: Each Bidder acknowledges that this is a public project involving public funds and that Cedarville Township expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder, by submitting a bid, pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with Cedarville Township; (b) it will use its best efforts to cooperate with Cedarville Township and all Contractors; (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her; (d) it will comply with all applicable Fair Labor Standards and Prevailing Wage requirements; and (e) it has read, understands, and will comply with the terms of these General Conditions, the Bid Documents, and Contract Documents.**
3. Cedarville Township is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. The Township encourages the participation of small businesses on County projects.
4. The Township will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of the Cedarville Township trustees.
5. In case of default by the Bidder or Vendor, the Board of Trustees may procure the articles or services from other sources and hold the Bidder or Vendor responsible for any excess costs occasioned thereby.
6. Prices must be stated in units or quantities specified.
7. Whenever a reference is made in the specifications or in describing the materials, supplies, or services required, of a particular trade name or manufacturer's catalog or model number, the Bidder, if awarded the contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the bid by the Bidder and accepted by the Township.
8. The Bidder, if awarded a contract or order, shall and does agree to indemnify, protect, defend, and hold harmless the Board of Trustees and their members, officers, employees and agents (the "Indemnified Parties") from any and all claims, damages, losses, liabilities, liens, causes of action, suits, judgments and expenses, including reasonable attorney's fees and all other costs of defense (the "Damages"), of any nature, kind or description, which arise out of or are caused by any conduct, acts or omissions, theft or fraud of the Bidder, its officers, employees and subcontractors, agents, assigns and those designated by Bidder to perform the Services under the Contract.

**In addition, the Bidder shall and does agree to indemnify, protect, defend and hold harmless the Township and its agents and employees from and against all Damages, of any nature, kind or description, which results from any claimed or threatened, infringement of**

**any copyright, patent or other intangible property rights by the Bidder, anyone directly or indirectly employed by the Bidder, Bidder's subcontractors or anyone for whose acts the Bidder may be liable.**

9. Whenever required and so stated in the bid form, the Bidders shall furnish a bond, letter of credit, a cashier's check or a certified check, drawn on a solvent bank and made payable to Cedarville Township in the amount as required by R.C. 307.88 as a guarantee that, if the bid is accepted, a contract will be entered into. The successful Bidder shall be required to furnish a bond or a certified check drawn on a solvent bank and made payable to the Cedarville Township Board of Trustees for up to one hundred percent (100%) of the total amount of the contract as a guarantee of faithful performance thereof.

It is agreed that the **bids submitted shall be irrevocable.**

**If accepted, the Bidder must, within Sixty (60) days (unless extended by the Township, in writing) after receiving notice of acceptance of said bid, be willing to: a) enter into a written contract for the materials, supplies, products or services set forth in this ITB and b) faithfully perform said contract according to its terms, conditions and the specifications set forth therein. Bidder will promptly pay all damages and expenses incurred by the Board of Trustees by its failure, or refusal to enter into said contract. The Board of Trustees will treat all Bidders alike in every respect, and the Board of Trustees will take final action on this and all other bids no later than Sixty (60) days (unless extended by the Township, in writing) after this and all other bids are opened. No bid shall be considered as accepted, nor any obligation assumed hereunder by the Board of Trustees until such time as said Board of Trustees deposits in the U.S. Mail or e-mail a written notice, addressed to the successful Bidder or Bidders at the address given, an acceptance of the bid or award of a contract.**

10. Samples, when requested, are returned at the Bidder's expense.
11. In order for bids to receive consideration, they **MUST BE RECEIVED** prior to the specified time of opening and reading as designated in this ITB.
12. When submitting their bids, bidders may use the bid forms furnished by the Township when submitting their bids. The forms cannot be altered if used. If the ITB is another form that form must be like or similar to the forms used by the Township. If submitting a paper bid, envelopes must be sealed when submitted and the Opera House Roof Repair prominently written and displayed on the outside of the envelope/packages.
13. Bids having erasures or corrections thereon will be rejected unless explained or noted over the signature of the Bidder.
14. Bidders may submit bids on any one or group of items, provided however, the unit price(s) must be shown as requested.
15. A particular trade name, manufacturer's catalog or model number may be referred to in the ITB for descriptive purposes only and only to assist in interpreting the type of materials, supplies, to be used in performing the work. However, if a particular trade name, manufacturer's catalog, or model number is a required element, the Bidder's attention is

directed to Item 7 above and the Bidder must strictly adhere to that condition.

16. Bidder agrees to comply with any new laws, rules, or regulations concerning public buying procedure. Cedarville Township follows the Ohio Revised Code.
17. Concealed weapons, whether with or without a permit, are not allowed in any Cedarville Township building. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."
18. All rebates, savings or other incentives which become available to the selected Bidder (vendor) during the term of the Contract shall be forwarded to the Township or treated as a reduction in an amount payable by the Township (at the Township's option). In this same regard, if a rebate, savings or other incentive becomes available after the termination of the Contract, vendor shall forward such rebate, savings or other incentive to the Township. All notifications under this Paragraph shall be sent to [ewry.cedarvilletownship@gmail.com](mailto:ewry.cedarvilletownship@gmail.com).

### TAXES

OHIO SALES TAX: Not applicable to Township purchases.

FEDERAL EXCISE TAX: Not applicable to purchases for essential government functions.

## 1.1 INTRODUCTION

The Board of Trustees of Cedarville Township, Greene County, Ohio is accepting sealed bids for the repair of the Cedarville Opera House roof. The purpose of this Invitation to Bid (“ITB”) is to select a Bidder who submits the lowest and best bid that can best meet the requirements of this ITB. The Bidder selected from this ITB process shall provide all materials and labor to repair the roof of the Cedarville Opera House, as defined in **Section 4.0, Requirements and Specifications**.

## 1.2 Township:

The ITB, the evaluation of responses, and the award of any resultant contract shall be made in conformance with the Ohio Revised Code.

The mailing address for the issuing officer for sending a bid, asking questions regarding the bid process, technical issues, or the Scope of Service is:

**Jeff Ewry, Trustee  
Cedarville Township  
PO Box 13  
74 Main Street  
Cedarville, Ohio 45314**

All questions regarding this bid must be presented in writing and e-mailed or faxed to:  
[ewry.cedarvilletownship@gmail.com](mailto:ewry.cedarvilletownship@gmail.com)  
**(Bid name should be entered in the subject line of the e-mail).**

## 1.3 Bidders Conference and Registration Process:

A Bidder’s Conference will take place at the Cedarville Township office at 74 Main Street, Cedarville Ohio 45314 on June 26 , 2020 at 9:00 A.M. The purpose of the conference is to answer questions related to the ITB. **The Bidder’s Conference is mandatory, and no other opportunity to visit this site will be provided.**

Bidders interested in submitting bids must register by e-mailing the registration form document to:

[ewry.cedarvilletownship@gmail.com](mailto:ewry.cedarvilletownship@gmail.com)  
**(Bid name should be entered in the subject line of the e-mail)**

Registration helps ensure that bidders receive all addenda and copies of all questions and answers given.

If the Bidder attempts any unauthorized communication with individuals associated with this project or ITB, the Township will reject the Bidder's bid.

The definition of individuals associated with this project is further defined as:

- Public Officials
- Project Managers and their staff assigned to the project
- Issuing Officer
- Individuals involved with the evaluation process
- Any of the Township's external customers

**The integrity of the competitive bid process is very important to the Township in the administration of its business affairs, the residents of the Township and the Bidders and vendors that participate in the process in good faith. Behavior by Bidders and vendors who violate or attempt to manipulate the competitive bid process in any way are taken very seriously.**

Examples of unauthorized communication are:

- Telephone calls
- Letters, e-mails or faxes regarding the project or its evaluation prior to the award made to anyone other than the Cedarville Township Point of Contact.
- Visits in person or through a third party attempting to obtain information regarding the ITB

Communication being e-mailed or mailed regarding the legal bid process, technical aspects, requirements or the Scope of Service are to be sent to the Township, as identified in **Section 1.2, Township**. No questions can be received after **July 2, 2020 at 12:00 P.M. EST**. The final responses will be e-mailed on **July 9, 2020** at the close of business. Only Bidders who register for the ITB will receive copies of all questions and answers.

#### **1.4 Bidder Disclosures:**

Bidder certifies that Bidder has no final judgments against it that have not been satisfied at the time of award in the total amount of fifty percent (50%) of the bid amount of this project.

## **1.5 Bidder Examination of the ITB:**

Bidders shall carefully examine the entire ITB and any addenda thereto, all related materials and data referenced in the ITB or otherwise available, and shall become fully aware of the nature of the request and the conditions to be encountered in providing the requested products, meeting the requirements and performing the requested services.

If the Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this ITB, it shall immediately notify the Issuing Officer of such error in writing and request clarification or modification of the ITB. Modifications shall be made by addenda issued pursuant to **Section 1.6, Addenda to ITB**. Clarification shall be given by e-mail to all parties who registered without divulging the source of the request. All Bidders who plan to submit a bid must register as described in **Section 1.3- Registration Process**.

If a Bidder fails to notify the Township prior to **July 17, 2020 at 12:00 P.M. EST** of an error in the ITB known to the Bidder, or if an error that reasonably should have been known to the Bidder, the Bidder shall submit its bid at the Bidder's own risk, and if awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **1.6 Addenda to ITB:**

Any addenda to this ITB will be issued by the Township Issuing Officer by e-mail to all Bidders who have registered using the procedure previously mentioned in **Section 1.2, Bidders Conference and Registration Process** of the ITB.

## **1.7 Availability of Funds:**

This ITB is conditioned upon the availability of local funds (General Fund), which are appropriated or allocated for payment of the proposed goods or services. If, during any stage of this ITB process, funds are not allocated and available for the proposed services, the ITB process will be canceled. The Township will notify the Bidder at the earliest possible time if this occurs. The Township is under no obligation to compensate Bidder for any expenses incurred as a result of the ITB process and County will incur no liability whatsoever due to the cancellation of such process.

## **2.1 SUBMISSION OF BID**

### **2.2 Preparation of Bid:**

Bids must include a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the ITB. Expensive binding, colored displays, promotional materials, graphics etc. are not necessary or desired.



Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying. Emphases must be concentrated on conformance to the ITB instructions, responsiveness to the ITB requirements, completeness, and clarity of content.

Bidders responding to the ITB must complete all forms and attachments. Incomplete submissions by Bidders will be rejected.

All bids submitted shall become the property of the Township to use or, at its option, return. All bids and associated documents will be considered to be public information and will be open for inspection to interested parties after contract is awarded unless identified as trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the bid. Each page containing such material must:

1. Be placed in a sealed envelope
2. Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
3. Be placed in the required order of the response format.

**For Example**, if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret, then:

- The words “Trade Secret” would be stamped in the corner of the page 6
- Page 6 would be placed in an envelope; and
- The envelope that is stamped containing a “Trade Secret” is placed after page 5.

**DO NOT MARK EVERY PAGE OF YOUR BID AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR BID MAY BE REJECTED.**

**It will be the Bidders’ sole responsibility to legally defend the actions of the Township for withholding Bidder’s documents as trade secret or otherwise exempted information if the issue is challenged.**

### **2.3 Bid Cost:**

The cost of developing bids is entirely the responsibility of the Bidder and shall not be chargeable to the Township under any circumstances. The Bidder must certify that the bid and pricing will remain in effect for the duration specified. All materials submitted in response to the ITB will become the property of the Township and may be returned only at the Township’s option and at the Bidder’s expense.

## **2.4 False or Misleading Statements:**

Bids which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Bidder, may be rejected. If, in the opinion of the Township, such information was intended to mislead the Township, in its evaluation of the bid and the attribute, condition, or capability, the bid will be rejected. **Bidders who mislead the Township by providing demonstrations with products, features or services that are not included in their bid will have their bid rejected.**

## **2.5 Bidder Representative's Signature:**

An individual who is authorized to contractually bind the Bidder shall sign the bid. The signature must indicate the title or position the individual holds with the Bidder. Entities, which sign contracts in the name of the Bidder, must provide the name of a corporate officer for signature validation by the County. Any and all unsigned bids will be rejected.

## **2.6 Delivery of Bids:**

Bidders must mail or deliver 3 original copies of the entire sealed bid to the **Township Trustees** at PO Box 13, 74 Main Street, Cedarville, Ohio 45315, no later than **12:00 P.M. on July 17, 2020**. Sealed bids must be delivered prior to the time of the bid opening or they will be rejected. Bidder is solely responsible for the timely delivery of their bid. All bids must reference **ITB Cedarville Opera House Roof Repair**. The cost sheet issued with the bid may not be altered.

Bids received after the deadline will not be considered. No telegraphic, facsimile, or telephone bids will be accepted. If mailed, the Bidder should use certified or registered U.S. mail, UPS, DHL, or Federal Express.

**It is absolutely essential that Bidders carefully review all elements in their final bids. Once opened, bidders cannot alter their bid; however, the Township reserves the right to request information or respond to inquiries for clarification purposes only.**

## 2.7 Acceptance and Rejection of Bids:

The Township reserves the right to:

- Award a contract received on the basis of individual items, or on the entire list of item
  - .Award or not award any portion of a contract
  - Award a contract to multiple Bidders
  - Reject any or all bids, or any part thereof
  - Waive any informality in the bids; or
  - Eliminate conditions or terms that are not in the best interest of the Township and its residents
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- The Township makes no representations or guarantees as to any minimum amounts being purchased by the County or if the County will purchase through this ITB.

## 2.8 Evaluation and Award of Contract:

Preliminary Bid Review:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the bid materials adhere to the minimum requirements (and mandatory conditions) specified in the ITB and that all required forms are properly completed. Bids which successfully complete the first stage will be deemed “Compliant.” Those which do not complete the first stage will be deemed “Non-Compliant.” “Non-Compliant” bids will be placed in the inactive file.

**Partial submissions or bids submitted after the designated deadline will be determined to be non-compliant and will be deemed “Non-Compliant.”**

- **Stage 1 Review**

Bidders are required to submit bids in accordance with Section 5 of this ITB. All bids will be initially reviewed by the Issuing Officer to ensure that the bid meets the requirements for submission set forth in this ITB (i.e. timeliness, number of copies, formatting, inclusion of bond and forms, etc.). If a bid is deemed by the Issuing Officer as meeting all such requirements, the bid shall be reviewed and evaluated in accordance with the evaluation criteria set forth in this ITB (Stage 2). At any time during the evaluation process, the Township may request additional information from the Bidder. Such information requests and Bidder’s responses must always be in writing. Information may be requested from sources outside the bid document.

**Bids which do not meet all of the above Stage 1 review submission requirements will be deemed “Non-Compliant” and will not be reviewed for Stage 2.**

- **Stage 2 Review**

All “Compliant” bids will be reviewed, evaluated and rated. Comparisons among or between bids that are not appropriate will not occur. At any time during the evaluation

process, the Township may request additional information from the Bidder. Such information requests and Bidder's responses must always be in writing. Information may be requested from sources outside the bid document

All information obtained will be used in conjunction with the data from Stages 1 and 2 to make a final selection.

The evaluation will include, but will not be limited to:

- Overall responsiveness, viability and completeness of the bid as well as the likelihood that, in the Township's opinion and in the Township's discretion, the bid best meets or exceeds the Township's specifications;
- Bidder references;
- The criteria for the Stage 1 review;
- Completeness of all forms;
- Information in the Executive Summary;
- Personnel Qualifications;
- Distinguishing Characteristics;
- The Cost of the Proposed Products, Services and Goods
- Any other facts considered relevant by the Township and demonstrated by the bid or investigation by the Township, including but not limited to: the financial stability of the Bidder; fiscal and technical capability of providing the services required by the Township; the Bidder's history, if any, of defaulting on a project and history of litigation;
- Preference will be given to Bidders that, to the extent practicable, use and cause all of its contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project;
- Experience with a similar project of comparable size and scope;
- Experience repairing slate roofs;
- Samples will be evaluated (if applicable);
  - Ability to meet requirements, functionalities, products and services set forth in section 4 of this ITB;
  - Ability to meet the timelines and deadlines set forth in Section 4 of this ITB; and
  - Bidder's inclusion of exceptions to this ITB which do not result in rejection of

the bid.

## **2.9 Bid Selection:**

Bid selection does not guarantee a contract will be awarded. The selection process includes:

- All bids will be evaluated in accordance with **Section 2.8, Evaluation and Award of Contract**. The bid is rated based on the criteria in the ITB.
- Based upon the results of the evaluation, the Township will select a Bidder(s) who it determines to be the lowest and best bidder(s) meeting all required specifications.
- The Township will work with the Bidder(s) who was selected as the lowest and best Bidder to finalize the details of the contract document.
- If the Township and the Bidder are able to successfully finalize the contract document details, the Township will bring a recommendation to the Board of Trustees for the final award of a contract.
- If the Township determines that the Township and the Bidder are unable to successfully come to terms regarding the contract, the Township reserves the right to terminate contract discussions with the Bidder(s). In this event, the Township reserves the right to select another Bidder(s) from the bid process, cancel the ITB, or reissue the ITB if this is deemed necessary.

## **3.1 TERMS AND CONDITIONS:**

The contents of the ITB and the commitments set forth in the selected bids shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

All legally required terms and conditions shall be incorporated into final contract documents with the selected Bidder. The final contract will also contain additional provisions other than those that are set forth in this Section 3.0.

The ITB and the Bidder's bid shall be included as part of any resulting contract. Should there be any inconsistencies between the incorporated documents the order of controlling document shall be: first, the Contract Agreement; second, the ITB; and third, the Bidder's bid.

**All deviations or exceptions from the ITB in the Bidder's bid must be listed and clearly explained under a special section identified as "Deviations and Exceptions to ITB".**

### **3.2 Type of Contract:**

The evaluation of bids submitted in response to this ITB may result in the issuance of a contract. The contract shall incorporate the terms, conditions, and requirements of the ITB, the Bidder's bid, and all other agreements that may be reached.

If the Bidder proposes a different type of approach, it must describe the contractual protection offered to ensure successful completion of the project. If the Bidder proposes a multi-Bidder or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance the Bidder offers.

The successful Bidder's bid, this ITB, and other applicable addenda will become part of the final contract and will merge into the contract.

### **3.3 Contract Period, Funding and Invoicing:**

The Bidder can claim payment only for good and services already satisfactorily provided. Payment by the Township is made within thirty (30) days after verification and acceptance of invoices presented by the Bidder along with any required documentation.

### **3.4 Confidentiality and Security:**

Any Bidder or contractor engaging in any service for the Township requiring them to come into contact with confidential Township information will be required to hold confidential such data made available to them.

### **3.5 Cedarville Township Employees:** Selected Bidder warrants that, for the duration of the contract and all amendments or renewals, the Bidder will not solicit Township employees to work for Bidder.

### **3.6 Insurance Requirements**

## **GENERAL CONDITIONS**

### **Bidder's Insurance Provisions**

During the Agreement and for such additional time as may be required, Bidder shall provide, pay for, and maintain in full force and effect the insurance outlined herein for coverage at not less than the prescribed minimum limits covering Bidder's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Bidder or subcontractor or by anyone for whose acts any of them may be liable.

**Certificates of Insurance**

Before starting work, Bidder shall give the Township a certificate of insurance completed by Bidder's duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

**Cedarville Township  
c/o Jeff Ewry  
P.O. Box 13  
74 Main Street  
Cederville, OH 45314**

Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Board of Trustees, Cedarville Township and its officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be on an ACORD or ISO form.

The Bidder shall furnish Cedarville Township with a Certificate of Insurance describing the insurance specified under the agreement. The certificate shall be provided on an ACORD 25 form or equivalent. The Bidder shall furnish Cedarville Township with a copy of the Worker's Compensation Insurance Certificate if it is not described in the ACORD 25 insurance certificate.

Failure of the Township to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence provided shall not be construed as a waiver of Bidder's obligation to maintain such insurance.

The acceptance of delivery by Township of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The Township shall have the right, but not the obligation, of prohibiting the Bidder or its subcontractor(s) from conducting business with the Township until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Township.

If Bidder fails to maintain the insurance as set forth herein, the Township shall have the right, but not the obligation, to purchase said insurance at Bidder's expense. Alternatively, the Bidder's failure to maintain the required insurance may result in termination of this Agreement at County's option.

If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Bidder's final invoice.

All certificates of insurance shall reference the project/contract number for which the insurance is being provided.

### **Insurer Qualifications**

To the extent feasible, all insurance shall be provided through companies admitted to do business in the State of Ohio. Insurance policies provided by companies not admitted to do business in the State of Ohio shall be reviewed by the Cedarville Township Trustees. Each company shall minimally have an A.M. Best rating of A-: VII. In addition, certified copies of all insurance policies or amendatory endorsements required shall be provided to the Township within ten (10) days of Bidder's written request for those copies.

### **Insurance Primary**

All coverage required of Bidder shall be primary over any insurance or self-funded program carried by the Township. Any insurance or self-insurance maintained by the Township shall be excess of the Bidder's insurance and shall not contribute to it.

### **No Reduction or Limit of Obligation**

By requiring insurance, the Township does not represent that coverage and limits shall necessarily be adequate to protect Bidder. Insurance effected or procured by Bidder shall not reduce or limit Bidder's contractual obligation to indemnify and defend Township for claims or suits which result from or are connected with the performance of this Agreement.

### **Additional Insured**

To the extent commercially available, the policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers' compensation, shall defend and include the Board of Trustees, Cedarville Township, Greene County, Ohio and its officials, officers, employees, agents, and volunteers as additional insureds on a primary basis for work performed under or incidental to this Agreement. The form of the Additional Insured endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the Additional Insureds have other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of Bidder's insurance shall not be reduced by the



existence of such other insurance.

### **Severability of Interests**

Bidder shall require all insurance policies in any way related to the goods or services provided under this Agreement and secured and maintained by Bidder to include a severability provision or an endorsement waiving “cross claim exclusion between insureds” verbiage contained therein. Bidder shall require of subcontractors, by appropriate written agreements, similar waivers are included in subcontractor’s insurance policies.

### **Duration of Coverage**

All required coverage shall be maintained without interruption during the entire term of this Agreement. The products and completed operations coverage under the Commercial General Liability policy shall maintain coverage for the entire term of this Agreement, plus an additional two (2) years, following final acceptance of the product(s) or the service(s) by the Township.

### **Continuous Operation**

Bidder’s general liability insurance policy must be endorsed to reflect the fact that Township and any tenants shall continue to operate business activities of Bidder and that no property used in connection with Township and tenants’ activities shall be considered by Bidder’s insurance company as being in the care, custody, or control of Bidder.

### **Retroactive Date and Extended Reporting Period**

If any insurance required herein is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the project. Further the policy shall state that in the event of cancellation or non-renewal, claim discovery period or “tail coverage” shall be 1 year beyond the cancellation date.

### **Subcontractor’s Insurance**

Bidder shall cause each subcontractor contracted by Bidder, under this agreement to purchase and maintain insurance of the types specified below. When requested by the Township, the Bidder shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

### **Joint Ventures**

If Bidder is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverage specified here or the joint venture shall be the Named Insured under each policy specified.

**Waiver of Subrogation**

Bidder shall require all insurance policies in any way related to the work and secured and maintained by Bidder to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the Township. Bidder shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

**Cooperation**

Bidder and Township agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

**Adjustment of Losses**

Any Township's first party loss insured under the policies required herein shall be adjusted by Bidder and Township, as their interest may appear, and made payable to Township as trustee for the insured's as their interest may appear, subject to the requirements of any applicable mortgagee clause. The Township, as trustee, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after the loss to Township's exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the Township shall be chosen promptly.

The Township, as trustee, shall in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators shall direct such distribution.

**Replenishments of Limits**

At Bidder's expense, all limits must be maintained at all times due to claims on this project or any other project. Failure to do so may result in cancellation of this Agreement at the Township's sole discretion. If Bidder fails to renew, replace or replenish the coverage required, Township may do on Bidder's behalf and deduct the cost from Bidder's payments.

**Insurance Limits and Coverage**

To the extent applicable, the amounts and types of insurance shall conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms, and endorsements.

If Bidder has any self-insured retentions or deductible under any of the following minimum required coverage, Bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible shall be Bidder's sole responsibility.

**Commercial General Liability**

Bidder shall maintain commercial general liability insurance covering all operations by or on behalf of Bidder on an occurrence basis against claims for personal injury

(including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate
- \$100,000 fire liability

Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Blanket contractual liability
- Broad form property damage
- Severability of interest
- Personal injury
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement

**Automobile Liability**

Bidder shall maintain business auto liability covering liability insurance arising out of any auto (including owned, hired, and non-owned autos) assigned to or used in performance of the work contemplated under this Contract. The policy shall be at least as broad as the current version of the ISO CA 00 01 form.

Minimum Limits:

- \$1,000,000 per occurrence
- \$2,000,000 in the aggregate

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

**Worker's Compensation**

Bidder shall maintain workers' compensation and employer's liability insurance. Minimum

Limits:

- Worker's compensation-statutory limit meeting the requirements under the laws of Ohio

**Employer's liability**

- \$1,000,000 bodily injury for each accident
- \$1,000,000 bodily injury by disease for each employee
- \$1,000,000 bodily injury disease aggregate

### **Umbrella/Excess Liability**

Bidder shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Commercial General Liability insurance, and Business Automobile Liability insurance, which is at least as broad as each and every one of the underlying policies.

The amounts of insurance required in this section General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- Minimum Limits:

\$3,000,000 combined single limit and aggregate limit.

Coverage:

- Additional insured endorsement
- Pay on behalf of wording
- Concurrency of effective dates with primary
- Blanket contractual liability
- Punitive damages coverage (where not prohibited by law)
- Aggregates: apply where applicable in primary
- Care, custody, and control-follow form primary
- Drop down feature
- Specific waiver of subrogation

Self Insured Retention

\$10,000

### **3.7 DEBARMENT AND SUSPENSION**

Bidder will, upon notification by any federal, state, or local government agency, immediately notify the Township of any debarment or suspension of Bidder being imposed or contemplated by the federal, state or local government agency. Bidder will immediately notify the Township if it is currently under debarment or suspension by any federal, state, or local governmental agency.

#### **4.0 REQUIREMENTS AND SPECIFICATIONS**

The intent of this ITB is to secure repairs to the Cedarville Opera House Roof.

Bidders wishing to submit bids are encouraged to utilize the question and answer period available during the bid process to make certain that the Township receives the best possible pricing.

#### **SPECIFICATIONS**

##### **Base Bid**

##### **SLATE REPAIR:**

Replace up to 100 damaged or missing slate

##### **VALLEY REPLACEMENT:**

Remove slate as needed

Remove ALL existing metal valleys

Install New copper valleys

Re-Install or Replace ALL slate as needed

Include copper pan at base of valleys and tower connection

##### **FRONT PILASTER:**

Re-flash both Pilasters in copper

##### **CHIMNEYS:**

Re-flash (4) Chimneys in hand soldered copper

##### **VENT BOOTS:**

Replace (4) vent boots in hand soldered copper

##### **RIDGE-HIP REPLACEMENT:**

Replace with new copper ridge roll

##### **DORMERS:**

Re-flash sides and fronts in copper

##### **PARAPET WALLS:**

Re-flash in copper

##### **Option 1:**

**UPPER GUTTERS:**

Remove slate as needed

Remove existing gutter liners

Inspect wood and repair as necessary

Install new hand soldered 20 oz copper gutter liners

Re-Install or Replace ALL Slate as needed

Replace ALL downspouts with new copper

## 5.1 BID FORMAT AND EVALUATION PROCESS

To expedite and simplify the process for evaluating bids, and to assure each bid receives the same orderly review, it is required that all bids be submitted in the format as described in this section. Bids must contain all the elements of information specified without exception.

Bid sections must be numbered corresponding to the following format:

Section 1	Cover Sheet
Section 2	Cost Sheet/Line Items
Section 3	Executive Summary
Section 4	Required Forms Section
Section 5	Bidder References
Section 6	Personnel Qualifications Section
Section 7	Distinguishing Characteristics

### 5.2 Section 1 – Cover Sheet/Bid Bond:

State the bid name and date. See page 2 of this ITB regarding Bid Bonds.

### 5.3 Section 2 – Cost Sheet/Line Items:

The cost sheet must be filled out in its entirety. Bids submitted with escalations and/or footnotes indicating changes or negotiations in price may be disqualified.

### 5.4 Section 3 – Executive Summary:

Provide the following information relative to the company:

- **Location of Company** – Provide the address for the company’s headquarters or name of the Bidder’s local office physically closest to the Village of Cedarville, Ohio (if applicable). Include a contact name, address, and phone number.
- **Bidder’s Primary Business** – State the company’s primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- **Company History** – Provide a brief history of Bidder’s organization. State briefly the programmatic and administrative experience qualifying the Bidder to perform the proposed services. Include the Bidder’s mission statement, philosophy of service, and any special qualifications.
- **History of Default or Litigation** – Provide detailed history if the Bidder has ever defaulted on a contract or had a contract prematurely terminated, or if there are any legal actions currently against them or anticipated to be against them, and describe the reasons for such actions. Further, the Bidder shall provide if it has initiated any legal actions against an entity with whom Bidder has entered a contract for service or supplies.

## 5.5 Section 4 – Required Forms:

All questionnaires and all bid forms must be filled out in their entirety and included in this section.

The required forms are listed below and are attached:

- Registration Form
- Proposal or Bid Form
- Personal Property Tax Form
- Warranty Unresolved finding
- Bid Guaranty
- Contractor Certification (if applicable)
- Questionnaire (if applicable) Didn't see an example of this questionnaire.
- Cost Sheet (**Attachment A**) Didn't see an example of this.

## 5.6 Section 5 – Bidder References:

The Bidder must list at least three (3) references\* for whom products/services were sold/provided similar in nature and functionality to those requested by Cedarville Township.

Each reference must be accompanied by:

- Company Name
- Address
- Phone Number, E-mail and Fax Number
- Contact Person
- Nature of Relationship and Service Performed
- Time Period of Contract

*\*If references cannot be provided, explain why*

## 5.7 Section 6 – Personnel Qualifications:

For key personnel who will be working on the project, please submit resumes with the following (Available electronically):

- Proposed Role



- Job Description
- Industry Certification(s) and Educational Background
- Work History
- Personal Reference (company name, contact name and phone number, scope and duration of project)

**5.8 Section 7 – Distinguishing Characteristics:**

Bidders are encouraged to identify their services' distinguishing characteristics, which should be reviewed. These characteristics may be beyond the scope of this project if the Bidder deems they would provide value to the long-term goals of the Township.

**5.8 Section 8 – Contract Terms:**

Bidders will find a sample contract into which they will be expected to enter.

SECTION1- COVER SHEET (you may use your own cover sheet including this certification)

**Cover Sheet**

**Opera House Roof Repair**

**ENTER DATE**

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

By submitting this bid and signing below, I, \_\_\_\_\_, \_\_\_\_\_ of  
(print name) (office/title)  
\_\_\_\_\_ certify that that information contained herein is accurate  
(name of company)  
and complete.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

SECTION 2- COST SHEET/LINE ITEMS (attach any necessary pages)

**Opera House Roof Repair - Attachment A- Cost Sheet**

<b>Base Bid</b>	
<b>Option 1 Bid</b>	
<b>Warranty</b>	
<b>Other</b>	

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Signature:**

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

Section 3- Executive Summary- (use the form provided or submit your own)

**Suppliers Note:** Include all of your forms with your proposal in a sealed envelope.

Name of Company:XXXX

Address:XXXX

Phone:XXXXX

Fax:XXXX

Contact:XXX

E-mail:XXXX

Primary Business:

XXXXXXXXX

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Company History:

XXXXXXXXXX

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History of Default or Litigation:

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SECTION 4- REQUIRED FORMS- (must be contained in bid)

**REGISTRATION FORM**

**PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT**

**ITB#: Cedarville Opera House Roof Repair**

**All inquiries regarding this ITB are to be e-mailed or mailed to:**

**Jeff Ewry, Trustee**

**PO Box 13**

**74 Man Street**

**Cedarville, Ohio 45315**

**Email: ewry.cedarvilletownship@gmail.com**

The Township will not entertain any oral questions regarding this ITB. Other than specified above, no bidder may contact any township official, employee, project team member or evaluation team member. Bidders are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this ITB. **Inappropriate contact including attempts to influence the ITB process, evaluation process or the award process by bidders or by others on their behalf will result in bid rejection.**

***The only appropriate contact is with the Township as listed above. Have you been banned***

**from doing business with the State of Ohio? \_\_\_\_\_**

Please e-mail this page to the Township as soon as possible.

By e-mailing this page to the Township, you will be registering your company's interest in this ITB, attendance at pre-bid conference, and it will ensure you will receive all addenda or correspondence. Your signature is an acknowledgement that you have read and understand the information contained on this page. Cedarville Township will not be responsible for the timeliness of the delivery via U.S. Mail

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CITY, STATE &amp; ZIP CODE:</b>	
<b>SALES REPRESENTATIVE'S NAME:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE ATTENDING PREBID (IF APPLICABLE):</b>	
<b>SIGNATURE:</b>	

**PROPOSAL OR BID**

**Suppliers Note:** Include all of your forms with your proposal in a sealed envelope.

**TO: Cedarville Township**

**FOR THE CONSTRUCTION/REMOVAL/REPLACEMENT OF:**

AMOUNT OF BASE BID \$ \_\_\_\_\_

AMOUNT OF ALTERNATES \$ \_\_\_\_\_

TOTAL AMOUNT OF BID \$ \_\_\_\_\_

In compliance with the foregoing invitations for bids, and subject to all conditions set forth, the undersigned offers and agrees, after having carefully examined the specifications, if this bid is accepted within a reasonable time from the date of the opening, to furnish any or all of the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item.

The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, and Specifications and Plans become a part of this proposal.

Delivery, to destination as shown, on any or all of the items will be completed within the specified time period indicated in **Section 4.0 of the ITB.**

**IMPORTANT:** As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested.

**TAXES:** Ohio Sales Taxes are not applicable to Greene County purchases.

**TAX ID #:**

**PRINT NAME:**

**SIGNATURE:**

**TITLE:**

**NAME OF COMPANY:**

**NOTE:** Your attention is called to the fact that a bond or certified check must accompany this proposal if so specified in the "INVITATION."

**HAVE YOU PROPERLY SIGNED YOUR BID AND BOND?**

**XX/XX/XX**

**DATED**

**ADDRESS**

**PHONE NUMBER**

**PERSONAL PROPERTY TAX STATEMENT**

**Suppliers Note:** This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company I represent is not delinquent in the payment of personal property taxes to the State of Ohio or any subdivision thereof.

SIGNATURE

PRINT NAME

TITLE

**TO BE COMPLETED BY NOTARY PUBLIC**

On \_\_\_\_\_, there appeared before me  
DATE

PRINT NAME

, saying that he/she is

PRINT  
TITLE

of

\_\_\_\_\_  
PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed in good faith.

SIGNATURE OF NOTARY PUBLIC

**WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY**

(Formerly State of Ohio Debt)

**Suppliers Note:** This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 9.24 of the Ohio Revised Code, I hereby certify that the company I represent does not owe any money to the State of Ohio.

SIGNATURE

PRINT NAME

TITLE

**TO BE COMPLETED BY NOTARY PUBLIC**

On \_\_\_\_\_, there appeared before me  
**DATE**

\_\_\_\_\_, saying that he/she is  
**PRINT NAME**

\_\_\_\_\_ of,  
**PRINT TITLE**

\_\_\_\_\_ **PRINT NAME OF COMPANY**

and that he/she understands all of the implications of the above statement and has signed in good faith.

SIGNATURE OF NOTARY PUBLIC



## **BID GUARANTY**

### **INSTRUCTIONS FOR FILLING OUT THE BOND:**

The bond must be executed by an authorized surety, guaranty, or trust company. The amount of surety required will be determined by the Township and set forth in the bid documents. The Township shall determine the sufficiency of all sureties. If corporate surety is given, the surety or guaranty company must indicate in the bond the state in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond must accompany the same. A certified or cashier's check may be submitted in lieu of the bond.

**The surety or guaranty company's own form may be substituted for the bond form in the invitation to bid.**

### BID GUARANTY

#### **(R.C. 153.54(B) Bid Bond for Full Amount of Bid)**

**Suppliers Note:** Please print and complete document. The surety must be submitted with the bid. **The actual bond or check must be received by 12:00 p.m. at the bid ending date and delivered to Cedarville Township Attn: Jeff Ewry PO Box 13, 74 Main Street, Cedarville, OH 45315.** Bid proposals that do not have the actual bond or check present at the time of opening will be considered noncompliant and will not be read.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as principal and \_\_\_\_\_ as sureties, are hereby held and firmly bound unto the Board of Trustees, Cedarville Township of Greene County, Ohio, as obligee, in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_, to undertake the project known as **Opera House Roof Repair**. 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 bids 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 foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid including alternates, 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. Signed and this \_\_\_\_\_ day of \_\_\_\_\_, 20XX. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for **Opera House Roof Repair**.

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 per cent 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 pays to the obligee the difference not to exceed ten per cent 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 null and 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;

Now also, if the said principal shall well and faithfully do and perform the things agreed by the principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, 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 materials suppliers 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 agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

**SIGNED AND SEALED** This \_\_\_\_\_ day of \_\_\_\_\_, 2018

**PRINCIPAL:**

**COMPANY ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

Street

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

\_\_\_\_\_

City

State

Zip

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

**SURETY:**

**SURETY COMPANY ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

Street

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

\_\_\_\_\_

Attorney-in-Fact

City

State

Zip

Approved as to form: \_\_\_\_\_ on behalf of the Greene County Prosecuting Attorney When does this get filled in?

**BID GUARANTY  
(R.C. 153.54(A)(2) & (C))  
CERTIFIED CHECK OR CASHIER'S CHECK**

Check # \_\_\_\_\_ in the amount of \_\_\_\_\_ dollars drawn  
on \_\_\_\_\_ bank is herewith submitted and deposited in  
lieu  
of bond under the same terms and conditions as set forth below.

**(R.C. 153.54(C)(1) Form of Bond)**

**Suppliers Note:** Please print and complete document. The surety must be submitted with the bid. **The actual bond or check must be received by 12:00 p.m. at the bid ending date and delivered to Cedarville Township Attn: Jeff Ewry PO Box 13, 74 Main Street, Cedarville, OH 45315** Bid proposals that do not have the actual bond or check present at the time of opening will be considered non-compliant and will not be read.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as principal and \_\_\_\_\_ as sureties, are hereby held and firmly bound unto The Board of Trustees, Cedarville Township of Greene County, Ohio as obligee, in the penal sum of \_\_\_\_\_ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, enter into a contract with The Cedarville Township Board of Commissioners, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by the principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, 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 supplier 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 agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

CONTRACTOR CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):	Date
	Cedarville Opera House Roof Repair

1. The undersigned, having executed a contract with Cedarville Township in the amount of \$ \_\_\_\_\_ for the construction of the above identified project, acknowledges that:
  - a. The Labor Standards Provisions are included in the aforesaid contract:
  - b. Correction of any infractions of the aforesaid conditions, including infractions by any of his/her subcontractors and any lower tier subcontractors, is his/her responsibility:

- 
2. S/he certifies that:
    - a. Neither s/he, nor any firm, partnership or association in which s/he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulation of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended {40 U.S.C. 276a-21(a)}, or through the Ohio Department of Commerce, Division of Industrial Compliance for a violation of Chapter 4115 of the Ohio Revised Code.
    - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

- 
3. S/he agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontracted, including those executed by his subcontractors or any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

- 
4. S/he certifies that:
    - a. The legal name and the business address of the undersigned are:
    - b. The undersigned is:

1. A Single Proprietorship of Ohio
2. A Partnership

3. A Corporation organized in the State
4. Other Organization (Describe):

c. The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if none, state so):

NAME	TITLE	ADDRESS

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (if none, so state):

NAME	TITLE	ADDRESS

\_\_\_\_\_  
(Contractor)

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

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

**WARNING**

U. S. CRIMINAL CODE, Section 1015, Title 18, U.S.C., provides in part: "Whoever ..... makes, passes, utters or publishes any statement, knowing the same to be false ... shall be fined no more

than \$5,660.00 or imprisoned not more than two years, or both.”

Section 5- Bidder References (use the form provided or submit your own)

**Suppliers Note:** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Company:XXX  
ITB#:XXX  
ITB Name:XXX

Business Name: XXX  
Contact Name:XXX  
Address:XX  
Phone:XX  
E-mail:XX  
Projects similar to this bid:XXXX

Business Name:  
Contact Name:  
Address:  
Phone:  
E-mail:  
Projects similar to this bid:

Business Name:  
Contact Name:  
Address:  
Phone:  
E-mail:  
Projects similar to this bid:

Business Name:  
Contact Name:  
Address:  
Phone:  
E-mail:  
Projects similar to this bid:

Section 6- Personnel Qualifications (use the form provided or submit your own)

**Suppliers Note:** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

List names and titles of personnel that will be associated with this bid/contract. Attach work history if desired.

Name:XXX  
Title:XXX  
Proposed Role:XX  
Industry Certification & Educational Background:XXX  
Job Description:XXX

Name:  
Title:  
Proposed Role:  
Industry Certification & Educational Background:  
Job Description:

Name:  
Title:  
Proposed Role:  
Industry Certification & Educational Background:  
Job Description:

Name:  
Title:  
Proposed Role:  
Industry Certification & Educational Background:  
Job Description:

Personal Reference:

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Work History:

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Section 7- Distinguishing Characteristics (use the form provided or submit your own)

**Suppliers Note.** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Bidders are encouraged to identify their services' distinguishing characteristics, which should be reviewed. These characteristics may be beyond the scope of this project if the Bidder deems they would provide value to the long-term goals of Greene County.

XXXXX

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**Section 8 - Contract Language**

The proposer agrees to adhere to the following Township requirements in order for the proposal to be complete, responsive and qualified:

AGREEMENT FOR SERVICES

BY AND BETWEEN

\_\_\_\_\_,  
(Fill in Individual Person, Company or Firm)

HEREINAFTER REFERRED TO AS (“INDEPENDENT CONTRACTOR”)

AND

Cedarville Township Board of Trustees,

HEREINAFTER REFERRED TO AS (“Township VENDEE”)

This Agreement by and between the Independent Contractor, whose principal place of business is located at \_\_\_\_\_ and the Township Vendee, whose principal place of business is located at \_\_\_\_\_, is effective as of the date of the signatures affixed hereto unless otherwise indicated or specified in the Scope of Work, labeled and attached hereto as Exhibit 1.

**ARTICLE I: STATEMENT OF WORK**

1. The Independent Contractor shall undertake the work and activities set forth in the **Cedarville Opera House Roof Repair** Bid Documents, and the Scope of Work, labeled Exhibit 1, which is attached hereto, made a part hereof, and incorporated by reference as is fully rewritten herein.
2. The Independent Contractor declares that he/she is engaged as an independent business and had complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to, any insurance coverage that is required in the normal course of business, as well as any specialized insurance that is specified in the **Cedarville Opera House Roof Repair** Bid Documents, and that may be required to carry out his/her business and perform under the terms of this Agreement.
3. The Independent Contractor agrees that he/she does not have any authority to sign agreements, notes and/or obligations, or to make purchases, sign drafts, purchase orders, vouchers, and/or dispose of property for or on behalf of the Township Vendee.

4. If applicable, the Independent Contractor shall deliver, assign, transfer and convey to the Township Vendee or its authorized representative all rights, title to and interest in all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation and other materials and property prepared or developed or created or discovered under or in connection with this Agreement (the “Deliverables”).
5. The Independent Contractor declares that he/she is engaged in the same or similar activities for other clients or customers, or that he/she is free to do so, and that the Township Vendee is not his/her sole, only, and/or exclusive client or customer.
6. The Independent Contractor shall furnish professional services performed in accordance with applicable commercial standards necessary for the satisfactory performance of the work hereunder. Services shall be performed by the Independent Contractor and the Township Vendee shall not hire, supervise or pay any assistants to the Independent Contractor in his/her performance under this Agreement. The Township Vendee shall not be required to provide any training to the Independent Contractor to enable him/her to perform services required hereunder except to provide general information or data to enable the Independent Contractor to perform under this Agreement.
7. The Independent Contractor shall furnish his/her own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the work hereunder. Neither the Independent Contractor nor his/her personnel shall, at any time or for any purpose, be considered as employees or agents of the Township Vendee, the Cedarville Board of Trustees or any elected official of Cedarville Township for whose benefit, either directly or indirectly, the work hereunder is being performed.
8. The Township Vendee may, from time to time, as it deems appropriate, communicate specific instructions and requests to the Independent Contractor concerning the performance of the work described in this Agreement. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of said tasks by the Independent Contractor. The management of the work, including the exclusive right to control or direct the manner or means by which the work described hereunder remains with and is retained by the Independent Contractor.

The Township Vendee retains the right to ensure that the work of the Independent Contractor is in conformity with the terms and conditions of this Agreement, as specified herein, and as specified in the Scope of Work, labeled Exhibit 1.

9. The Independent Contractor shall determine the hours required to perform the services to be provided under this Agreement, and retains discretion over its schedule when performing services on the premises of the Township Vendee, subject to the County Vendee’s normal business hours and security requirements.

## ARTICLE II: CERTIFICATION OF FUNDS

It is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate agencies, and, when required, such expenditure of funds is approved by the Township Vendee, the County Auditor on behalf of and/or for the benefit of the Township Vendee, or, in the event that state and/or federal funds are used, until such time that the Township Vendee gives the Independent Contractor written notice that such funds have been made available for payment to the Independent Contractor.

## ARTICLE III: TIME OF PERFORMANCE

This Agreement shall remain in effect until the work described in Article I and the Scope of Work, labeled Exhibit 1, is completed to the satisfaction of the Township Vendee and the Independent Contractor is paid in accordance with Article IV, or until terminated as provided in Article VIII, whichever is sooner. This Agreement must be completed by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## ARTICLE IV: COMPENSATION

1. In consideration for the promises and the performance of the Independent Contractor as set forth herein, the Township Vendee agrees to:

Pay to the Independent Contractor, upon actual receipt of proper invoices, including time sheets, compensation upon completion of each deliverable as specified in Scope of Work, labeled Exhibit 1, or a lump sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) for services performed in accordance with Article I and Scope of Work, labeled Exhibit 1, of this Agreement.

An invoice is not proper if it contains a defect or impropriety. The Township Vendee shall notify the Independent Contractor within fifteen (15) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety. Invoices shall be sent to:

Cedarville Township  
PO Box 13  
74 Main Street  
Cedarville, OH 45314

Attention: Beki Ryan, Fiscal Officer

2. Unless expressly provided for elsewhere in this Agreement, the Independent Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement. Any exceptions to this term shall be expressly set forth in the Scope of Work, labeled as Exhibit 1.
3. It shall be mutually agreed and understood between the parties that the total amount to be paid by the Township Vendee to the Independent Contractor under this Agreement shall

in no event exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
unless the Independent Contractor receives prior approval from the Township Vendee  
and so notifies the Independent Contractor in writing.

4. The Contractor will complete and have on file with the County Vendee a current form **W-9 Request for Taxpayer Identification Number and Certification** which is attached hereto as Exhibit 2; and Ohio Public Employees Retirement System **Independent Contractor Acknowledgment** which is attached hereto as Exhibit 3.

#### **ARTICLE V: RECORD KEEPING REQUIREMENTS**

1. The Independent Contractor shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.
2. The Independent Contractor shall keep separate business records for this project, including records of disbursements made and obligations incurred in the performance of this Agreement which records shall be supported by the contracts, invoices, vouchers and other data as appropriate.

#### **ARTICLE VI: CONFLICTS OF INTEREST**

1. No personnel of the Independent Contractor or member of the governing body of the Township Vendee or any locality or other public official, elected official, or employee of any such entity in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Township Vendee in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Township Vendee shall determine that, in light of the personal interest disclosed, his or her participation in any such action not be contrary to the public interest, or in contravention of any provision of the Ohio Revised Code dealing with public contracts.

#### **ARTICLE VII: EQUAL EMPLOYMENT OPPORTUNITY**

1. In carrying out this Agreement, the Independent Contractor shall not discriminate against any employee or applicant for employment because of and shall ensure that applicants are hired and that employees are treated during employment without regard to race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status. Such action shall include, but not limited to the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of compensation; and Selection for Training including Apprenticeship.
2. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-

discrimination clause and shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age or Vietnam-era veteran status. The Independent Contractor shall incorporate the foregoing requirements of this paragraph in all of his/her agreements for any of the work prescribed herein and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

## **ARTICLE VIII: SUSPENSION AND TERMINATION PROVISIONS**

1. This Agreement may be terminated by the unilateral action of the Township Vendee by providing \_\_\_\_\_ days' written notice to the Independent Contractor of election to terminate, or if the Cedarville Township Board of Trustees, or any other state or federal entity whose monies are necessary to fund the work contemplated under this Agreement, fails to appropriate funds for any part of the work contemplated under this Agreement. Under these circumstances for termination due to lack of funding, the Independent Contractor, upon receipt of such notice from the Township Vendee, will immediately cease any and all work pursuant to this Agreement or the Scope of Work, labeled as Exhibit 1. The Independent Contractor will be eligible to collect for any and all work already completed or provided prior to receipt of such notice to terminate, under a theory of *quantum meruit*.
2. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of any such breach.
3. Upon providing written notice to the Independent Contractor, the Township Vendee may suspend or terminate this Agreement, in whole or in part, if the Independent Contractor failed to perform any of the requirements of this Agreement; or that the Independent Contractor is in violation of a specific provision of this Agreement; or if the Cedarville Township Board of Trustees, or any other state or federal entity whose monies are necessary to fund the work contemplated under this Agreement, fails to appropriate funds for any part of the work contemplated under this Agreement.
4. The Independent Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Township Vendee, furnish a report, as of the date of the receipt of notice of suspension or termination describing the status of all work under this Agreement including without limitation, results accomplished, conclusions resulting there from, and such other matters as the Township Vendee may require.
5. In the event of suspension or termination under this Article, the Independent Contractor shall be entitled to compensation, upon submission of the proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by the Township Vendee in accordance with Article IV, less any funds

previously paid by or on behalf of the Township Vendee. The Township Vendee shall not be liable for any further claims, and the claims submitted by the Independent Contractor shall not exceed the total amount of compensation stated in this Agreement. In the event of suspension or termination, any payments made by the Township Vendee in which services have not been rendered by the Independent Contractor shall be returned to the Township Vendee.

#### **ARTICLE IX: RESPONSIBILITY FOR CLAIMS**

The Independent Contractor agrees to indemnify and shall hold the Township Vendee harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Independent Contractor and from claim for wages or overtime compensation due itself or its employees in rendering services pursuant to this Agreement, including payment of all costs in defense of any claim under the Fair Labor Standards Act, as amended, or any other federal or state law. When applicable, Independent Contractor shall reimburse the Township Vendee for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by the Township Vendee to do so.

#### **ARTICLE X: COMPLIANCE WITH LAW**

The Independent Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. The Independent Contractor and his/her employees are not employees of the Township Vendee with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws, and state and/or federal retirement systems. The Independent Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Independent Contractor in the performance of the work authorized by this Agreement. The Township Vendee shall not be liable for any taxes under this Agreement.

#### **ARTICLE XI: LIMITATION OF LIABILITY**

The Township Vendee's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Independent Contractor under Article IV or the amount of direct damages incurred by the Independent Contractor, whichever is less. The Independent Contractor's sole and exclusive remedies for the Township Vendee's failure to perform under this Agreement shall be set forth in this Article.

**IN NO EVENT SHALL THE TOWNSHIP VENDEE BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE TOWNSHIP VENDEE HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

**NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, THE INDEPENDENT CONTRACTOR SHALL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGES TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY ITS FAULT OR NEGLIGENCE.**

**ARTICLE XII: CHANGES OR MODIFICATIONS**

This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.



### **ARTICLE XIII: ASSIGNMENT**

Neither this Agreement, nor any rights, privileges, duties, or obligations described herein, shall be assigned by either party hereto without the express written consent of the other party.

### **ARTICLE XIV: CONSTRUCTION AND CHOICE OF FORUM**

This Agreement shall be construed and interpreted, and the rights and privileges, and duties and obligations of the parties shall be determined in accordance with the laws of State of Ohio. The parties hereby agree to litigate any unresolved disputes arising from this Agreement in the state courts of Ohio located within Greene County, Ohio.

### **ARTICLE XV: DRUG-FREE WORKPLACE**

The Independent Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all of his/her employees, while working on the property of the Township Vendee, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

### **ARTICLE XVI: CONTRACTOR WARRANTY**

The Independent Contractor warrants that he/she is not subject to any unresolved finding for recovery with the office of either the State Auditor or the Ohio Attorney General.

### **ARTICLE XVII: LIABILITY INSURANCE**

1. CONTRACTOR shall provide the Board with proof of general liability insurance in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and as specified in the [Cedarville Opera House Roof Repair](#) bid documents. Such general liability insurance shall provide coverage for services to be performed under the terms of this Agreement. CONTRACTOR shall immediately notify the Board of any changes in coverage during the term of this Agreement, including the name of provider, amounts, essential terms affecting the services to be performed under this Agreement, and of any lapses in such coverage. CONTRACTOR'S Certificates of General Liability Insurance is attached hereto as Exhibit 2.
2. If operation of an automobile occurs in the performance of services undertaken by this Agreement, then automobile liability insurance shall be mandatory in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and as specified in the Cedarville Opera House Roof Repair bid documents.
3. During the performance of this Agreement, CONTRACTOR shall keep in full force and effect Workers Compensation Insurance and Employer's Liability Insurance, as specified in the Cedarville Opera House Roof Repair bid documents.
4. CONTRACTOR shall also maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above, and as specified in the [Cedarville Opera House Roof Repair](#) bid documents.

5. CONTRACTOR shall furnish to the Board a Certificate of Insurance certifying all of the minimum coverage as specified in the Cedarville Opera House Roof Repair bid documents, and as specifically specified herein. Said certificate shall include a Notice of Cancellation clause with notification being sent 30 days prior to cancellation to the Board office. Cancellation of insurance will constitute a default, which if not remedied within the 30 day notification period, and shall cause immediate termination of the Agreement.

#### **ARTICLE XVIII: NO THIRD PART BENEFICIARIES, ASSIGNEES OF RIGHTS OR DELEGATES OF DUTIES**

The parties further agree that it is their respective and collective intent in the formation of this Agreement to confer no rights or privileges upon any third parties, whether labeled intended or unintended third party beneficiaries, assignees of rights, or delegates of duties, including without limitation, any individual, corporation, other unincorporated business association, or political subdivision, or agency, department, board, commission, system, or service of the State of Ohio or of the United States.

The sole exception to this exclusion of the creation of rights in any third party beneficiary, assignees of rights or delegates of duties may involve non-parties to this Agreement who constitute a department, division, agency, board, commission, or political subdivision of Greene County, Ohio.

#### **ARTICLE XIX: SEXUAL HARASSMENT**

It is the policy of the County Vendee to maintain a working environment free from any discrimination and to prohibit sexual harassment among its employees and/or independent contractors, including discriminatory sexual advances or harassment that adversely affects and employee's or independent contractor's terms and conditions of employment or compliance with the agreement for independent contractor services.

Sexual harassment is defined as any unwelcome or unwanted sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature from someone in the workplace that creates discomfort and/or interferes with the job. The Independent Contractor agrees to abide by this policy.

#### **ARTICLE XX: PERFORMANCE AND PAYMENT OF BOND OR BONDS**

Following the form of Agreement, attached the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

**INDEPENDENT CONTRACTOR**

**TOWNSHP VENDEE**

\_\_\_\_\_  
(Name of Individual, Person, Company or Firm)

\_\_\_\_\_  
(Fill in Political Subdivision, Board, Commission,  
Department, Agency, or Elected Official)

\_\_\_\_\_  
(Name of Agent or Authorized Person)

\_\_\_\_\_  
(Name of Agent or Authorized Person)

\_\_\_\_\_  
(Street Address or P.O. Box)

\_\_\_\_\_  
(Street Address or P.O. Box)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Voice & Fax Phone Numbers)

\_\_\_\_\_  
(Voice & Fax Phone Numbers)

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

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

\_\_\_\_\_  
(Witness/Attest) (Date)

\_\_\_\_\_  
(Witness/Attest) (Date)

\_\_\_\_\_  
Social Security Number or  
Federal Tax I.D. Number

\_\_\_\_\_  
Approved as to Form (Date)  
Greene County Prosecutor

## SCOPE OF WORK

### Exhibit 1

The terms of this Agreement for Services by and between  
\_\_\_\_\_, the Independent Contractor and  
\_\_\_\_\_, the Township Vendee, commencing on the  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and shall end on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_.

The Independent Contractor hereby agrees that the scope of work under this Agreement

shall be as follows:

incorporate terms of the bid documents

EXHIBIT 2: CONTRACTOR'S LIABILITY COVERAGE CERTIFICATES  
**PERFORMANCE BOND**

KNOWN BY ALL MEN THESE PRESENTS, that we, the undersigned  
\_\_\_\_\_, as Principal and  
\_\_\_\_\_, as Sureties  
(name of surety)

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above  
named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, enter into  
contract with the obligee or designated agent which said contract is made a part of this bond the  
same as though set forth herein;

Now, if the said \_\_\_\_\_, shall well  
and faithfully do and perform the things agreed by \_\_\_\_\_  
to be done and performed according to the terms of said contract; and shall pay all lawful claims of  
subcontractors, 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 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 agrees that no modifications, omissions, or additions, in or  
to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the  
obligations of said surety on its 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 \_\_\_\_\_, 2020

\_\_\_\_\_  
(SEAL)  
Principal  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
(SEAL)  
Surety  
By: \_\_\_\_\_  
\_\_\_\_\_  
Attorney-in-fact/Address

Approved as to form: \_\_\_\_\_

**(OPTIONAL)**

**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 State of Ohio, 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 Obligee, 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, its 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 Obligee, dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, for construction work entitled \_\_\_\_\_ (hereafter called the Contract) which Contract and Specifications 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 such 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, expecting only such part or parts of said work as may be 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, the judgment of the Owner is final and conclusive. If the said Principal for a period of one year 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 daily to do so 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 damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through 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 officer this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Surety)

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

\_\_\_\_\_  
Approved As To Form

# NOTICE OF AWARD

Date:

To: Contractor

Project Description: ***Cedarville Opera House Roof Repair***

The County has considered the bid submitted by you on \_\_\_\_\_ for the above described work in response to its Invitation to Bid, **Cedarville Opera House Roof Repair**.

You are hereby notified that your proposal has been accepted for items in the amount of \_\_\_\_\_ *Dollars and 00/100 (\$0.00)*.

You are required to execute this Agreement and furnish the required 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 insurance policy 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 proposal as abandoned. 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 \_\_\_\_\_

Cedarville Township Board of Trustees  
OWNER

\_\_\_\_\_  
Name: \_

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

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Name and Title: \_\_\_\_\_



# NOTICE TO PROCEED

Date:

To: Contractor

PROJECT Description: **Cedarville Opera House Roof Repair**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, and you are to complete the WORK within 60 calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

Cedarville Township Board of Trustees  
OWNER

Name: \_\_\_\_\_

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

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

By: \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2020

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

Name: \_\_\_\_\_

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

**CHANGE ORDER**

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

Name of Project: Cedarville Opera House Roof Repair

Owner: Cedarville Township Board of Trustees

Contractor: \_\_\_\_\_

The following changes are here by made to the Contract Documents:

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

Justification:

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

*Change to Contract Price:*

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order: \$ \_\_\_\_\_

The Contract Price due to this Change Order increased/decreased by \_\_\_\_\_ calendar days.

The ***New Contract Price*** including this Change Order will be \$ \_\_\_\_\_

*Change to Contract Time:*

The Contract Time will be increased/decreased by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_, 2018.

Requested by: \_\_\_\_\_

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

Approved by: \_\_\_\_\_

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

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