

LAWRENCE TOWNSHIP  
STARK COUNTY, OHIO  
5828 Manchester Avenue, NW  
North Lawrence, Ohio 44666  
Phone: (330) 854-3830

**REQUEST FOR BIDS AND BID DOCUMENTS  
FOR  
2026 CHIP AND SEAL ROAD PROGRAM**

BID OPENING: March 2, 2026 (@5:30 P.M.)

February 2, 2026

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## **SECTION 1.0 – NOTICE TO BIDDERS**

1.1 **INTENT.** It is the intent of Lawrence Township, Ohio, the Lawrence Township Board of Trustees, to enter into a contract with the successful bidder for all labor, materials, equipment, traffic control and safety devices required for chip sealing of the roads listed in the Construction Schedule. The bidder is required to examine carefully the sites of the proposed work. They shall satisfy themselves as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications. The submission of a bid shall be evidence that the bidder has made such examination.

1.2 **SPECIFICATIONS.** The specifications set forth herein are for a application of bituminous asphalt material and mineral aggregate (chip sealing) as part of the 2026 Lawrence Township Road Program. The chip and seal program consists of applying asphaltic binder and aggregate for the repair of street surfaces. The successful bidder shall be responsible for a complete installation. Following completion of all work, the roads will be fully inspected, and all asphalt materials shall be in accordance with the latest revision of AASHTO Designation T40 (ASTM Designation D140).

1.3 **QUESTIONS AND INQUIRIES.** Questions and inquiries concerning this invitation to bid or any bidding documentation required should be addressed to Lawrence Township, telephone number (330) 854-3830. The Lawrence Township Office Hours are: Monday through Thursday, 8:00 a.m. to 3:00 p.m.

## **SECTION 2.0 – INVITATION TO BID**

2.1 **INVITATION.** Lawrence Township, Ohio is soliciting sealed bids for all labor, materials, equipment, traffic control and safety devices required for chip sealing of the roads listed in the Construction Schedule, in accordance with the accompanying specifications and bid documents which are on file at the Lawrence Township Offices located at 5828 Manchester Avenue, NW, North Lawrence, Ohio 44666. Bidding information and documentation is available at the Township Offices, Monday through Thursday, 8:00 a.m. to 3:00 p.m.

2.2 **PROPOSAL DUE DATE.** Bids or proposals are to be securely sealed and delivered to the Office of the Lawrence Township, Ohio Fiscal Officer, Cindy Meismer, 5828 Manchester Avenue, NW, North Lawrence, Ohio 44666, no later than **March 2, 2026, at 3:00 p.m.**

2.3 **BID OPENING.** **The Bid Opening will occur on March 2, 2026, at 5:30 p.m.**, at the Lawrence Township Hall, 5828 Manchester Avenue, NW, North Lawrence, Ohio 44666.

2.4 EXPIRATION PERIOD. No bid may be withdrawn for a period of thirty (30) days after the scheduled time for opening bids.

2.5 RIGHT TO REJECT OR WAIVE INFORMALITIES. The Lawrence Township Board of Trustees reserves the right to reject any and all bids and to waive any informality.

2.6 BID BOND. Each bid must be accompanied by a bid bond, or cashier's check, payable to the Lawrence Township, Ohio Board of Trustees. A bid bond shall be in the penal sum equal to the bidder's proposal; a cashier's check shall be in an amount equal to at least ten percent (10%) of the total net bid. It is understood that the amount of the bid security shall represent liquidated damages occasioned by the failure or neglect to execute a contract, and such proceeds may be used as payment for damages. A bid bond will be promptly returned upon the rejection of a bidder's proposal.

### **SECTION 3.0 – INSTRUCTIONS TO BIDDERS**

3.1 SEALED BID. All bids must be submitted in separate sealed envelopes addressed to Lawrence Township, 5828 Manchester Avenue, NW, North Lawrence, Ohio 44666, and marked **“Bid Enclosed: 2026 Chip & Seal Road Program.”**

3.2 EXPIRATION PERIOD. All bids shall remain in force for thirty (30) days after the date of bid opening and may be accepted or rejected by the Board of Township Trustees at any time prior to the expiration of this period.

3.3 BID FORMS. All bids shall be typewritten or in ink on the forms prepared by the Township with a separate bid proposal letter included as an attachment. All bids must be signed by a duly authorized representative of the company or corporation submitting the bid.

3.4 CORRECTIONS. All corrections or erasures shall be initialed by the person signing the bid or by an authorized representative.

3.5 AMEND OR WITHDRAW. Bids may be amended or withdrawn by an authorized representative of the company or corporation submitting the bid up to the scheduled opening time. No bid may be amended or withdrawn thereafter regardless of the circumstances for a period of thirty (30) days.

3.6 RIGHT TO ACCEPT OR REJECT. The Township reserves the right to accept or reject any and all items covered in the request, or portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of Lawrence Township.

3.7 NO INCREASE. Lawrence Township is to be protected against any increase above the price in the bid for a period of ninety (90) days following the bid opening or until all material covered by the bid has been delivered and installed following the awarding of the contract.

3.8 BID PRICE. All bids which do not contain a firm, stated price for the items required will not be considered.

3.9 NO ESCALATOR CLAUSE. Any bid containing an “Escalator Clause” will not be considered.

3.10 BID NOT SIGNED. Any bid not signed by an authorized representative will automatically be rejected.

3.11 CANCELLATION OF INVITATION TO BID. The Lawrence Township Board of Trustees reserves the right to cancel this bid invitation, without cause, prior to bid opening.

3.12 AWARD. An award shall be made or contract entered into with the lowest responsible bidder meeting the specifications. The Lawrence Township Board of Trustees reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items, whatever deemed necessary and in the best interests of the Township.

3.13 TAXES. All prices quoted shall be in U.S. Dollars and exclusive of federal and state excise taxes, and sales and manufacturer's taxes.

## **SECTION 4.0 – NON-COLLUSIVE BIDDING CERTIFICATION**

Each bid proposal must be accompanied by a Non-Collusion Certification or Affidavit in substantially similar form as to that which is part of this invitation for bids.

## **SECTION 5.0 – GENERAL REQUIREMENTS**

All bids must include assurance of compliance with the following provisions:

- 5.1      Federal Labor Standards provisions, U.S. Department of Labor, 29 CFR 5.
- 5.2      Section 3 of the Housing and Urban Development Act of 1974, as amended, 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in substantial part by persons residing in the area of the project.
- 5.3      Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin, or sex, be excluded from participation in, be denied the benefits of or be subject to discrimination.
- 5.4      Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities.
- 5.5      Equal Opportunity Provisions – Executive order 11246, as amended, which assures non-discrimination.
- 5.6      Minority Business Enterprise and Women Business Enterprise provisions which encourage minority owned businesses and women owned businesses to bid on the project.
- 5.7      Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the state where the project is located.
- 5.8      The Contractor must maintain (and furnish confirmation of same) during the project liability and property damage insurance coverage which shall protect the Contractor, any sub-contractors and shall name the Lawrence Township Board of Trustees as an additional insured. The limits of Comprehensive Liability Coverage shall be, at a minimum \$500,000.00 per occurrence, and property damage liability limits shall be at a minimum \$250,000.00 per occurrence. The Contractor must also maintain (and furnish confirmation of same) Workers' Compensation Coverage.

5.9 The Contractor shall indemnify and save harmless, and defend the Lawrence Township Board of Trustees and its officials and employees, from and against any and all claims, suits, losses, damages or expenses on account of injury or property damage, caused by any act, omissions, negligence or misconduct of the Contractor.

## **SECTION 6.0 – SPECIFICATIONS**

6.1 PURPOSE. These specifications provide for the labor, materials, and equipment required for chip sealing of the roads listed in the Construction Schedule. The specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of the material that Lawrence Township is seeking to purchase, installed. The bidder must submit documentation with the bid listing any exceptions to the specifications. It will be assumed that the bidder will fully comply with the minimum specifications if no exceptions are submitted. Failure to comply with this provision shall be cause for rejection of the bid. Any bid deviating must state specific exception and be clearly marked as such or risk disqualification.

6.2 EMULSIFIED ASPHALT. Bidder must supply and use a sufficient quantity of MC-3000 asphalt material for the chip sealing project. Further, the spraying of emulsified asphalt shall be conducted as to provide a seal at the joint(s) between any applicable concrete gutters or approaches and the adjoining road surface. The prime coat, binder and sealer shall be applied in accordance with ODOT application guidelines.

6.3 TOWNSHIP OBLIGATIONS. Lawrence Township will separately procure and provide the mineral aggregate (#8 gravel) for the project. The bidder shall pick up and transport the gravel throughout the project from a local gravel plant/supplier. The Township will also remain responsible for sweeping excess material from the surface of each road following resurfacing and for traffic control and related safety devices during resurfacing.

6.4 BID TO BE QUOTED BY QUANTITIES (UNIT COST BASIS). Each bid must be quoted as follows: MC-3000 asphalt per gallon applied; and #8 aggregate, rate per ton hauled, placed and rolled.

6.5 CONSTRUCTION SCHEDULE. The chip sealing project consists of resurfacing of the following Lawrence Township Roads:

Street Name	Feet	Milage	Width	Sq. Yards	Gal. Oil	Ton Stone
Arcadia (21 - Deerfield)	9504.0	1.80	22	23232	7898.88	290.4
Beaumont (40 Corners - Orrville)	4646.4	0.88	19	9809.067	3335.083	122.6133
Beaumont (Orrville - Twp. Line)	950.4	0.18	20	2112	718.08	26.4
Beaumont (40 Corners - End)	2376.0	0.45	20	5280	1795.2	66
Forty Corner (Orrville - 21)	5860.8	1.11	20	13024	4428.16	162.8
Forty Corner (21 - Twp. Line)	3643.2	0.69	24	9715.2	3303.168	121.44
Leaver Avenue	5913.6	1.12	20	13141.33	4468.053	164.2667
Shop (Road Dept.)				7459.5		
P.D.				1784		
Hall				1926		
Fire Dept. (Stausser)				3471		

6.6. WORKMANLIKE PERFORMANCE. All work and labor shall be performed in a workmanlike manner and shall conform to the Specification and Contract Documents.

6.7 APPLICATION. The contractor shall utilize a variable width spreader with computer controlled feed rate, to assure adequate coverage of materials. Asphalt shall not be applied on a damp surface temperature below 60F, or when weather conditions would otherwise prevent proper construction for the seal coat.

6.8 LIEN WAIVERS. The contractor must, prior to acceptance and payment, provide lien waivers from any material suppliers, laborers or sub-contractors.

6.9 TIME FOR PERFORMANCE. The Construction Schedule is to be completed no later than **September 15, 2026**.

6.10 PAYMENT. Payment of the contract price shall be made within ten (10) days after completion of the project in full compliance with the Invitation for Bids and all Contract Documents.

6.11 PERFORMANCE BOND. Contractor shall furnish a performance and payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's Obligations under the Contract Documents.

6.12 COORDINATION. The Contractor shall be responsible for coordinating all schedules, as necessary, with the Township and any sub-contractors, to provide for the orderly progress of work.

6.13 OTHER. The Township will repair holes and other surface defects before resurfacing by the Contractor.

## **SECTION 7.0 – BID PROPOSAL TO LAWRENCE TOWNSHIP, OHIO**

The bidder declares that he or she has informed himself or herself fully in regard to all conditions pertaining to the items to be provided, and has examined the specifications and contract documents relative to the items to be provided.

The bidder proposes and agrees, if this proposal is accepted, to Contract with the Lawrence Township Board of Trustees to provide all items described in the Invitation to Bid, Specifications, Notice to Bidders, General Instructions to Bidders and related documents, which are made a part hereof to the same extent as fully set out herein, and in full and complete accordance with the described and reasonably intended requirements of the Specifications and to the full and entire satisfaction of the Lawrence Township Board of Trustees. The bid proposal is to supply all materials required and labor for the installation of chip sealing of the Lawrence Township Roads identified in the Construction Schedule.

**BASE BID: 2026 CHIP AND SEAL ROAD PROGRAM:**

**MC-3000 (SUPPLIED BY CONTRACTOR)**

\$ \_\_\_\_\_, per gallon applied

**#8 GRAVEL (SUPPLIED BY TOWNSHIP, HAULED BY CONTRACTOR)**

\$ \_\_\_\_\_, per ton hauled, placed and rolled

**#8 LIMESTONE (DELIVERED TO TOWNSHIP YARD)**

\$ \_\_\_\_\_, per ton delivered, hauled, placed and rolled

**#8 BLAST FURNACE SLAG (DELIVERED TO TOWNSHIP YARD)**

\$ \_\_\_\_\_, per ton delivered, hauled, placed and rolled

**TOTAL BID: \$ \_\_\_\_\_**

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**Legal Name of Bidder**

(Provide designation: “a corporation,” “a partnership,” or “an individual,” as applicable)

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Printed Name of Authorized Agent

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Signature of Authorized Agent

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Title of Authorized Agent

---

Address

---

City, State

---

Zip Code

---

Telephone Number

---

Fax Number

---

E-mail Address

---

Date

**CERTIFICATE TO BE EXECUTED IF  
CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing Proposal on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Proposal was duly signed for, and on behalf of, said Corporation by authority of its governing body and is within the scope of its corporate powers.

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President, Secretary or Other Officer of Corporation

## **NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_) SS:  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he is  
\_\_\_\_\_  
of \_\_\_\_\_, (sole owner,  
partner, president, secretary or other) the party making the foregoing proposal or bid; that  
such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired,  
connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid,  
or that such person shall refrain from bidding, and has not in any manner, directly or  
indirectly, sought by agreement or collusion, or communication or conference, with any  
person, to fix the bid price or affiant of any other bidder, or to fix any overhead, profit or cost  
element of said bid price, or of that of any other bidder, or to secure any advantage against  
any person or persons interested in the proposed contract; and that all statements contained  
in said proposal or bid are true; and further, that such bidder has not directly or indirectly,  
submitted this bid, or the contents thereof, or divulged information or data relative thereto  
to any association or to any member or agent thereof.

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Affiant Signature

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Printed Name

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Notary Public in and for

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

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

**Bid Guaranty and Contract Bond**  
(SECTION 153.571 Ohio Revised Code)

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

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(Insert full name or legal title of Contractor and Address)

as Principal and

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(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Lawrence Township, Ohio Board of Trustees, 5828 Manchester Avenue, NW, North Lawrence, Ohio 44666, for the project known as the “2026 Chip & Seal Road Program.”

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 proposal made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

(If the above line is left blank, the penal sum will be the full amount of the Principal’s bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. PERCENTAGE IS NOT ACCEPTABLE.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to

exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be 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 made part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, 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 said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omission or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

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

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

### SURETY COMPANY ADDRESS

By: \_\_\_\_\_  
Attorney-in Fact

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## Street

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City, State and Zip Code

## SURETY AGENT'S ADDRESS

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Agency Name

Street

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City	State	Zip
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## **SECTION 8.0 – CONTRACT DOCUMENTS**

## NOTICE OF AWARD

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

### Project Description: 2026 CHIP AND SEAL ROAD PROGRAM

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders.

You are hereby notified that your Bid has been accepted for the amount of \$\_\_\_\_\_, asphalt per gallon applied; \$\_\_\_\_\_, aggregate per ton placed. Total contract price \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond; Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner

By \_\_\_\_\_  
Signature and Title

## **ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Award is hereby acknowledged this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Contractor

By \_\_\_\_\_  
Signature and Title

**NOTICE TO PROCEED  
2026 CHIP AND SEAL ROAD PROGRAM**

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

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20 \_\_\_\_.

OWNER

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONTRACTOR

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

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the LAWRENCE TOWNSHIP, OHIO BOARD OF TRUSTEES, LAWRENCE TOWNSHIP, STARK COUNTY, OHIO, an Ohio political subdivision, whose address is 5828 Manchester Avenue, NW, North Lawrence, Ohio 44666, (hereinafter called the OWNER), and \_\_\_\_\_,  
a/an \_\_\_\_\_ (described the entity), (hereinafter called the CONTRACTOR).

For and in consideration of the payments and agreements hereinafter set forth:

1. The Contractor will commence and complete the services called for to complete the installation of the 2026 Chip and Seal Road Program (the "Project"). All work and labor shall be performed in a workmanlike manner and shall conform to the Specification and Contract Documents.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein (except as noted in the specifications).
3. The Contractor will commence the work required by the Contract Documents within \_\_\_\_\_ calendar days after the date of the Notice to Proceed and will complete the same within \_\_\_\_\_ consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$\_\_\_\_\_.
5. The term "Contract Documents" means and may include the following:
  - A. Notice for Sealed Bids
  - B. Supplement to Notice for Sealed Bids
  - C. Instructions to Bidders
  - D. Bid
  - E. Bid Guaranty and Performance Bond

F. Agreement

G. General Conditions

H. Performance and Payment Bond

I. Notice of Award

J. Notice to Proceed

K. Change Order(s)

L. State of Ohio Department of Transportation Construction and Material Specifications, Latest Edition

M. Aerial photo (for site locations)

N. Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.

6. The Owner will pay to the Contractor, in a manner and at such times set forth in the General Conditions, such amounts as required by the Contract Documents.
7. No claim for extra work done or materials furnished will be made by the Contractor or allowed by the Owner.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Agreement may be amended only by means of a separate written instrument, signed by the Parties hereto.
10. This Agreement shall be governed by Ohio law.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

Witnessed by:

**BOARD OF TRUSTEES OF  
LAWRENCE TOWNSHIP,  
STARK COUNTY, OHIO**

---

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

---

Printed Name

Printed Name and Title

---

Date

---

---

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

---

Printed Name

Printed Name and Title

---

Date

---

---

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

---

Printed Name

Printed Name and Title

---

Date

---

CONTRACTOR:

Witnessed by:

---

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

---

Printed Name

---

Printed Name and Title

---

Date

Approved as to form:

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James F. Mathews  
Additional Legal Counsel  
Lawrence Township Board of Trustees

#### CERTIFICATE

Cindy Meismer, Fiscal Officer for Lawrence Township, Stark County, Ohio, does hereby certify that funds sufficient to meet the obligations set forth herein in the fiscal year in which the contract is made, have been lawfully appropriated for such purpose and are in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

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Cindy Meismer, Fiscal Officer

#### Verification of No Findings for Recovery

The undersigned hereby certifies that verification has been made, using the state database of unresolved findings for recovery, that the party awarded the foregoing contract does not appear in the subject database.

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Fiscal Officer

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Date

## PERFORMANCE AND PAYMENT BOND

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, enter into a Contract with the Lawrence Township Board of Trustees, 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 to be done and performed according to the terms of said contract and during the one year guaranty period; 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 men or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; 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.

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

ADDRESS \_\_\_\_\_

CITY, STATE \_\_\_\_\_

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

\_\_\_\_\_  
PRINT NAME & TITLE

WITNESS: \_\_\_\_\_

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE

BY: \_\_\_\_\_, ATTORNEY-IN-FACT

\_\_\_\_\_  
PRINT NAME & TITLE

WITNESS: \_\_\_\_\_

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.