FRY FAMILY PARK
BARN PARKING LOT IMPROVEMENT PROJECT

INVITATION TO BID

STARK COUNTY PARK DISTRICT

5300 Tyner St NW
Canton, Ohio 44708

TABLE OF CONTENTS

A-1 0

TITLE SHEET 0

A-2 0

TABLE OF CONTENTS 1

B-1 4

ADVERTISEMENT FOR BIDS 4

B-2 5

INSTRUCTION TO BIDDERS & STANDARD TERMS AND CONDITIONS 5

DEFINITIONS 5

REFERENCE STANDARDS 5

CONTRACT DRAWINGS 5

PROJECT LOCATION AND SCOPE OF WORK 5

SITE LOCATIONS 5

TIME OF COMPLETION (PERIOD OF CONSTRUCTION) 6

EXAMINATION OF SITE 6

ENGINEER'S ESTIMATE 6

METHOD OF BIDDING 6

QUALIFICATIONS OF BIDDER 6

METHOD OF AWARD – LOWEST AND BEST BIDDER 6

CONDITION OF WORK 6

DELIVERY AND RECEIPT OF MATERIALS 6

RIGHT TO ACCEPT OR REJECT PROPOSALS 7

PAYMENTS TO CONTRACTOR 7

PREPARATION OF PROPOSALS 7

OHIO SALES TAX 7

PERMITS 7

ADDENDA AND INTERPRETATIONS 7

PREVAILING WAGE 8

ORDER OF PRECEDENCE 8

MODIFICATION OF BIDS 8

WITHDRAWAL OF BIDS PRIOR TO BID DEADLINE 9

WITHDRAWAL OF BIDS AFTER BID DEADLINE. 9

BONDS AND GUARANTEES 9

INDEMNIFICATION AND INSURANCE REQUIREMENTS 10
NOTICE TO PROCEED 12
WORKER'S COMPENSATION 13
NON-DISCRIMINATION 13
PROTECTION OF PERSONS AND PROPERTY 13
PROTECTION OF WORK AND PROPERTY 13
COMPLIANCE WITH APPLICABLE LAWS AND SAFETY STANDARDS 13
DEFAULTER 14
ASSIGNMENT 14
SIGNATURES OF BIDDERS 14
EXECUTION OF CONTRACT 14
BIDDER'S AFFIDAVIT 14
TIME-CONTRACT AWARD, CONTRACT EXECUTION, AND COMMENCEMENT OF WORK 15
WARRANTIES 15
DEFECTS; CORRECTIVE WORK 16
CHANGE ORDER POLICY 17
DISPUTE RESOLUTION 18
TERMINATION OF WORK 19
B-3 20
PROPOSAL AND BID FORMS 20
B-4 22
BID GUARANTY AND CONTRACT BOND 22
B-4 23
B-5 24
PERFORMANCE BOND 24
B-6 25
LIST OF SUBCONTRACTORS 25
C-1 26
ON-SITE CHECKLIST FOR BULLETIN BOARDS 26
C-2 27
CONSTRUCTION PROJECT CONTRACT 27
D-1 32
STAMPED CONSTRUCTION PLAN SET 32

B-1

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Stark County Park District (owner), until Friday, October 30, 2026 at 2:00pm at 5712 12th St NW, Canton Ohio 44708 for the Fry Family Park Barn Parking Lot Improvement Project. The specifications and plans may be obtained free of charge via the Stark Parks website, www.starkparks.com, navigate to "About Us" and select "Public Notices and Bids" or use the direct link:

www.starkparks.com/about_us/public_notices_and_bids.php

Bids must be submitted in a sealed envelope, bearing on the outside, the name and address of bidder and the name of the project, " Fry Family Park Barn Parking Lot Improvement Project ".

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Owner. The project will consist of construction of a parking lot at the barn within the Fry Family Park in Pike Township, Stark County, Ohio.

There will be no pre-bid meeting. Site visits are welcome any time during regular park hours, no notice required. Questions are due by October 23 and all / any addenda will be issued 72 hours before the bid opening. All bids must include a Bid Guaranty, as required by law and as described in the Invitation to Bid.

The Owner reserves the right to reject any and all bids, to waive any and all irregularities and/or defects, and to accept the bid(s) deemed most beneficial to the Stark County Park District, which may not be the lowest bid. This Reservation of Rights shall remain in effect until any contract(s) resulting from the Invitation to Bid is/are fully executed by all parties.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. No bidder may withdraw a bid within sixty (60) days after the actual date of the bid opening.

BY ORDER OF THE STARK COUNTY PARK DISTRICT

Daniel J. Moeglin, Executive Director
5300 Tyner Street NW
Canton, Ohio 44708

ADVERTISE: October 7 and 14, 2026

B-2

INSTRUCTION TO BIDDERS & STANDARD TERMS AND CONDITIONS

DEFINITIONS

Wherever the term "Contract" or "Contract Documents" is used herein, it shall be and is mutually understood to refer to the Construction Project Contract substantially in the form that is attached hereto Attachment C-2, all attachments thereto, the Standard Terms and Conditions contained herein, and all related and supporting documents, bonds, agreements and certificates referenced herein, therein or otherwise mutually agreed upon an entered into the by the Parties related to the project and/or performance of the work.

Wherever the word "Contractor" is used herein, it shall be and is mutually understood to refer to the party, or parties, contracting to perform the work to be done under this contract, or the legal representatives of such party, or parties, including all Subcontractors.

Wherever the word "Owner" is used herein, it shall be and is mutually understood to refer to the Stark County Park District, or to the duly authorized representative thereof.

Wherever the word "Party" or "Parties" is used herein, it shall be and is mutually understood to refer to the Owner and the Contractor, each individually being a Party and collectively being the Parties.

Whenever the term "Project Manager" is used herein, it shall be and is mutually understood to refer to the employee of the Stark County Park District assigned by the Park District to manage the project.

Whenever the words "Architect" or "Engineer" or the term "Owner's Representative" are used herein, they shall be and are mutually understood to refer to the third-party retained by the Stark County Park District to assist the Park District with project management.

REFERENCE STANDARDS

Reference to the standards or specifications of any technical society organization or association, shall mean the latest standard or specification adopted and published 60 days prior to the date of taking bids, unless specifically stated otherwise.

CONTRACT DRAWINGS

Reference shall be made to the construction plans for various work items.

PROJECT LOCATION AND SCOPE OF WORK

The Park District manages Fry Family Park in Pike Township, Stark County Ohio. The Fry Family Park Barn Parking Lot Improvement Project consists of constructing a new parking lot and concrete sidewalks adjacent to the barn building The project shall be completed in accordance with the documents in D-1. Payment for all labor, mobilization, equipment and materials for the project shall be included in the lump sum bid price.

SITE LOCATIONS

The project will occur at 2533 Farber Street SE, Magnolia, Ohio 44643

TIME OF COMPLETION (PERIOD OF CONSTRUCTION)

Contractor shall have substantial completion by December 31, 2026; in case of unfavorable weather, asphalt paving and seeding can be completed in spring of 2027 if necessary. If the Contractor fails to meet the above contract schedule, the Contractor shall be liable for any expenses incurred for inspection, supervision and any similar expenses after the expiration of the completion date.

EXAMINATION OF SITE

The bidder's attention is directed to the necessity of examining the site of the proposed work. Before submitting a proposal, bidders should be fully aware of the conditions relating to the construction and labor under which the work will be performed. Failure to make this examination will in no way relieve the Contractor from the necessity of furnishings materials or performing labor that may be necessary and required to complete the work in accordance with the true intent and meaning of the specifications.

ENGINEER'S ESTIMATE

ENGINEER'S ESTIMATE for BASE BID: $120,000.00

METHOD OF BIDDING

The Owner invites the following bid(s): LUMP SUM BID.

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as (s)he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

METHOD OF AWARD – LOWEST AND BEST BIDDER

In determining the lowest and best bidder, the Owner reserves the right to consider the prices, information, etc. requested of bidders in any of the bid documents, as well as all other applicable criteria.

CONDITION OF WORK

Each bidder must be fully aware of the conditions relating to construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of bidder's obligation to furnish all materials, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in the successful bid

DELIVERY AND RECEIPT OF MATERIALS

The Owner will accept no responsibility for the delivery and receipt of any items of equipment or materials.

Contractor supplying equipment or materials for this project shall make arrangements to have someone available at the site to receive this equipment or materials when delivered.

Use of the site for storage of material and equipment may be done only within approved areas to be coordinated with Owner. Satisfactory protection against fire and theft shall be maintained for stored material and equipment solely by the Contractor, and Owner shall not be responsible for the safe keeping or storage thereof.

RIGHT TO ACCEPT OR REJECT PROPOSALS

The Owner reserves the right to reject any and all bids, to waive any and all irregularities and/or defects, and to accept the bid(s) deemed most beneficial to the Park District. This Reservation of Rights shall remain in effect until any contract(s) resulting from the Invitation to Bid is/are fully executed by all parties thereto.

PAYMENTS TO CONTRACTOR

Each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the Contract. Payments shall be made in accordance with Chapter 153 of the Ohio Revised Code. Payments shall either be partial payments or shall be paid in full, in accordance with Chapter 153 of the Ohio Revised Code. Retainage shall be withheld by the Owner in a manner that complies with Sections 153.12 to 153.14 of the Ohio Revised Code.

The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor. The Contractor agrees to sign any documents related to said account at the Owner's request.

In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

PREPARATION OF PROPOSALS

Proposals must be submitted on the prescribed forms. All blank spaces must be filled in by typewriter or ink. All bids must be submitted in sealed envelopes bearing, on the outside, the name of the bidder, bidder's address and the name of the project for which the bid is submitted.

OHIO SALES TAX

Materials to be incorporated in this work may be purchased by the Contractor free of Ohio Sales Tax.

PERMITS

The Contractor shall take out all necessary permits from the State, County or other public authorities, and shall give all notices required by law. The charge or fee for any permit issued by the Owner will be assumed by the Owner, but any other fees will be borne by the Contractor.

ADDENDA AND INTERPRETATIONS

If any person who contemplates the submission of a proposal is in doubt as to the true meaning of

any part of the plans, specifications or Contract Documents, that person shall request an interpretation from the Owner prior to the date set for receiving proposals.

All questions shall be submitted by email to the Stark County Park District (sbuell@starkparks.com). The last day questions will be accepted is Thursday, June 25 by 2:00pm. Final addendum will be issued 72 hours prior to the bid due date.

In the event of any error, omission or discrepancy in the plans, specifications and Contract Documents, the bidder shall request interpretation in advance of the Owner as to the correct intent.

All bidders who have picked up drawings and specifications from the Owner will be issued addenda via the electronic mail (email) address provided at that time. Failure of any bidder to receive any addendum or interpretation shall not relieve the bidder from any obligation under the bid as submitted. All addenda so issued shall become a part of the Contract Documents and must be attached to each proposal.

PREVAILING WAGE

State Prevailing Wage shall apply to this project as defined in Ohio Revised Code 4115. Refer to Ohio Department of Commerce for current rates, guidance, additional information.

ORDER OF PRECEDENCE

In the event of an internal conflict within any of the bid and/or contract documents, the following will be the order of precedence:

A. Signed/Completed Change Order Documents

B. Signed/Completed Construction Project Contract

C. Official Addenda

D. Instruction to Bidders & Standard Terms and Conditions

E. Project Specifications and Plans/Drawings (D-1)

F. Signed/Completed Proposal and Bid Form

G. Signed/Completed Bid Guaranty and Contract Bond or Performance Bond

H. Documents Submitted With Bid

I. Any and All Additional Requirements and/or Conditions

J. Advertisement for Bids

MODIFICATION OF BIDS

Bidder may modify its bid by written communication to the Owner at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as nonresponsive.

WITHDRAWAL OF BIDS PRIOR TO BID DEADLINE

A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.

WITHDRAWAL OF BIDS AFTER BID DEADLINE.

All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:

A. the bid amount was substantially lower than the other bids;

B. the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;

C. the bid was submitted in good faith; **AND**

D. the Bidder provides written notice to the Owner within two (2) business days after the bid opening for which the right to withdraw is claimed.

No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.

If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new

Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

BONDS AND GUARANTEES

A. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA or EJCDC Bid Bond forms are not acceptable.**

B. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA or EJCDC Bond forms are not acceptable.**

C. All bonds must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

D. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.

E. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.

F. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.

G. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the Owner and all of the Owner's boards, commissioners, directors, officials, officers, agents, employees, servants, and volunteers ("Indemnified Parties"), from and against all claims, damages, losses, costs, and expenses, including reasonable attorney's fees and any other costs for defending any action, arising out of performance of the Work, to the extent caused by the Contractor's negligent or willfull act or omission, or that of a Subcontractor, or that of anyone employed by them or for whose acts the Contractor or a Subcontractor may be liable. This provision shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or surety provided by the Contractor. The Contractor shall maintain insurance of the kinds and in the amounts specified below. The Contractor shall furnish the Owner with Certificates of Insurance as evidence thereof in the prescribed form. The Certificates of Insurance furnished by the Contractor shall include a clause obligating the Insurer to give the Owner thirty (30) days prior written notice for cancellation or any material change in the insurance.

At a minimum, the Contractor shall maintain the following insurances:

A. Worker's Compensation and Employer's Liability Insurance affording:

i. Protection under the Workers' Compensation Law in the State of Ohio.

ii. Employer's Liability protection subject to a minimum limit of $100,000.00.

B. Commercial General Liability Insurance in amounts not less than:

i. General Aggregate Limit	$2,000,000.00
ii. Products - Completed Operations Aggregate Limit	$2,000,000.00
iii. Personal and Advertising Injury Limit	$1,000,000.00

iv. Each Occurrence Limit	$1,000,000.00
v. Fire Damage Limit	$100,000.00
vi. Medical Expense Limit	$5,000.00

This insurance shall:

- Include an endorsement specifically defining "occurrence" (and all other like terms) to include defective work of the Contractor and/or any and all Subcontractors;
- Include coverage for the Contractor's indemnification obligation (see above);
- Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
- Not be subject to any exclusion of property used by the insured or property in the care, custody, or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance; and
- Include the Indemnified Parties (see above) as having additional insured status for purposes of coverage under the subject policy.

C. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage any one accident or loss: $1,000,000.00

D. The Contractor shall provide and maintain **Installation/Builders Risk Insurance** to protect the interests of both the Contractor and the Owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

All of the insurance policies referenced above shall include waivers of subrogation in favor of the Owner.

The Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.

Should the Owner, in its sole discretion, determine that the Contractor's insurance policies are insufficient in any way, the Owner reserves the right to require the Contractor, at the Contractor's sole expense, to

purchase one or more alternative and/or additional insurance policies. This provision shall apply even if the Contractor's insurance policies meet the minimum amounts set forth above.

Insurance coverage in the minimum amounts set forth above neither relieves the Contractor from liability in excess of such coverage, nor precludes the Owner from taking such other actions as are available to it under any provisions of the Contract or otherwise in law.

All exclusions and deductible clauses must be clearly stated in the Certificates of Insurance furnished by the Contractor. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under the Contract and as imposed by law.

If one or more Certificates of Insurance furnished by the Contractor are valid only for a period of the time that is less than the duration of the Contract, the Contractor shall renew the applicable insurances prior to expiration and shall furnish updated Certificates of Insurance to Owner upon said renewal. The Contractor shall ensure that it continuously maintains all required insurances and that the Owner is continuously in possession of current Certificates of Insurance.

If the Contractor fails or refuses to renew its insurance policies or the policies are cancelled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements above, the Owner may refuse to make payment of any further monies due under the Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Owner. The Owner, in its sole discretion, may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above.

Alternatively, should the Contractor fail to comply with these requirements, the Owner may default the Contractor and call upon the Contractor's Surety to remedy the deficiencies. During any period when the required insurance is not in effect, the Owner may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in this Invitation to Bid, the Contract, or the above insurance requirements is intended to create in the public or any member thereof a third-party beneficiary hereunder, nor is any term, condition, or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

If any work provided for or to be performed under any Specifications is subcontracted to an approved Subcontractor (as otherwise permitted by the terms of such Specifications), the Contractor shall require the Subcontractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability, the liability coverage referenced above, and such other forms and amounts of insurance which Contractor deems reasonably adequate.

NOTICE TO PROCEED

The Contractor shall not commence work under this Contract until all of the insurance requirements herein are met, the appropriate Certificates of Insurance have been provided and evidence of insurance coverage in form and substance agreeable the Owner has been provided and approval of the Owner as evidenced by a Notice to Proceed has been issued.

WORKER'S COMPENSATION

The Contractor shall comply with the Ohio Worker's Compensation Act for all of Contractor's employees engaged in work under this Contract.

NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, ancestry, or any other applicable protected status.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall exercise proper precaution at all times for the protection of persons (including its employees) and property and the Contractor shall be responsible for all injuries to persons (including its employees) or damage or loss of property, either on or off the site, which occur as a result of its prosecution of the work. The Contractor shall take or cause to be taken, such additional safety and health measures as the Owner's Representative and/or the Owner may determine to be reasonably necessary.

PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work and that of adjacent property from damage. All guard fences or barricades, lights and other facilities as required for protection by laws, regulations, local conditions, and these specifications must be provided and maintained.

Any damage to new and existing materials, work, devices, structures, etc., shall be repaired or replaced at the Contractor's expense to the satisfaction of the Owner.

Any existing or new work damaged by failure to provide protection for same shall be removed and replaced with new work at the Contractor's expense.

Any existing utilities damaged during construction shall be repaired at the expense of the Contractor concerned.

Prior to commencing work under a Contract, Contractor shall identify and locate all utility liens on, above or below the premises and ensure that all such facilities are marked to avoid any disturbance thereof or hazardous conditions that could result from work being performed near or in connection with the same.

COMPLIANCE WITH APPLICABLE LAWS AND SAFETY STANDARDS

With respect to all work performed under the Contract, the Contractor shall:

A. Keep fully informed of and comply with all applicable federal, state, and local laws, statutes, resolutions, regulations, orders, procedural requirements, etc., including those related to nondiscrimination, equal employment opportunities, labor standards, safety standards, environmental protection, and ethics. Said laws, statutes, resolutions, regulations, orders, procedural requirements, etc., shall be deemed to be included in these Instructions to Bidders & Standard Terms and Conditions and the Construction Project Contract the same as though they were written out in full. When required and/or when an emergency exists, the Contractor shall self-report any possible violation(s) of said

laws, statutes, resolutions, regulations, orders, procedural requirements, etc., to the applicable governmental agency.

B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. Given the complex issues involved in coordinating work on a multi-employer site, all safety and health issued must be closely supervised. The Contractor shall be responsible, not only for its own work area, but also for any other areas which the Contractor or any Subcontractors control or have access to which may expose other Contractors and workers to hazardous conditions.

DEFAULTER

No contract will be awarded to any bidder who is in arrears to the Owner upon debt or contract, or who is a DEFAULTER as surety or likewise upon any obligation to the Owner.

ASSIGNMENT

Assignment of this Contract or any part thereof or any funds to be received there under by the Contractor will be subject to the approval of the Owner. Any such assignment shall contain a clause to the effect that it is agreed that the funds be paid the assignee under the assignment are subject to Owner's receipt of a prior lien waiver for services rendered or materials supplied for the performance of the work called for in said Contract prior to the date of such payment, which waiver shall cover all persons, firms or corporations rendering such services or supplying such materials, and shall be in favor of the Owner.

SIGNATURES OF BIDDERS

The firm, corporate, or individual name of the bidder must be signed by the bidder in the space provided for the signatures on the proposal blank. In case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of partnership." In case of an individual, use the term "doing business as _____" or "Sole Owner". The bidder shall further state in bidder's proposal the name and address of each person or corporation to which bidder proposed to subcontract any portion of the work.

EXECUTION OF CONTRACT

The bidder to whom the Contract may be awarded will be required to execute a written contract, in substantially the form attached hereto as Attachment C-2, and provide the required bonds from approved sureties within ten (10) days from the date of the service of the Notice of Award from the Owner. In case bidder fails to do so, the bid security accompanying his proposal shall thereupon be forfeited to and the amount thereof retained by the Owner as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said Owner for any loss which it may sustain by failure of the bidder to execute the Contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next higher and best bidder, as the Owner may determine.

BIDDER'S AFFIDAVIT

Each bidder who is a foreign corporation, that is, a corporation not chartered in Ohio but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by the President or General

Counsel of the corporation, stating in said affidavit that said foreign corporation has, in accordance with the provisions of the Ohio Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (These certificates or certified copies of them are obtainable from the Tax Commission of Ohio at Columbus).

TIME-CONTRACT AWARD, CONTRACT EXECUTION, AND COMMENCEMENT OF WORK

Proposal for the performance of the work covered by this Contract may be held by the Owner for a period of sixty (60) days after the receipt of proposals and shall continue in full effect during that period and shall not be subject to withdrawal.

If no contract shall have been awarded within sixty (60) days from the receipt of proposals, any proposal may be withdrawn or nullified by the party or parties submitting the same, but in the absence of such action shall be deemed to be confirmed and extended in time and for as long as permitted by the proposers thereof.

Work shall be commenced within ten (10) days from the date of Notice to proceed from the Owner.

WARRANTIES

This Contractor shall, in case of work performed by his Subcontractors and where guarantees are required for a period greater than twelve months, secure warranties from said Subcontractors, and Contractors shall deliver copies of same to the Owner upon completion of the work.

Unless otherwise specified, the Contractor guarantees all materials & workmanship for a period of one (1) year from the date of substantial completion, and shall replace without cost to the Owner or interference with the Owner's operation, any defective workmanship or materials. Additional replacements or repairs, without limitations, shall be made by the Contractor without cost to the Owner until such time as all defective workmanship or materials have been corrected and the work completed in accordance with the contract documents even if the one (1) year period above specified shall have expired, if Owner shall have given the Contractor notice of the original failure of compliance with the Contract Documents prior to the expiration of said period. The specification requires that certain work be guaranteed and maintained in good condition for a specified period of time after final acceptance and payment thereof, and the bond that will be required in connection with the contract must also cover such guarantee. Before issuance of final certificate, the Contractor shall file all subcontract & maintenance bonds with the Owner.

Prior to the expiration of the one-year correction of work period (warranty), the Owner will check to see if additional work by the Contractor(s) is needed to make good on the warranties. An itemized list will be furnished to the Contractor for corrective or replacement work.

Specific warranties or bonds called for in the Contract Documents, in addition to that falling under the general warranty as set forth in general conditions, shall be furnished in accordance with the requirements of the specifications.

Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

Expressed warranties made to the OWNER are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on the time in which the OWNER can enforce such other duties, obligations, rights, or remedies.

The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

DEFECTS; CORRECTIVE WORK

All corrective work shall be completed immediately by the Contractor(s) after receiving notification. Should defects develop in the aforesaid Work within the specified periods, due to faults in products or their workmanship, the Contractor hereby agrees to make repairs and do necessary work to correct defective work to the Owner's satisfaction. Such repairs and corrective work, including costs of making good other work damaged by or otherwise affected by making repairs or corrective Work, shall be done without cost to the Owner and at the entire cost and expense of the Contractor within 14 days after written notice to the Contractor by the Owner.

When correcting failed or damaged warranted construction, Contractor, at its sole cost and expense shall remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

When work covered by a warranty has failed and been corrected by replacement or rebuilding, Contractor must reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Nothing herein intends or implies that the warranty shall apply to work which has been abused or neglected or improperly maintained by the OWNER or his successor in interest. Where service on products is required under this section, it shall be promptly provided when notified by the OWNER and no additional charge shall be made, unless it can be established that the defect or malfunctioning was caused by abuse or accidental damage not to be expected under conditions of ordinary wear and tear.

In the event movement in the adjoining structure or components causes malfunctioning, the Contractor responsible for the original installation of the adjoining structure or components shall provide such repair, replacement, or correction necessary to provide for proper functioning to bring the equipment back into the operating condition as approved at the completion of the structure. The manufacturer and supplier expressly warrants that each item of equipment furnished and installed in this project is suitable for the application shown and specified in the Contract Documents and includes features, accessories, and performing characteristics listed in the manufacturer's catalog in force on the date bids are requested for the work. This warranty is intended as an assurance by the manufacturer that his equipment is not being misapplied and is fit and sufficient for the service intended. This warranty is in addition to and not in limitation of other warranties or remedies required by law or by the Contract Documents. It shall be the responsibility of the Contractor for the particular equipment to obtain this warranty in writing.

In case the Contractor fails to do the work as so ordered, the Owner may have the work done and charge the cost thereof against monies retained as provided for in the contract and, if said retained monies shall be insufficient to pay such cost or if no money is available, the Contractor and it's sureties shall agree to pay the Owner the cost of such work.

CHANGE ORDER POLICY

Purpose

This policy provides the Contractor and the Owner with administrative and procedural requirements for handling and processing Contract modifications on projects, so that uniform methods

are consistently accomplished. Owner may, without invalidating the Contract, order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly.

Definition

Change Orders are written directives issued by the Owner to the Contractor, covering Contract modification in the plans and/or specification and/or quantities, within or beyond the original scope of the Contract. A Change Order clearly defines the modification(s), established the basis of payment by specifying if any increase or decrease to the Contract amount is necessary, and addresses any necessary time adjustments to the Contract term due to the contract modification(s).

Procedures

a) Owner shall have the authority to make minor changes in the work, not involving extra cost, but otherwise, except in an emergency endangering life or property, no extra work or change in the Contract shall be made unless in pursuance of a written order to the Contractor from Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered and approved by Owner.

b) The Contractor shall provide in writing to the Project Manager, a full description of the proposed modification and all associated issues. The Contractor shall include the following items:

    - Full description
    - Material and/or product information
    - Estimated quantities
    - Unit prices with extensions thereof showing total cost (price shall include all costs associated with that item, such as delivery charges, equipment rental, fees, etc.)
    - Statement indicating the effect the proposed modification will have on the Contract term.

c) Upon notification by Contractor and in consideration of all the information presented on the proposed change, the Project Manager shall proceed with the Change Order process. Based on the magnitude and cost considerations of the proposed change, the Project Manager shall notify the Park District for further discussion and subsequent determination.

d) Any increase to the original Contract amount must be discussed with the Project Manager to verify that proper account balances are maintained. If the approved Change Order increases the original Contract amount, a new request for Purchase Order must be prepared and processed through the Owners bookkeeping department for the additional amount.

e) Unless such proposed alterations and increases or decreases materially change the character of the work to be performed or the cost thereof from the original bid proposal and items of construction, the altered work shall be paid for within the scope of the original items of construction and at the corresponding unit prices.

f) If the Change Order is approved, the Project Manager shall subsequently prepare a Change Order form. The completed form shall be signed and dated by the Project Manager, and the form shall then be submitted to the Contractor for signing. The original Change Order form shall be returned back to Owner.

g) Upon receipt of the fully executed Change Order, the Project Manager shall notify the Contractor to proceed with the proposed change as stated on the Change Order Form.

h) The approved work shall be performed in accordance with the plans and specifications, and as directed by the Project Manager. The work shall be paid for at the unit prices or lump sum prices stipulated in the Change Order.

i) The Project Manager shall properly document all Change Order work, including equipment, personnel, material and time to accomplish the work.

j) Upon determination by the Owner and acceptance by the Contractor of the final quantities on a project, a final Change Order shall be prepared and processed. The purpose of this Change Order is to adjust the Contract amount based on the final approved quantities for the various items of construction, therefore establishing the final Contract amount.

DISPUTE RESOLUTION

Disputes include disagreements, matters in question, and differences of opinion between the Contractor and the Owner that may include a request for additional money and/or time. The Contractor shall submit a written statement detailing its position on a dispute to the Owner within ten (10) days of the Contractor and/or the Contractor's officials, employees, agents, subcontractors, etc., becoming aware of the circumstances giving rise to a dispute. The Owner will review the Contractor's statement and respond in writing within thirty (30) days.

The Contractor may submit a written rebuttal of the Owner's recommendation within ten (10) days of receiving a copy of said response. After considering all of the above, as well as any other relevant factors, the Owner shall make a decision regarding the dispute within sixty (60) days. All decisions of the Owner shall be final, unless the Contractor initiates appropriate legal action, in accordance with the terms, covenants, conditions, etc., contained in the Contract.

The Contractor's legal rights and remedies related to any and all disputes are limited in that the Contractor must complete the above dispute resolution process prior to initiating any legal action or exercising any other legal rights or remedies available to the Contractor by law, statute, ordinance, resolution, rule, regulation, etc., or otherwise.

The Owner's legal rights and remedies are in no way limited by the above dispute resolution process. The Owner is free, at any time and in its sole discretion, to initiate any legal action or exercise any other legal rights or remedies available

TERMINATION OF WORK

If the Contractor abandons, assigns or subcontracts the Work without the consent of the Owner or if the Owner finds that the Work is being unreasonably delayed and will not be completed within the contract time, that the conditions of the Contract are being willfully violated, executed carelessly or done in bad faith or that the Contractor is otherwise guilty of a violation of a provision of the Contract Documents, the Owner may notify in writing the Surety and Contractor of the default. I such default is not corrected within ten (10) days after notification, Owner may upon written notice have the Surety complete the Work.

If, within ten (10 days of notification, Surety fails to prosecute the Work, the Owner may, without prejudice to any other right or remedy held by it, terminate the employment of the Contractor and take possession of the job site and all materials, tools, equipment, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method it deems expedient at the expense of Contractor or Surety, or both. The Owner also has the option to declare the Contract null and void, and the retained percentages of payments and all materials delivered will become the property of the Owner. The Owner also has all of the rights and remedies provided hereunder and/or as are provided or are available under the laws of the State of Ohio.

B-3

PROPOSAL AND BID FORMS

TO THE STARK COUNTY PARK DISTRICT:

The undersigned, having full knowledge of the site and specifications for the following improvements and the conditions of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project, according to specifications and completion times for each phase of work, and to accept the lump sum price specified below for each item as full compensation for the work outlined in the proposal.

The "Total Amount of the Base Bid" based on the "Lump Sum Bid" given below amounts to the sum

of: $_____and _____/100 Dollars

The Contractor further agrees to complete all of the work specified in this bid by the completion date set forth herein. The bid prices shall include all labor, materials, equipment, overhead, profit, etc., to cover the finished work, including the cost of performance bond and liability and property damage insurance premiums.

The undersigned understands that the Owner reserves the right to reject any or all bids and waive any information in the bidding. The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon the receipt of Notice of Award by the Owner, bidder will execute the formal Contract attached within ten (10) days and deliver a Surety Bond or Bonds as required. The bid security attached in the form of a _____in the sum of_____

_____($_____) is to become the property of the Owner in the event the Contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

BIDDER:

_____
Firm Name

_____
Signature

By: _____ _____

Principal Title

_____

_____

Address

_____ _____

Phone E-mail Address

_____ _____

Date Federal Identification Number

(Seal if bid is by a Corporation)

B-4

BID GUARANTY AND CONTRACT BOND

BID GUARANTY AND CONTRACT BOND
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the **Stark County Park District** as obligors in the penal sum of the dollar amount of the bid submitted by the Contractor, as principal, to the Stark County Park District as the obligee, on _____, 20__, to undertake the construction of the _____**Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive Alternates 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 add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add 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 this _____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the 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 (10%) 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 and best bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest and best bidder and resubmits the project for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then 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 (10) days after the awarding of the Contract enters into a proper Contract in accordance with the bid, plans, details, specifications, and bills of material, which said Contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the Contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the Contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; 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 wise affect the obligations of said surety on its bond, and 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.

B-4

SIGNED AND SEALED THIS _____ DAY OF _____, 20 ___.

Attest: _____

Name: _____

Title: _____

(SEAL)

Principal: _____

By: _____

Name: _____

Title: _____

Address: _____

_____

Attest: _____

Name: _____

Title: _____

(SEAL)

Surety: _____

By: _____

Name: _____

Title: _____

Address: _____

_____

_____

Surety's Agent: _____

Address: _____

_____

Phone: _____

B-5

PERFORMANCE BOND

ONLY USE THIS FORM IF A BID GUARANTY AND CONTRACT BOND WAS NOT SUBMITTED WITH YOUR BID
PERFORMANCE BOND (ORC SEC. 153.57)

KNOW ALL PERSON BY THESE PRESENTS, that we, the undersigned _____ ("Contractor") as principal and _____ as sureties, are hereby held and firmly bound unto the Stark County Park District ("Owner") in the penal sum of _____ Dollars, for the payment of which well and truly to be made, we hereby jointly 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 Owner, which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor 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 therefore shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED THIS _____ DAY OF _____, 20 ___.

(SEAL)
_____
Witness

_____
Principal

_____
By

_____
Name & Title

(SEAL)
_____
Witness

_____
Surety

_____
By

_____
Name & Title

_____
Surety's Agent

_____
Address

_____
City, State ZIP

_____
Phone Number

_____
Address

_____
City, State ZIP

B-6

LIST OF SUBCONTRACTORS

In the spaces below, the Bidder shall list the names and addresses of any Subcontractors to which the Bidder proposes to sublet any portion of the work to be done under the Contract. The Bidder shall also state that portion of the work (by Item Number or Description) bidder proposes to sublet to each Subcontractor.

_____

_____

_____

_____

_____

_____

_____

_____

Date: _____

Signed: _____
Bidder

C-1

ON-SITE CHECKLIST FOR BULLETIN BOARDS

The Contractor will have the following items on a bulletin board located on the project site at all times:

1. State Prevailing Wage Rates
2. Paper stating company EEO Policy and company EEO Officer's name and phone number
3. Ohio Fair Employment Practices Law (Poster)
4. The Law (Poster)
5. Wage Rate Information Projects (Poster)

C-2

CONSTRUCTION PROJECT CONTRACT

This Contract is made and entered into this _____ day of _____, 20____, by and between the Stark County Park District (hereinafter referred to as the "Owner"), and _____ _____ (hereinafter referred to as "Contractor"). Throughout this Contract, the Owner and the Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties."

The Owner and the Contractor mutually agree as follows:

1. SCOPE OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, services, etc., including utility and transportation services, and perform and complete all work required to complete the following public improvement project:

INSERT NAME OF PROJECT

The Contractor shall perform all work in strict accordance with this Contract and all other documents listed below in Section 4, Scope of Contract.

2. CONTRACT PRICE

The Owner hereby agrees to pay the Contractor for work performed in accordance with the lump sum bid and agreed upon alternates, up to an amount not to exceed:

_____

INSERT TOTAL CONTRACT PRICE

The above amount is subject to additions and deletions, as provided in the Instructions to Bidders & General Conditions and the other documents listed below in Section 4, Scope of Contract.

3. TIME OF COMPLETION

The Contractor hereby agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the project by the following date:

INSERT DATE FOR FINAL COMPLETION

4. SCOPE OF CONTRACT

The Contract between the Parties for the project shall consist of the following:

A. This Construction Project Contract
B. Official Addenda
C. Instructions to Bidders and Standard Terms and Conditions
D. Project Specifications and Plans/Drawings
E. Signed/Completed Proposal and Bid Form

F. Signed/Completed Bid Guaranty and Contract Bond or Performance Bond
G. Documents Submitted With Bid
H. Any and All Additional Requirements and/or Conditions
I. Advertisement for Bids
J. All Documents Contained in the Invitation to Bid that are not Referenced Above, including all Such Documents that are Signed/Completed
K. Any Other Documents Designated as Contract Documents by the Owner Prior to Contract Execution

All of the above documents are incorporated into this Contract by reference and shall be considered a part of this Contract regardless of whether said documents are fully laid out herein and/or attached hereto.

5. PERFORMANCE WARRANTY

The Contractor represents and warrants that, at all times, the Contractor shall perform all work to the highest industry standards, using only properly trained employees, and in compliance with all terms, covenants, conditions, etc., contained in this Contract.

6. WRITTEN NOTICES

All notices to be given under this Contract shall be in writing and shall either be served personally or sent by certified mail, return receipt requested, to the Party receiving notice at the address provided below. A notice shall be deemed delivered: (a) immediately upon hand delivery or (b) three (3) days after being placed in the certified mail.

Notice to the Owner:
Attn: Executive Director
Stark County Park District
5300 Tyner Street NW
Canton, Ohio 44708

Notice to the Contractor:

_____

_____

_____

_____

7. MISCELLANEOUS PROVISIONS

7.01. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, excluding the State's choice-of-law principles. All claims, counterclaims, disputes, and other matters in question between the Parties, arising out of or in any way relating to this Contract, whether sounding in contract, tort, or otherwise, shall likewise be governed by and construed in accordance with the laws of the State of Ohio, excluding the State's choice-of-law principles.

7.02. All obligations of the Parties created hereunder are performable in Stark County, Ohio.

7.03. All claims, counterclaims, disputes, and other matters in question between the Parties, arising out of or in any way relating to this Contract, whether sounding in contract, tort, or otherwise, shall be brought in a court of competent jurisdiction within Stark County, Ohio, and each Party hereby expressly consents to the venue and jurisdiction of said courts and of the appropriate appellate courts therefrom.

7.04. Nothing in this Contract shall be deemed or construed by the Parties or any other entity to create an employer-employee relationship, a principal-agent relationship, a partnership, or a joint venture between the Parties.

7.05. The captions and headings in this Contract are for convenience only and shall not be used for the purposes of interpreting any sentence, paragraph, clause, provision, etc., or any combination of the same, contained in this Contract.

7.06. If any sentence, paragraph, clause, provision, etc., or any combination of the same, contained in this Contract is in violation of any law, statute, ordinance, resolution, regulation, rule, etc., said sentence, paragraph, clause, provision, etc., or said combination of the same, shall be inoperative and the remainder of this Contract shall remain binding upon the Parties. It is the intention of the Parties to make this Contract binding only to the extent that it may be lawfully done.

7.07. This Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, permitted assigns, executors, administrators, and legal representatives.

7.08. No amendment, modification, or alteration of any term, covenant, condition, etc., contained in this Contract shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

7.09. The rights and remedies provided by this Contract are cumulative. The use of any one right or remedy by a Party shall in no way be considered a waiver of, and shall in no way preclude the Party from exercising, any or all of the Party's other available rights and remedies. Said rights and remedies are given in addition to any other rights and remedies available to the Parties by law, statute, ordinance, resolution, regulation, rule, etc., or otherwise.

7.10. No waiver by either Party of any default or breach of any term, covenant, condition, etc., contained in this Contract shall be deemed to be a waiver of any other default or breach of the same or any other term, covenant, condition, etc., contained in this Contract.

7.11. The Parties agree that time is of the essence.

7.12. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall have the same force and effect as if the

Parties had executed a single copy of this Contract. A copy of this Contract that is executed by one Party and transmitted to the other Party by email or other electronic means shall be deemed to be an original and have the same legal effect as an original.

7.13. Each Party represents and warrants that the person(s) signing this Contract on the Party's behalf is/are duly authorized to sign this Contract.

7.14. Both Parties acknowledge having had ample opportunity to have this Contract reviewed by legal counsel of the Party's own choosing prior to execution. Any and all ambiguities, inconsistencies, or conflicts in this Contract shall not be strictly construed against the drafter of the language, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the Parties' intentions at the time this Contract is entered into.

7.15. All terms, covenants, conditions, etc., contained in this Contract that are related to any claims, counterclaims, disputes, or other matters in question between the Parties and/or are related to any indemnification obligation(s), and all other terms, covenants, conditions, etc., contained in this Contract that by their nature are intended to survive expiration or termination of this Contract and/or that must survive expiration or termination of this Contract in order to give effect to their meaning, shall survive expiration or termination of this Contract.

7.16. This Contract constitutes the sole and entire agreement between the Parties with respect to its subject matter and shall supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

7.17. Notwithstanding any other term set forth in the Contract Documents, under no circumstances shall the Owner be liable for consequential, indirect, punitive, or special damages of any kind as a result of breach of contract, tort or any other form or cause of action brought under or arising out of this Agreement, even if such damages or the claim thereof were foreseeable or disclosed to Owner prior to the execution hereof.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures below.

Contractor

Witness: _____ By: _____

Date: _____ Name: _____

Title: _____

(If the Contractor is a corporation, the corporate seal must be affixed hereon)

STARK COUNTY PARK DISTRICT

Witness: _____ By: _____

Date: _____ Name: _____

Title: _____

Approved as to form and legal sufficiency

_____
Counsel for the Stark County Park District

D-1

STAMPED CONSTRUCTION PLAN SET