

3111 Hilton St. NW
Massillon, Ohio 44646
Phone: (330) 833-2141
Fax: (330) 833-2153



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SOLICITING BIDS FOR FASNACHT PARK BARN IMPROVEMENTS

Solicitation Start Date: April 21, 2026

Solicitation End Date: May 5, 2026 at 6PM

Title: **BIDS FOR FASNACHT PARK BARN IMPROVEMENTS**

Description: Restoration/Repair of Barn Roof, Structural Beams,
Foundation and Flooring and Optional Improvements

To Receive Bid Packet Specifications:

Email Public Works Director, John Wellman (jwellman@perrytwp.com) and
Administrative Assistant, Renee Schalmo (rschalmo@perrytwp.com)
Perry Township Road Department
1500 Jackson Ave SW
Massillon, Ohio 44646
OR Call:
Office (330) 832-7750
Fax (330) 832-6613

PREVAILING WAGES REQUIRED



NOTICE REQUEST FOR PROPOSAL

Purchase of: **FASNACHT PARK BARN IMPROVEMENTS**

Summary

Perry Township is currently soliciting proposals for its purchase of the above-referenced services. The Township's intent is to award an agreement to the successful vendor, who submits the lowest responsive and responsible proposal conforming to the accompanying terms and conditions. The purpose of this Request for Proposal (RFP) process is to obtain the identified service at a competitive price.

Copies of the **RFP** document can be obtained at the Perry Township Administration Office, 3111 Hilton Street, NW, Massillon, Ohio 44646, or on the Township's website (www.perrytwp.com) beginning on or about **April 21, 2026**

Signed proposals must be submitted to the attention of the Fiscal Officer, Craig Chessler, 3111 Hilton Street, NW, Massillon, Ohio 44646. **Proposals are due no later than 6:00 p.m., on May 5, 2026.**

Questions or requests for clarification may be directed to the Fiscal Officer at (330) 833-2141 or via email at cchessler@perrytwp.com. Any exceptions to the terms or conditions of this RFP must be clearly stated in writing in the proposal. The Township reserves the rights to reject any and all proposals, to waive irregularities, to retain all proposals submitted, and to use any idea in a proposal regardless of whether that proposal is selected, and to cancel this RFP if doing so would be in the public interest. Perry Township reserves the right to accept the proposal which satisfies the terms and conditions, is deemed conforming, and which the Township considers most advantageous.

The Fiscal Officer and Public Works Director will evaluate all submitted proposals. A written recommendation will then be made to the Township Board of Trustees. The Township Board of Trustees will make any final determination in the selection process, and its decision may not. The substance of this Notice shall be published once in the Township (print or digital version), or on the website and social media accounts of the Township, not less than two weeks before the meeting of the Board of Trustees scheduled for **May 12, 2026**.

Perry Township Board of Trustees

Dated: _____

Additional Rights Reserved

This RFP does not obligate Perry Township to complete the RFP process. The Township reserves the right to amend any provision of the RFP prior to the announcement of a selected vendor. In case of such amendment, all respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment. Perry Township also reserves the right to remove any condition from consideration for this contract should the evaluation show that it is in Township's best interest to do so, and the Township may negotiate additional provisions to the purchase agreement awarded under this RFP.

Perry Township Parks

Summerdale ~ Lynch ~ Regis Perry Sr Park ~ Meredith ~ Oakhill ~ Fasnacht ~ Grovemiller

Fasnacht Park Barn Improvements Bid

This is for improvements to the largest barn located at Fasnacht Park including (required scope of work):

- Repair Roof including replacing slate tiles needed to repair the roof
- Install new gutters and downspouts
- Replace and install interior beams supporting the roof and structure of the barn which need to be replaced
- Repair the foundation of the barn
- Re-grout entire foundation stone
- Replace and repair flooring inside the barn which has deteriorated
- Smaller neighboring barn (see image #6) wood can be used for repairs

OPTIONAL LIST OF SERVICES:

Respondents *may* submit pricing for the following optional services. These items shall be listed and priced separately from the base bid:

- 1) Replace windows and louvered openings (See images 1–7)
- 2) Replace and repair the main door shown in image #7
- 3) Upgrade electric service and separate it from the existing residential structures
- 4) Upgrade water service/access and separate it from the existing residential structures
- 5) Remove and dispose of farming equipment inside the barn

Pricing Requirements for Responsive Bids:

- The Base Bid shall include only the required scope of work identified in the 1st list above.
- Each optional item (2nd list above) shall be clearly identified and priced as a separate line item.
- Respondents shall *not* include optional items in the Base Bid total.

Evaluation and Award:

Award of a contract is contingent upon the availability of funds. The Township reserves the right to:

- Award the Base Bid only
- Award the Base Bid with selected optional items
- Reduce the scope of work to remain within available funding

- Reject all proposals if the cost exceeds available funds or if it is determined to be in the Township’s best interest

See photos below showing the layout of the barn from the outside.



#1



#2



#3



#4



#5

#6





#7

ENTER A PROPER CONTRACT

Enter into “a proper contract” means that within ten (10) days after receipt of the Township’s Notification of award, the successful bidder shall file with the Township Trustees the following documents exactly in the manner specified:

1. Signed contract, with Certified Corporation Resolution, or notarized statement of Partnership as sole Owner.
2. A Performance bond for the full amount of the contract, if bid guaranty was in the form of a certified check, cashier’s check, or letter of credit.
3. Certificate of Insurance.
4. Current Ohio Worker’s Compensation Certificate.
5. A statement in accordance with ORC Section 5719.04 filed on Attached 1 or 3 stating whether the bidder has delinquent personal property taxes at the time of the bid.

Upon failure, within ten (10) days of notification of the award, to file the documents listed above, in the manner specified by the Township, the bidder and/or the surety bond shall be liable to the Township under their bid guaranty.

DEFINITIONS

The following may be used interchangeably in the specifications:

Township/Perry Township Trustees/Owner
Bid/Proposal
Project/Work

INVITATION TO QUOTE

The invitation to quote is incorporated by reference in these instructions.

OHIO SALES TAX

The Township is exempt from the payment of the Ohio Sales and Use Tax, the cost of such is not to be included in the proposal.

PERMITS, FEES

The Contractor shall obtain and apply for all permits, fees, and licenses necessary for the performance of his work on the project. The cost of such may be included in the proposal.

TIME OF COMPLETION

Contracts shall complete the Project Work, all extensions and weather delays included, **not later than June 30, 2026.**

LIQUIDATED DAMAGES

The Township will suffer additional costs if the project is not substantially completed within the time specified. As a condition to the acceptance of the Contract, each Contractor and its surety shall be liable for and pay the Township liquidated damages in the amount of \$100.00 for each day the project remains in an unfinished condition beyond the time for completion set forth in these instructions to Bidders. Such an amount may be deducted by the Township from any payment due or to become due to said Contractor. Nothing under this section shall prohibit the Township from recovery of damages for delay under other provisions of the Contract documents.

Punch list items must be completed within thirty (30) days after a substantial completion acceptance signified by a written inspection report by the Township representative to avoid imposing liquidated damage penalties.

The said amount is fixed because of the impracticability and extreme difficulty of determining and fixing the actual additional costs the Township would, in such event sustain, and said amount is agreed to be the amount of damages which the Township would sustain and shall not be treated as retainage.

This is of the essence for each and every portion of the project and of the Specification wherein a definite and certain length of time is fixed for the performance of any act. Where an additional time is allowed for the completion of any work, the new time fixed by such extension shall control.

The contractor shall not be charged with liquidated damages when the Township determines the contractor is without fault and the Contractor's reasons for the time extensions are acceptable to the Township providing the Contractor shall, within then (10) days from the beginning of such delay, notify the Township in writing of the causes of the delay.

The Township's right to liquidate damages under this Clause is in addition to and separate from their right to recover under the Form 1 Bid Guarantee Bond or Performance Bond, whichever is applicable, as required under Clause II of these Specifications.

UNIT PRICES

When unit prices are requested, the unit prices specified in the unit price bid column will govern the award of the contract. The bidder shall make the calculations in the total amount bid column and also add up the total. The total bid amount is the bid contemplated by these specifications. If a mathematical error is made determining the total bid amount, the unit price specified together with the approximate quantities shall determine the total amount of the bid.

PROJECT PRICE

The Contract shall be awarded to the successful bidder, who shall be the lowest responsible Bidder based upon a total contract price in accordance with the applicable provisions of this contract. In no event shall the project exceed a total cost of \$500,000.00.

METHOD OF PAYMENT

Payment shall be made to the successful bidder, in accordance with the applicable provisions of this contract.

INSURANCE SPECIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS AT ANY TIER

The Contractor, all Subcontractors, and all Sub-Contractors, hereafter called the "Contractor" shall provide and maintain during the life of this contract the following minimum insurance limits and conditions:

COMPREHENSIVE GENERAL LIABILITY

The comprehensive General Liability Coverage shall include Completed Operations Product Coverage, Personal Injury Coverage, and Contractual Liability Coverage to satisfy the Indemnification Clause included herein.

The Comprehensive General Liability Coverage shall include Underground Hazards for sub-surface operations; Explosion and Collapse Liability Coverage shall be determined by the township on the basis of specific construction exposures.

INDEMNIFICATION CLAUSE

The Contractor agrees to indemnify and save the Township, its officials, agents, and Employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property whatsoever nature of any person, firm or corporation arising out of the errors, omissions, or negligent acts of the Contractor in the performance of the terms of this contract by the Contractor, including but limited to the Contractor's employees, agents, subcontractors, sub-subcontractors, and other designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this Contract.

CERTIFICATE OF INSURANCE

The Contractor shall file a Certificate of Insurance for all coverage required in these Insurance Specifications of the AOORD 25 Form (preferred), and a copy of his current Worker's Compensation Certificate, with the Township before starting work on the project, and shall keep such Certificates current and on file with the Township for the life of this Contract.

The required bid guarantee is attached to this proposal.

Upon acceptance of this proposal for said work, the Perry Township Board of Trustees does hereby bind
this day of May, 2026 to enter into a written contract and the
bond with the Perry Township Board of Trustees, Stark County, Ohio within ten (10) days from the day of
the award.

CORPORATE RESOLUTION

_____, Secretary of _____

an _____ Corporation hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of _____

_____, on _____, 2026, to wit:

“Resolved, that _____ of this Company, namely, _____
_____, be and s/he hereby is authorized and directed to enter into any and all _____ contracts, bid guaranties, and performance bonds with the Perry Township Board of Trustees, Stark County, Ohio for the purpose of furnishing labor and materials as to _____ at such price and upon such terms and conditions, including any _____ amendments or modifications thereto, as said _____ in his/her sole discretion shall deem best, and _____ that said actions shall be binding upon the corporation.

Resolved, further, that said _____ be, and s/he further is hereby authorized and directed to execute and deliver unto said Perry Township Board of Trustees other instruments which in his/her discretion s/he shall deem necessary to carry out the foregoing _____ resolution.”

IN WITNESS THEROF, I have here hereunto set my hand and affixed the seal of said Corporation at _____, _____, this _____ day of May, 2026, and I further certify that said resolution is still in full force and effect.

SECRETARY

SEAL

BID GUARANTY FORM 1

BID GUARANTY BOND AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the

(Name, Address of Contractor)

as Principal, hereinafter called Principal, and

(Name and Full Mailing Address of Surety)

as surety, hereinafter call Surety, are hereby and firmly bound unto the Perry Township Board of Trustees, Stark County, Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on the ____ day of _____, 2026 to _____. The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating and additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that whereas the Principal has submitted a bid for 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 (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which 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 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 receipt of notification of award of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein:

QUOTE GUARANTY BOND AND PERFORMANCE BOND

NOW ALSO, if said Principal shall well and faithfully so and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in carrying forward, performing, or completing of said contract; we agree and assent that this undertaking shall be for the Obligee herein; then one (1) year thereafter 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.

Upon the execution of the proper contract specified herein, the said Bid Guaranty Bond shall constitute and be a Performance Bond as provided herein and in accordance with the statutes of the State of Ohio.

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.

Signed this _____ day of _____, 2026.

PRINCIPAL: _____

WITNESS OF PRINCIPAL

By: _____

Title: _____

Surety: _____ **By:** _____

WITNESS OF ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

(Full Mailing Address)

(1) Signed by the same one or two Officials who will be signing the contract.

Facsimile signatures are not acceptable.

(This Bond may be photocopied, but not retyped.)

QUOTE FORM

Note 1: The signing of the bid represents the bidder's acceptance of the terms and conditions of the instructions to bidders and specifications and provisions and that the bidder will enter into the contract if he is awarded the bid. Bid is to be firm for thirty (30) days.

Note 2: The bidder agrees that the Perry Township Board of Trustees had the right to reject any or all bids and waive informality in any bid and that the bidder shall not dispute the correctness of the methods used in computing the lowest and best bidder.

TO: Perry Township Board of Trustees
3111 Hilton St., NW
Massillon, Ohio 44646

FROM: _____
FIRM NAME

ADDRESS: _____

PHONE NUMBER: _____

ARE YOU AN EQUAL OPPORTUNITY EMPLOYER?

YES _____

NO _____

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)

) SS:

STARK COUNTY)

_____, being first duly sworn, deposes and says that s/he is
_____(Sole Owner, a partner, president, secretary, etc.) of
_____the party making the foregoing proposal quote; that such quote is
genuine and not collusive or sham; that said bidder or person, to put in a sham quote, or that such
other person shall refrain from quoting and has not in any manner, directly or indirectly sought by
agreement or collusion, or communication or conference with any person, to fix the quoted price of the
affiant or any other bidder or to fix any overhead, profit, or cost element of said quote price, or that of
any other bidder, or to secure any advantage against Perry Township, Stark County, Ohio, or any
persons interested in the proposed contract; and all statements contained in said proposal or quote is
true; and further that such quoter has not, directly or indirectly, submitted this quote, or the contents
thereof, or divulged information or data relative thereto to any association or to any member or agent
thereof.

Affiant

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

Notary Public