
VILLAGE OF MINSTER

2025-2026 SIDEWALK REPAIR AND REPLACEMENT PROJECT

August 2025

BID DOCUMENTS



VILLAGE OF MINSTER
5 W. FOURTH ST.
P.O. BOX 1
MINSTER, OH-45865-0001

Donald W. Harrod, Village Administrator

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ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

Village of Minster 2025 - 2026 Sidewalk Repair and Replacement Project

Sealed Bids for the Village of Minster 2025-2026 Sidewalk Repair and Replacement Project will be received by the Village of Minster at 5 W. Fourth Street, P.O. Box 1, Minster OH 45865, until September 30, 2025 at 10:00 a.m. E.D.T. at which time they will be publicly opened and read.

In general, the Work consists of the removal and replacement of cracked or damaged sidewalks, drive approaches and curb and gutters along with miscellaneous seeding and mulching at various locations in the Village of Minster.

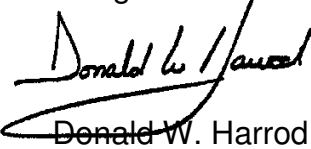
The Bidding Documents which include specifications and plans may be examined and obtained at the Village Administration office.

Bids must be signed and submitted on the separate bidding forms included in the Bidding Documents, sealed in an envelope, and shall be accompanied by either a Bid Guaranty Bond in the amount of 100% of the Bid amount or by a certified check, cashier's check, or letter of credit on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. The successful BIDDER will be required to furnish a satisfactory Performance Bond in the amount of 100% of the Bid.

No BIDDER shall withdraw his Bid within 60 days after the actual opening thereof.

The Owner reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid which is deemed by Owner to be most favorable to the Owner.

Advertise: September 9, 2025
www.minsteroh.com

Village of Minster

Donald W. Harrod
Village Administrator

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- A. BIDDER---**The Individual or Entity who submits a Bid directly to the Owner.
- B. Issuing Office---**The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder---**The lowest, responsible BIDDER submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- D. Bid Security---**Bid Guarantee Bond, certified check, cashier's check or letter of credit in the form and amount required by ORC 153.54.
- E. Performance Bond---**The-Bond in the form and amount required by ORC 153.54(C) and 153.57.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01** Complete sets of the Bidding Documents may be obtained as stated in the Advertisement or Invitation to Bid.
- 2.02** Complete sets of Bidding Documents must be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03** Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01** To demonstrate BIDDER's qualifications to perform the Work, within five days of Owner's request BIDDER shall submit written evidence such as financial data, previous experience, present commitments, equipment manufacturers to be used, subcontractors, and other such data as may be called for.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

- A.** The Supplementary Conditions identify:
 - 1.** those reports of explorations and tests of subsurface conditions at or contiguous to the Site used in preparing the Bidding Documents;
 - 2.** those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) used in preparing the Bidding Documents;
- B.** Copies of reports and drawings referenced in paragraph 4.01.A will be made available by Owner to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which BIDDER is entitled to rely as provided in Paragraph 4.02 of the General Conditions, if any, has been identified and established in paragraph 4.02 of the Supplementary Conditions. BIDDER is responsible for any interpretation or conclusion BIDDER draws from any “technical data” or any other data, interpretations, opinions, or information in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

- A.** The Supplemental Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B.** Copies of the reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which BIDDER is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary

Conditions. BIDDER is responsible for any interpretation or conclusion BIDDER draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04** Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.
- 4.05** On request, Owner will provide BIDDER access to the Sites to conduct such examinations, investigations, explorations, tests, and studies as BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. BIDDER shall comply with all applicable laws and regulations relative to excavation and utility locates.
- 4.06** Reference is made to the Drawings for the identification of the general nature of work, if any, that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each BIDDER for examination access to or copies of Contract Documents, if any, (other than portions thereof related to price) for such other Work.
- 4.07** It is the responsibility of each BIDDER before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. visit the Sites and become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy BIDDER as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

- D.** carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
- E.** obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F.** agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G.** become aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H.** correlate the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I.** promptly give Owner written notice of all conflicts of errors, ambiguities, or discrepancies that BIDDER discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to BIDDER; and
- J.** determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this ARTICLE 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that BIDDER has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that BIDDER has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A Pre-Bid Conference will not be scheduled.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Sites are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, delivered, or faxed to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 - BID SECURITY

8.01 Each Bid must be accompanied by Bid Security made payable to Owner.

8.02 The Bid Security of Successful BIDDER will be retained until such BIDDER has executed the Contract Documents, furnished the required Contract Security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful BIDDER fails to execute and

deliver the Contract Documents and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of other BIDDERS whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid Security furnished by such BIDDERS will be returned.-

- 8.03** Bid Security of other BIDDERS whom Owner believes do not have a reasonable chance of receiving the award will be returned after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01** The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01** Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 -SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01** The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, Individuals, or Entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, Individuals, or Entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, Individual, or Entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, Individual,

or Entity, Owner may, before the Notice of Award is given, request apparent Successful BIDDER to submit a substitute in which case apparent Successful BIDDER shall submit an acceptable substitute, BIDDER's price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the contract award.

12.02 If apparent Successful BIDDER declines to make any such substitution, Owner may award the contract to the next lowest, responsible, responsive BIDDER that proposes to use acceptable Subcontractors, Suppliers, Individuals, or Entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any BIDDER. Any Subcontractor, Supplier, Individual, or Entity so listed and against which Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, Individual, or Entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.

13.02 All blanks on the Bid Form must be completed by printing in ink or by typewriter and the bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A bid price shall be indicated for each unit price item listed therein and in addition thereto make an extension based on the estimated quantities or the words "No Bid", "No Charge", or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name, signed by a partner (whose title must appear under the signature), and accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of

the formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the BIDDER's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

13.08 All names must be typed or printed in ink below the signatures.

13.09 All Bids shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 The Bid shall contain evidence of BIDDER's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. BIDDER's State contractor license number, if any, for the state of the project, if any, shall also be shown on the Bid Form.

ARTICLE 14 -BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. BIDDERS shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the BIDDER deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 If applicable, Bid prices will be compared after adjusting for differences in the time designated by BIDDERS for Substantial Completion. The adjusting

amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in ARTICLE 9.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01** Each prospective BIDDER is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form, and, if required, the Bid Bond form. The unbound copy of the Bid Form is to be completed and submitted with the Bid Security.
- 15.02** A bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title (and, if applicable, the designated portion of the project for which the Bid is submitted), the name and address of BIDDER and accompanied by the Bid Security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED".

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01** A Bid may be modified or withdrawn by appropriate written documentation duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the date and time for the opening of Bids.
- 16.02** If within 24 hours after Bids are opened, any BIDDER files a duly-signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid that BIDDER may withdraw its BID, and the Bid Security will be returned. Thereafter, if the Work is rebid, that BIDDER will be disqualified from further bidding on the work.

ARTICLE 17 - OPENING OF BIDS

- 17.01** Bids will be opened at the time and place indicated in the Advertisement for Bid, and unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to BIDDERS after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01** All Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01** Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner may also reject the Bid of any BIDDER if Owner believes that it would not be in the best interest of the Project to make an award to that BIDDER. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER. Owner may elect to remove all of or portions of streets identified in the bid documents as part of this project.
- 19.02** More than one Bid for the same Work from an Individual or Entity under the same or different names will not be considered. Reasonable grounds for believing that any BIDDER has an interest in more than one Bid for the Work may be cause for disqualification of that BIDDER and the rejection of all Bids in which that BIDDER has an interest.
- 19.03** In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04** In evaluating qualifications and Bids, Owner will consider the qualifications of BIDDERS and may consider the experience of Subcontractors, Suppliers, and other Individuals or Entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other Individuals or Entities must be submitted as provided in the Supplementary Conditions.-
- 19.05** Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, Individuals or Entities to perform the Work in accordance with the Contract Documents.
- 19.06** If the Contract is to be awarded, Owner will award the Contract to the BIDDER whose Bid is in the best interest of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.01** ARTICLE 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to Performance Bond and insurance. When the Successful BIDDER delivers the

executed Agreement to Owner, it must be accompanied by the required Performance Bond and Certificate of Insurance.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful BIDDER, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as thereto attached. Within 15 days thereafter, Successful BIDDER shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully-signed counterpart to Successful BIDDER with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from Sales Taxes on materials and equipment to be incorporated in the Work (Exemption No. 34-6400913). Such taxes shall not be included in the Bid. Refer to paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 24 - PREVAILING WAGE RATES

24.01 The BIDDER to whom the Contract is awarded will not be required to pay, the prevailing wage rate promulgated by the State on this project.

ARTICLE 25 - ENGINEER'S ESTIMATE

25.01 The Engineer's Estimate for this project is: \$213,677.50

BID FORMS

BID FORM

Village of Minster
2025 - 2026 Sidewalk Repair and Replacement

ARTICLE 1 – BID RECIPIENT

- 1.01** This bid is submitted to:
Village of Minster
5 W. Fourth St., P.O. Box 1
Minster, OH-45865
- 1.02** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Bid Price and within the Contract Times and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENT

- 2.01** BIDDER accepts all of the terms and conditions of Instruction to BIDDERS, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of the Owner.

ARTICLE 3---BIDDER’S REPRESENTATIONS

- 3.01** In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
- A.** BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

_____ - Number---- _____ -Date

_____ - Number---- _____ -Date

_____ - Number---- _____ -Date

- B.** BIDDER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C.** BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D.** BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions paragraph 4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, which have identified in the Supplementary Conditions paragraph 4.06;
- E.** BIDDER has obtained and carefully studied (or assumes the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto;
- F.** BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with other terms and conditions of the Bidding Documents;
- G.** BIDDER is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H.** BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I.** BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to BIDDER;
- J.** The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted; and
- K.** BIDDER will submit written evidence of its authority to do business in the state where the project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 BIDDER further represents that:

- A. -this Bid is genuine and not made in the interest of or on behalf of any undisclosed Individual or Entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. -BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
- C. -BIDDER has not solicited or induced any Individual or Entity to refrain from bidding; and
- D. -BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

ARTICLE 5 – BASIS OF BID

5.01

- A. BIDDER will perform the following Work at the following indicated unit prices.
- B. BIDDER acknowledges that:
 - 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL COST
452	6" Non-reinforced Concrete Pavement as Per Plan	S.Y.	127.7		
452	9" Non-Reinforced Concrete Pavement as per Plan	S.Y.	96.2		
608	4" Concrete Walk as Per Plan	S.F.	6,027.75		
608	Curb Ramp as Per Plan	S.F.	618		
609	Combination Curb and Gutter Type 2, 6" Plate as Per Plan	FT.	118		
609	Combination Curb and Gutter Type 2, 8" Plate a Par Plan	Ft.	74		

659	Seeding and Mulching	Lump	1	_____
614	Maintaining Traffic	Lump	1	_____
TOAL				_____

ARTICLE 6 – TIME OF COMPLETION

6.01 BIDDER agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the contract times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A.** Required Bid Security
- B.** Affidavit of Bidder Regarding Delinquent Personal Property Taxes
- C.** Affidavit of Non-Collusion
- D.** Ohio Dept. of Public Safety Declaration Regarding Material Assistance/Nonassistance to a Terrorist organization

ARTICLE 8 – DEFINED TERMS

8.01 Terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted on-_____, 2025 by:

If BIDDER is:

An Individual

By: - _____ Name:- _____
 ----- (Signature)----- (Typed or Printed)

Doing business as:- _____

Business Address:- _____

Phone No.:- _____ Fax No.:- _____

Federal I.D. Number: _____ Email:- _____

A Partnership

- _____
(Partnership Name)

By: - _____ -- Name:- _____
----- (Signature of Authorized Partner—attach evidence of authority to sign) ---- (Typed or Printed)

Title: _____

Business Address:- _____

Phone No.:- _____ Fax No.:- _____

Federal I.D. Number: _____ Email:- _____

A Corporation

- _____ Corporation Seal:-
- (Corporation Name)

- _____
- (State of Incorporation) (Date of authorization to do business in State where project is located)

Type of Business: (General, Professional, Service, Limited Liability)

By: _____ -- Name: _____
(Signature of Officer Authorized to Sign – attach evidence of authority to sign) ----- (Typed or Printed)

- _____ Attest:- _____
(Title)

Business Address:- _____

Phone No.: _____ Fax No.:- _____

Federal I.D. Number: _____ Email:- _____

BID GUARANTY BOND
(Section 153.571-Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as principal (BIDDER) and _____
_____ as Sureties, are hereby held and firmly bound unto the Village of Minster as
obligee (OWNER) in the penal sum of the dollar amount of the bid submitted by the
principal to the obligee on the _____ day of _____, 2025 to undertake the
project known as 2025- 2026 Sidewalk Repair and Replacement Project.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the
obligee, incorporating any additive or deductive alternate proposals made by the
principal on the date referred to above to the obligee, which are accepted by the
obligee. In no case shall the penal sum exceed the amount of _____
dollars. *(If the foregoing blank is not filled in, the penal sum will be the full amount of
the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount
stated must not be less than the full amount of the bid including alternates, in dollars
and cents. A percentage is not acceptable.)* For the payment of the penal sum well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above
named principal has submitted a bid for the above referenced 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 pays to 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 fifteen
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 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; 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 thereof shall in any way 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 in or to the plans and specifications.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 2025.

BIDDER AS PRINCIPAL

Company name

-Street

City State ----Zip

By: -_____
-----Signature

Witness

-Name and Title

SURETY

Seal

-Surety's name and seal

Street

City State Zip

SURETY AGENT

Agency name

Street

City State Zip

By: -_____
----Signature (Attach Power of Attorney)

Witness

-Name and Title

**AFFIDAVIT OF BIDDER REGARDING DELINQUENT
PERSONAL PROPERTY TAXES**

STATE OF OHIO
COUNTY OF (-----)

I _____ -am- _____
(Name) (Title)

of- _____
(BIDDER)

- _____
(Address: Street, City, State, Zip)

being first duly sworn, deposes and says as follows:

- (answering whichever is applicable by placing an "X" before Items 1 or 2.)

1. (-)-We are not charged with any delinquent personal property taxes on the general tax list of personal property in Village of Minster, Auglaize County, Ohio.
2. (-)-We are charged with delinquent personal property taxes on the general tax list of Village of Minster, Auglaize County, Ohio including unpaid penalties and interest in the amount of \$ _____.

The BIDDER is familiar with the Ohio Revised Code Section 5719.042.

Sworn and subscribed before me this

(Signature)

_____ day of _____, 2025

Notary Public in and for said State

My Commission Expires: _____

The purpose of this affidavit is to comply with the Ohio Revised Code Section 5719.042.

NON-COLLUSION AFFIDAVIT

State of Ohio

BID Identification:- Village of Minster 2025 – 2026 Sidewalk Repair and Replacement Project

CONTRACTOR _____

being first duly sworn, deposes and says that he is _____
(sole owner, a partner, president, secretary, etc.) of _____,
the party making the foregoing BID; that such
BID is not made in the interest of or on behalf of any undisclosed person,
partnership, company, association, organization, or corporation; that such BID is
genuine and not collusive or sham; that said BIDDER has not directly or indirectly
induced or solicited any other BIDDER to put in a false or sham BID, and has not
directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or
anyone else to put in a sham BID, or that any one shall refrain from bidding; that
said BIDDER has not in any manner, directly or indirectly, sought by agreement,
communication or conference with anyone to fix the BID price of said BIDDER or of
any other BIDDER, or to fix any overhead, profit, or cost element of such BID price,
or of that of any other BIDDER, or to secure any advantage against the OWNER
awarding the contract or anyone interested in the proposed contract; that all
statements contained in such BID are true; and, further, that said BIDDER has not,
directly or indirectly, submitted his BID price or any breakdown thereof, or the
contents thereof, or divulged information or data relative thereto, or paid and will not
pay any fee in connection therewith, to any corporation, partnership, company,
association, organization, BID depository, or to any member or agent thereof, or to
any other individual except to such person or persons as have a partnership or other
financial interest with said BIDDER in his general business.

Signed:- _____

Subscribed and sworn to before me this _____ day of _____,
2025

Seal of Notary

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME		PHONE ()	
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

DECLARATION

In accordance with section 2909.32 (A) (2) (b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes ☐ No ☐
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes ☐ No ☐
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes ☐ No ☐
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes ☐ No ☐
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes ☐ No ☐
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes ☐ No ☐

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this de

APPLICANT SIGNATURE

DATE

AGREEMENT FORMS

NOTICE OF AWARD

Dated: _____

Village of Minster
2025- 2026 Sidewalk Repair and Replacement Project

BIDDER: _____

BIDDER ADDRESS: _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the successful BIDDER and are awarded a Contract for:

2023 Sidewalk Repair and Replacement Project

(Indicate total Work, alternates, or sections of Work awarded)

The Contract Price of your Contract is-

_____ (\$) _____

Two (2) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. No sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award.-

1. Deliver to the OWNER two (2) fully-executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on page A-8.
2. Deliver with the executed Contract Documents the Contract Security (Bond) as specified in the Instructions to Bidders (ARTICLE 20), General Conditions (paragraph 5.01), and Supplementary Conditions (paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, annul this Notice of Award, and declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one (1) fully-executed counterpart of the Contract Documents.

Village of Minster

By: _____
(Authorized Signature)

Administrator
(Title)

Surety

Surety's Agent

AGREEMENT

THIS AGREEMENT is by and between the Village of Minster (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and replacement of cracked or damaged sidewalks, drive approaches and curb and gutters along with miscellaneous seeding and mulching at various locations in the Village of Minster.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Village of Minster 2025 – 2026 Sidewalk Repair and Replacement Project

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by OWNER who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment.

- A.** The Work will be substantially completed on or before June 30, 2026, and ready for final payment on or before July 15, 2026.

4.03 Liquidated Damages

- A.** CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with ARTICLE 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined for all work at the prices stated in CONTRACTOR's Bid provided within this document.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A.** CONTRACTOR shall submit Applications for Payment in accordance with ARTICLE 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the fifteenth day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the Unit Price Work based on the number of units completed.
 - 1.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may determine, or OWNER may withhold, including, but not limited to, liquidated damages in accordance with paragraph 14.02 of the General Conditions:
 - a.** ninety-two percent of Work completed (with the balance being retainage). If Work has been 50% completed as determined by OWNER, and if the character and progress of the Work have been satisfactory to OWNER, OWNER may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
 - b.** ninety-two percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2.** Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as OWNER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of the unit price of Work to be completed or 25% of the unit price of work to be corrected as shown on the tentative list of items to be completed or corrected.

6.03-Final Payment

- A.** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.07.

ARTICLE 7 --INTEREST

7.01 All moneys not paid when due as provided in ARTICLE 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 --CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A.** CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents;
- B.** CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance of the Work;
- C.** CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D.** CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
- E.** CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all or additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incidental thereto;
- F.** CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for

the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents;

- G.** CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents;
- H.** CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;
- I.** CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR; and
- J.** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 --CONTRACT DOCUMENTS

9.01 Contents

- A.** The Contract Documents consist of the following:

 - 1.** This Agreement (pages A-2 to A-8, inclusive).
 - 2.** Performance and other Bonds identified as Exhibits B and C consisting of pages A-9 to A-12.
 - 3.** Notice to Proceed (A-13).
 - 4.** General Conditions (pages 1 to 42, inclusive).
 - 5.** Supplementary Conditions (SC-1 to SC-20, inclusive).
 - 6.** Specifications bearing the title Village of Minster Sidewalk Replacement and consisting of 3 page(s).
 - 7.** Addenda number(s) ---- , (inclusive).
 - 8.** CONTRACTOR's Bid (pages B-1 to B-8, inclusive).

- 9. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 10. The following forms are provided for possible use after the Effective Date of the Agreement and are attached hereto:
 - a. Application for Payment;
 - b. Contractor's Affidavit, Final Estimate;
 - c. Affidavit - Village Income Tax; and
 - d. Affidavit of Compliance, Prevailing Wages.
- B. The documents listed in paragraph 9.01.A are included within this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this ARTICLE 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplemental Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all

covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Campaign Contributions

- A.** Contractor hereby certifies that all applicable parties listed in Division (I)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) or O.R.C. Section 3517.13.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement.)

OWNER

CONTRACTOR

Village of Minster

- _____

BY: - _____

BY:- _____

Donald W. Harrod Administrator

(Name and Title)

- _____

-- (Name and Title)

Witness- _____

Witness- _____

Address for giving notices:

Address for giving notices:

5 W. Fourth St.

P.O. Box 1

Minster, OH-45865

- _____

(If CONTRACTOR is a corporation, or a--
- partnership, -attach evidence of authority to
sign).

PERFORMANCE BOND
(Section 153.57 Ohio Revised Code)

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

as principal (CONTRACTOR), and _____ as Sureties,
are hereby held and firmly bound unto the Village of Minster as obligee (OWNER) 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above
named principal did on the _____ day of _____, 2025, enter into a
certain Contract with the OWNER, to undertake the project known as 2025 – 2026
Sidewalk Repair and Replacement Project which said contract is made a part of this
bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by
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 of the
benefit of any materialman or laborer having a just claim, as well as for the obligee
herein; then this obligation shall be void; otherwise the same shall remain in full
force and effect; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall in no event exceed the penal amount
of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or
additions, in or to the terms of the said contract or in or to the plans or specifications
thereof shall in any way affect the obligations of said Surety on its bond and it does
hereby waive notice of any such modifications, omissions, or additions to the terms
of the Contract or in or to the plans or specifications.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company name

-Street

- City State Zip

BY: -_____
----- Signature

--Witness

-Name and Title

SURETY

SEAL:

BY:-_____

-Surety's name

Street

Witness:

City----- State-----Zip

SURETY AGENT

SEAL:

BY:-_____
Signature (Attach Power of Attorney)

-Agency name

-Street

--Name and Title

City----- State----- Zip

--Witness

MAINTENANCE BOND

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

as principal (CONTRACTOR), and _____ as Sureties, are hereby held and firmly bound unto the Village of Minster as obligee (OWNER) in the sum of _____ dollars (\$_____) to be paid to said obligee for the payment of which well and truly to be made, we hereby jointly and severely bind ourselves, our heirs, executors, administrators, successors, and assigns.

Whereas the above named principal did on the _____ day of _____, 2025, enter into a certain Contract with the obligee, to undertake the project known as 2025 – 2026 Sidewalk Repair and Replacement Project which said Contract is made a part of this bond the same as though set forth herein;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said Contract, the above-named principal has agreed with the obligee that for a period of one (1) year after the date of final payment and acceptance (as that term is defined in the Contract Documents), to keep in good order and repair any defect in the Work done under said Contract either by the principal, or subcontractors or material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other Work affected in making good such imperfections, shall also be made good without expense to the obligee, excepting only such part or parts of said Work as may have been disturbed without the consent or approval of the principal after the final acceptance of the Work, and that whenever directed so to do by the obligee by notice served in writing, either personally or by mail on the principal or on the Surety will proceed at once to make such repairs as directed by said obligee; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the obligee shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof, to and receive same from said principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the obligee may take immediate steps to repair or barricade such defects without notice to the principal. In such case, the obligee shall not be held to obtain the lowest figures for the doing of the Work, or any part thereof, but all sums actually paid therefore shall be charged to the principal or Surety. The judgment of the obligee is final and conclusive as to the principal and the Surety. If the said principal for a period specified in paragraph 13.07 of the General Conditions shall keep said Work so constructed under said Contract in good order and repair, excepting only such part or parts of said Work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said obligee for any expense incurred by making such repairs, should the principal or Surety fail to do as

hereinbefore specified, and shall fully indemnify, defend, and save harmless the obligee from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, subcontractors, suppliers, servants, agents, or employees, in the prosecution of the Work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company name

-Street

-City

State

Zip

BY:-

-----Signature

-Witness

-Name and Title

SURETY

-Surety's name

-Seal

-
-Street

-
City

State

Zip

SURETY AGENT

Agency name

-Street

-City

State

Zip

BY:-

----- Signature (Attach Power of Attorney)

-
--Witness

-
-Name and Title

NOTICE TO PROCEED

Dated _____

PROJECT:-Tennis Court Renovation

OWNER:-Village of Minster

CONTRACTOR: _____

CONTRACTOR ADDRESS: _____

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with ARTICLE 4 of the Agreement the date of Substantial Completion is June 30, 2026 with the date for final payment is July 15, 2026. Before you may start any Work at the Site, paragraph 2.01.B of the General Conditions provides that you and OWNER must each deliver to the other certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must: (add other requirements)

-Contact Scott Langenkamp to set up a pre-construction meeting. _____

- _____

OWNER

Village of Minster

BY:-Donald W. Harrod _____

- _____

- (Authorized Signature)

Administrator _____
(Title)

APPLICATION FOR PAYMENT NO. _____Project:-2025 – 2026 Sidewalk Repair and Replacement ProjectOwner:-Village of MinsterContractor:-

_____Application Period:-From-_____ To-_____ Application Date

1. Original Contract Price:	\$-
2. Net change by Change Orders:	\$-
3. Current Contract Price (1 plus 2)	\$-
4. Work Completed*	\$-
5. Stored Materials*	\$-
6. Subtotal (4 plus 5)	\$-
7. Total completed and stored to date:	\$-
8. Retainage (per Agreement):	
8% of completed and stored to date:	\$-
9. Total completed and stored to date less retainage (7 minus 8)	\$-
10. Less previous Application for Payments	\$-
11.-AMOUNT DUE THIS APPLICATION (9 MINUS 10):	\$

*-Detailed breakdown attached

CONTRACT TIME: On Schedule-- ☐- Yes---☐- No**CONTRACTOR'S CERTIFICATION:**

The undersigned CONTRACTOR certifies that: (1) ALL PREVIOUS PROGRESS PAYMENTS RECEIVED FROM OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Dated- _____ -Contractor- _____ -By:- _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

APPROVED BY OWNER:

Dated _____ Owner: - _____ ---- By:- _____

CONTRACTOR'S AFFIDAVIT
Final Estimate

STATE OF OHIO ss
COUNTY OF (-----)

The undersigned, _____ hereby represents that
on

_____ it was awarded a contract by the Village of Minster
hereinafter called the OWNER, for the 2025 – 2026 Sidewalk Repair and
Replacement Project in accordance with terms and conditions of the Contract; and
the undersigned further represents that the subject Work has now been
accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by
reason of the said Contract has been fully paid or satisfactorily secured; and that all
claims from Subcontractors and others for labor and material used in accomplishing
the said project, as well as all other claims arising from the performance of the said
Contract, have been fully paid or satisfactorily settled. The undersigned further
agrees that, if any such claim should hereafter arise, he (it) shall assume
responsibility for the same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, the receipt of which is hereby
acknowledged, does further hereby waive, release, and relinquish any and all claims
or right of lien which the undersigned now has or may hereafter acquire upon the
subject premises for labor and material used in accomplishing said project owned by
the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts, on the
_____ day of _____ A.D. 2025.

CONTRACTOR

- _____ BY:- _____

TITLE:- _____

Subscribed and sworn to before me this _____ day of _____ A.D. 2025.

- _____ My Commission Expires- _____
- Notary Public SEAL

AFFIDAVIT -- VILLAGE INCOME TAX

STATE OF OHIO ss
COUNTY OF

_____ being first duly sworn deposes and says as follows:

1. That he holds the office of _____ in the

_____ (Company), which Company duly
executed a contract with the Village of Minster, Ohio, under date of
_____;
2. That said Company has complied in all respects with the Village of Minster,
Ohio, Income Tax Ordinances and Regulations, as the same pertain to said
construction project;
3. More affiant saeth not.

(Authorized Signature)

Swore to and subscribed in my presence this ____ day of _____, 2025,
in _____, Ohio.

_____ SEAL
(Notary Public)

STANDARD GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The terms used in these Supplemental Conditions have the meanings stated in the General Conditions.

SC-2.02 Delete GC-2.02.A in its entirety and insert the following in its place:

OWNER will furnish to CONTRACTOR up to four printed or hard copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 Amend the last sentence of GC-2.03.A to read as follows:

In no event will the Contract Times commence to run later than the eighty-fifth day after the day of Bid opening or the thirtieth day after the effective date of the Agreement, whichever date is earlier.

SC-3.02 Add the following language after the last sentence of GC-3.02.A.1:

By executing the contract, the Contractor also represents and affirms that the Contractor is familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

SC-3.03 Add the following language after the last sentence of GC-3.03.B.1:

SC-3.03.C-Internal Discrepancies

1. If any portion of the Contract Documents conflicts with any other portion, the various documents comprising the Contract Documents govern in the following order of precedence:-the Agreement; these General Conditions; the Specifications; and the Drawings.-As between detailed drawings and general drawings, the detailed drawings govern.-As between noted materials and graphic indications of materials, the noted materials govern.-
- 2.-Should the Contract Documents disagree as to quality or quantity of work required, the Contractor must provide the better quality or greater quantity unless the Owner gives written instructions to the contrary.
- 3.-Where the drawings show only a portion of the work in full detail and the remainder is shown only in outline, the Contractor must execute the portions in outline as required for like portions shown in full

detail.-Where items are shown in diagrammatic/schematic drawings, the Contractor must verify location with the construction manager or as instructed by the construction manager before installation.

SC-3.04 Delete GC-3.04.A in its entirety and insert the following in its place:

The Contract Documents may only be amended to provide for additions, deletions, revisions in the work which affect the price of the work or contract times, or to modify the terms and conditions thereof, by written change order or a written work change directive signed by the owner.

SC-4.01 Delete GC-4.01.B in its entirety and insert the following in its place:

Upon reasonable request, Owner shall furnish Contractor with a current Notice of Commencement.

SC-4.01 Add the following language at the end of paragraph GC-4.01.C:

The OWNER shall provide permanent easements and temporary construction easements as shown on the Drawings for buried pipelines across private property. If the easements obtained are not sufficient for the Work, the CONTRACTOR shall obtain any additional easements required. There will be no additional compensation made for CONTRACTOR obtaining these easements, damages to private property outside easements, or additional cost to the CONTRACTOR because of the easements or lack thereof.

SC-4.02 Add the following language after the first sentence of GC-4.02.A:

No existing reports and/or drawings of subsurface and physical conditions are available.

SC-4.03-- Delete GC-4.03.A.4 in its entirety and insert the following in its place:

is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

Then Contractor shall, promptly after becoming aware thereof and in no event later than seventy-two (72) hours after first discovering that condition, and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify Owner and Engineer in writing about such condition.-Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.-In the event

the condition is continuing, Contractor shall send additional or subsequent notices at intervals of not less than twenty-one (21) consecutive days until the condition ceases or abates.-

SC-4.03-- Add the following language after GC-4.03.B:

- C.** Contractor has provided written notice to the Owner of the condition as required by paragraph 4.03.A.4.
- D.** Engineer recommends to the Owner that the requested adjustment to the contract price or contract times is equitable.

SC-4.03--- Add the following language at the end of GC-4.03.C.3:

In the event a claim is filed, the Contractor will not be relieved of the obligation to continue work during the resolution of the claim.

SC-4.05 Delete GC-4.05.A-in its entirety and insert the following:

OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. OWNER shall be responsible for laying out the Work the first time only to normal construction standards. Any restaking will be at the expense of the CONTRACTOR. The CONTRACTOR shall protect and preserve the established reference points, property monumentation, and layout Work and shall make no changes or relocation without the prior written approval of OWNER. The CONTRACTOR shall provide proper facilities and assistance for clearing and grading where required to complete the field survey. The CONTRACTOR shall notify the OWNER forty-eight (48) hours in advance for the establishment of the base lines, benchmarks or layout work. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CONTRACTOR shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

SC-4.06 Add the following language after the first sentence of GC-4.06.A:

No existing reports and/or drawings related to Hazardous Environmental Conditions at the Site are available.

SC-5.01 Following GC-5.01.C add the following:

- D.** If the CONTRACTOR provided a certified or cashier's check or letter of credit as Bid Security, he shall furnish a Performance Bond in an

amount at least equal to 100% of the Contract Price as security for the faithful performance of this agreement.

- E. CONTRACTOR shall furnish a Maintenance Bond in an amount at least equal to 10% of the Contract Price as a condition precedent to final payment.
- F. Each of the Bonds shall be on the forms attached to the Contract Documents, and shall have a Surety thereon. Such Surety company or companies as are approved by the OWNER and in accordance with GC-5.01.-Each of the Bonds shall be submitted in accordance with GC-2.01.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. Failure of OWNER to demand such certificates or other evidence of full compliance with these insurance requirements or failure of OWNER to identify a deficiency from evidence provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.
- D. By requiring such insurance and insurance limits herein, OWNER does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to OWNER in the Contract Documents.

SC-5.04 The last two lines of paragraph 5.04.B-1 should read:

Additional insureds shall provide primary, non-contributory coverage for all claims covered thereby;

Add the following immediately after paragraph 5.04.B.7.a:

- 8. in the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.
- 9. the Comprehensive General Liability Coverage shall contain the following endorsement:

It is hereby understood and is agreed that such insurance as is provided shall include specific coverage for the so-called explosion ("Broad Form" if blasting operations utilized by the CONTRACTOR), collapse, and underground hazards, including damage to property arising directly or

indirectly from explosion, damage, or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers, and the like, occasioned by the CONTRACTOR's subsurface operations.

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

1. **Workers' Compensations and related coverages** under paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State:-Statutory
- b. Applicable Federal (e.g., Longshoreman's):-Statutory
- c. Employer's Liability:-\$1,000,000

2. **Contractor's General Liability** under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages:

- a. General Aggregate: \$1,000,000
- b. Products -- Completed Operations Aggregate: \$1,000,000
- c. Personal and Advertising Injury (per Person/Organization): \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.
- f. Excess or Umbrella Liability:
 - 1)-General Aggregate:-\$1,000,000
 - 2)-Each Occurrence:-\$1,000,000

3. **Automobile Liability or Business Auto Liability** under paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury: Each person:-\$500,000

Each accident:-\$1,000,000

---and

b. Property Damage: Each accident: \$100,000

-- or a

c. Combined Single Limit of: \$1,000,000 each accident

4. **Contractual Liability** coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. General Aggregate:-\$1,000,000

b. Each Occurrence (Bodily Injury and Property Damage):-
\$1,000,000

SC-5.06 Delete paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

- a. include the interest of OWNER, CONTRACTOR, subcontractors,-ENGINEER, and any other Individuals or Entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. include either a Builder's Risk, Builder's Risk-Renovations, or Installation Floater insurance policy when a CONTRACTOR is involved solely in the installation of materials and equipment and not in new building construction.
- c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and

equipment have been included in an Application for Payment recommended by ENGINEER;

- e. allow for partial utilization of the Work by OWNER;
 - f. include testing and startup; and
 - g. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
2. CONTRACTOR shall be responsible for any deductible or self-insured retention.
3. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06.A shall comply with the requirements of paragraph GC-5.06.C. of the General Conditions.

SC-5.06 Delete GC-5.06.E in its entirety.

SC-5.07- Add the following language after GC-5.07.C:

D. The Owner and the Engineer waive claims against the Contractor and Contractor waives claims against the Owner and Engineer for consequential damages arising out of or relating to this Contract.- This mutual waiver includes:-damages incurred by the owner for rental expenses, for losses of use, income, profit, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Engineer and Contractor for principal home office expenses, including compensation of personnel stationed there, for losses of financing, business and reputation, for loss of profit and for loss of business opportunity.-This mutual waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Article 15.-Nothing contained in this subparagraph 5.07.D shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

SC-6.01 Delete the first sentence of GC-6.01.A and insert in its place the following:

Contractor shall supervise, inspect, and direct the work competently and efficiently according to the standard of care normally exercised by

construction organizations within Ohio which are engaged in performing comparable services devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract Documents.

SC-6.02 Replace existing GC-6.02.A with the following:

Contractor shall provide competent, suitably-qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents.-Contractor shall furnish such employees, materials, facilities and equipment and shall work such hours, including extra shifts, overtime operations, and Sundays and holidays, as may be necessary to insure the prosecution and completion of the work in accordance with the Contractor's construction schedule and the project construction schedule.-If the Contractor does not perform the work in accordance with the Contractor's construction schedule and the project construction schedule, and it becomes apparent that the work may not be completed within the contract times, the Contractor shall, at no additional cost to the Owner or the Engineer, as necessary to improve the Contractor's progress:-(a) increase the number of employees in such crafts as will regain lost scheduled progress; and (b) increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing measures to regain lost scheduled progress.

In addition, the owner may require the Contractor to prepare and submit a recovery schedule demonstrating the Contractor's program and proposed plan to regain lost schedule progress and to insure completion of the work within the contract times.-If the Owner finds the proposed plan not acceptable, the Contractor may be required to submit a new plan.-If the actions taken by the Contractor or the Contractor's second proposed plan are not satisfactory, the Owner may require the Contractor to take any of the actions set forth in subparagraph 6.02.A.1 at no additional cost to the Owner.

SC-6.02 Add the following new paragraph immediately after GC-6.02.B:

- C.** Contractor shall at all times maintain good discipline and order at the site.-The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.-If the Owner or Engineer deems any employee of the Contractor or a subcontractor unsatisfactory, the Contractor must transfer or require its subcontractor to transfer such employee from the project immediately.-

SC-6.06 Add the following sentence at the end of paragraph GC-6.06.B:

If requested by OWNER, CONTRACTOR must furnish names of Subcontractor, Suppliers, or other persons or organizations within five days after Bid opening. See Instruction to Bidders, ARTICLE 12 for additional information.

SC-6.06 Add a new paragraph immediately after paragraph GC-6.06.G:

H. OWNER or ENGINEER may furnish to any such Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of work performed for CONTRACTOR by a particular Subcontractor or Supplier.

SC-6.10- Add a new paragraph immediately after paragraph GC-6.10.A:

B. OWNER is exempt from payment of sales and compensating use taxes of the State of Ohio and cities and counties thereof on all materials to be incorporated into the Work:

1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
2. OWNER's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work.

SC-6.11 Delete paragraph GC-6.11.A.3 and insert the following in its place:

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and Engineer and the consultants, agents and employees of any of them from and against any and all claims, damages, loss and expenses, including but not limited to attorneys' fees incurred through such indemnified party's attorney of choice, arising out of or resulting from the performance of the work but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor (regardless of tier), any one directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expenses caused in part by a party indemnified hereunder.-Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph 6.11.A.3.-The Contractor shall promptly and contemporaneously reimburse the Owner, Engineer and their

respective successors and assigns for any cost, expense or attorneys' fees incurred on account of any such suit or claim where incurred in enforcing the terms of the contract.-The Contractor shall cause this indemnification provision to be included in every subcontract, regardless of tier, entered into with regard to the work.-

SC-6.11 Insert the following paragraph immediately following GC-6.11.D:

E. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep all excavations, floors, pits and trenches relating to the work free from water.-Unless specifically assigned to another, the Contractor shall at all times provide protection for its work from rain, wind, storms, frost, or heat, so as to maintain all work, materials, apparatus and fixtures free from injury and damage.-At the end of each day's work, the Contractor shall cover and/or protect to the extent possible all work likely to be damaged.-If low temperatures make it impossible to continue operations in spite of cold-weather precautions, the Contractor shall cease operations and notify the Owner and Engineer in writing.

SC-6.17 Add the following new paragraphs immediately after paragraph 6.17.E:

F. CONTRACTOR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. ENGINEER will record ENGINEER's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and CONTRACTOR shall reimburse OWNER for ENGINEER's charges for such time.

G. In the event that CONTRACTOR requests a substitution for a previously approved item, CONTRACTOR shall reimburse OWNER for ENGINEER's charges for such time unless the need for such substitution is beyond the control of CONTRACTOR.

SC-6.19 Delete GC-6.19.A in its entirety and insert the following:

Contractor warrants and guarantees to Owner that all work will be performed in accordance with the Contract Documents, will be performed in a workmanlike manner, and will not be defective.-In addition, the Contractor warrants to the Owner and Engineer that the Contractor and its subcontractors (regardless of tier) will exercise in the performance of the work the standard of care normally exercised by construction organizations within Ohio which are engaged in performing comparable services.

SC-6.19 Add the following new paragraph immediately after GC-6.19.C.7:

D. Upon final payment, the Contractor must assign and transfer to Owner all guarantees, warranties and agreements from and with all contractors, subcontractors, vendors, suppliers and manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the work.-Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the Owner and that upon final completion of the work, all such guarantees, warranties and agreements will be in place and enforceable by the Owner in accordance with their terms.-The Owner, however, will not assume through any assignment or transfer required under this subparagraph any of the Contractor's payment obligations to any entities.

SC-6.20 Delete GC-6.20.A in its entirety and insert the following language:

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and Engineer and the consultants, agents and employees of any of them from and against any and all claims, damages, loss and expenses, including but not limited to attorneys' fees incurred through such indemnified party's attorney of choice, arising out of or resulting in whole or in part from the performance of the work but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor (regardless of tier), any one directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expenses caused in part by a party indemnified hereunder.-Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph 6.11.A.3.-The Contractor shall promptly and contemporaneously reimburse the Owner, Engineer and their respective successors and assigns for any cost, expense or attorneys' fees incurred on account of any such suit or claim where incurred in enforcing the terms of the contract.-The Contractor shall cause this indemnification provision to be included in every subcontract, regardless of tier, entered into with regard to the work.-

SC-9.01 Replace the first sentence of GC-9.01.A with the following sentence:

Engineer will be the Owner's representative during the construction period to the extent outlined in this Article 9 and subject to the limits set forth therein and in the contract documents.

SC-9.09 Add the following paragraph directly after GC-9.09.E:

- F.** Under no circumstances is Engineer authorized to approve on behalf of Owner variations in the work which result in adjustments to the contract times or contract price.-Contractor may not rely upon any verbal communication from any party as to the authorization to perform work which may give rise to adjustments in contract times or contract price.

SC-10.03 Insert the following paragraph following GC-10.03.A.3:

- 4.**-In no event is the Contractor entitled to reserve any rights or take other similar action with respect to a change order if the effect or intent of such reservation or action would be to accommodate a further adjustment in the contract times, contract price, or both, after the Contractor executes the change order.-By executing a change order, the Contractor irrevocably certifies that the elements of the change order described are completely satisfied and waives all rights to seek further adjustment of the contract times, contract price, or both at a later date with respect to the associated change in the work.

SC-11.01 Delete paragraph 11.01.A.5.c in its entirety and insert the following:

C. Construction Equipment and Machinery:

- 1.** Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- 2.** Costs for equipment and machinery owned by CONTRACTOR will be paid at a rate shown for such equipment in the [use rate book appropriate for the Project].-An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-12.01 Replace the first sentence of GC-12.01.A in it's entirely with the following:

The contract price may only be changed by a written change order signed by the Contractor and the Owner.

SC-12.01----Amend the first sentence of GC-12.01.B to read as follows:

The value of any Work covered by a Change Order, any claim for an increase or decrease in the Contract Price, or any claim for damages shall be determined in one of the following ways:

SC-12.01 Add the following at the end of paragraph GC-12.01.C.2.e:

Any change that results in a net decrease in cost shall include the appropriate overhead and profit added thereto calculated as set forth in ARTICLE 12 of the General Conditions.

SC-12.02--- Replace GC-12.02.B with the following language:

If the Contractor wishes to make a claim for an increase in the contract times, prompt written notice as provided herein shall be given.-The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work, a detailed schedule which identifies the critical portions of the work impacted by the delaying event and the dates of such impact, and a statement from Contractor that the increase requested is the entire increase in the contract time associated with the claim.-The failure to provide such information and statement within the time period established in paragraph 10.05.B shall constitute an irrevocable waiver of the claim.-In the case of a continuing delay occurring on consecutive days, only one claim is necessary, provided, however, that within ten (10) days of the cessation of the cause of the continuing delay, the Contractor shall notify the construction manager in writing that the cause of the delay has ceased.-The failure to give notice of the cessation of the cause of the continuing delay shall constitute an irrevocable waiver of any claim based upon the continuing delay.

SC-12.02 Add the following paragraph immediately after GC-12.02.B

C.-In addition to the requirements of clause 12.02.B, if adverse weather conditions are the basis for a claim for additional time, the Contractor shall support such claim with data acceptable to the Owner and Engineer that substantiates that weather conditions were abnormal for the period of time and could not have reasonably

been anticipated and that weather conditions had an adverse effect on a critical element of the scheduled construction.-Notwithstanding any other provision of the Contract Documents to the contrary, the project times will not be adjusted on account of the impact of any normal adverse weather on any of the work or on account of the impact of any abnormal adverse weather on non-critical elements of the work.-The support for and evaluation of all adverse-weather claims shall be based upon average weather conditions over the ten (10) years immediately preceding the dates at issue and the claim as such weather conditions are recorded at Port Columbus International Airport, Columbus, Ohio.

SC-13.07--Amend the first sentence of GC-13.07.A. to read as follows:

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, or necessary to complete all Work required to correct defective or incomplete Work, any Work is found to be defective or incomplete, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective or incomplete Work, or if it has been rejected by OWNER, remove it from the Site and replace it with nondefective Work.

SC-14.02 Replace GC-14.02.A.2 in its entirety with the following:

- 2.- Beginning with the second application for payment, each application shall include a notarized affidavit of contractor stating that all previous progress payments received on account of the work have been applied on account to discharge Contractor's legitimate obligations associated the prior applications for payment.-In addition to any other information that the Owner or Engineer may require, the Contractor's notarized application for payment package shall include: (1) a partial conditional lien waiver from the Contractor for the total payment requested in the application for payment; (2) a partial conditional lien waiver from all subcontractors (regardless of tier) and material and equipment suppliers on those account the Contractor is seeking payment in the application for payment for the total amount of such payment requested; (3) a partial unconditional lien waiver from the Contractor for the sum of all previous paid progress payments;

SC-14.02 Insert the following paragraphs immediately following GC-14.02.D.3:

4. Notwithstanding any other provision of the contract documents to the contrary, if Contractor disputes any determination by the Owner

or Engineer with regard to an application for payment or a certificate for payment, the Contractor must nevertheless continue to prosecute the work expeditiously.”

5. The Contractor shall keep the funds encumbered for the work free and clear of all claims as defined under Ohio Revised Code Section 1311.25, et seq., which claims are also referred to throughout the Contract Documents as liens.-Notwithstanding any other provision of the Contract Documents to the contrary, if any such claim is filed or asserted, or where there is any reason to believe that any such claim may be filed or asserted at any time, the Owner may refuse to make any payment otherwise due to the Contractor or withhold from any payment due the Contractor a sum sufficient, in the opinion of the Owner or as required by law, to pay all obligations and expenses necessary to satisfy such claim and to indemnify the Owner against any such claim and until the Contractor furnishes satisfactory evidence that the indebtedness and the claim in respect thereof, if any, has been satisfied, discharged, and released of record, if any, as provided by law pending the resolution of any dispute between the Contractor and the entity filing such claim.-If such evidence is not furnished by the Contractor to the Owner within a period of seven (7) days after demand therefore, the Owner may discharge such indebtedness as provided by law and deduct the amount required therefore together with any and all losses, costs, damages and attorneys’ fee (incurred through an attorney of the Owner’s choosing) suffered or incurred by the Owner from any sum payable to the Contractor.-If payments then and thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall immediately pay the difference to the Owner.-Final payment to the Contractor may be withheld until the work and any funds encumbered therefore are free and clear of any and all claims or rights thereto arising because of the work performed or materials furnished under the Contract Documents.”

SC-14.05 Add the following new paragraph immediately after paragraph 14.05.A.1 which is to read as follows:

2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for

separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work, which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-14.07 Add this additional paragraph following GC-14.07.C.1:

D.-Notwithstanding any provision of the Contract Documents to the contrary, (a) the Owner may make final payment or any part thereof jointly to the Contractor and its subcontractors (regardless of tier) and material and equipment suppliers; and (b) final completion of the work will not occur until:

1. The work is entirely complete in accordance with the Contract Documents;
2. The Contractor has fulfilled all of its duties and obligations under the contract (other than warranty and similar obligations which survive final completion);
3. The Contractor delivers to the Owner a final unconditional lien waiver from the Contractor and each of the Contractor's subcontractors (regardless of tier) and material and equipment suppliers; and
4. The Contractor has fulfilled all of its project close-out obligations, including, but not limited to, providing all maintenance and operating instructions and manuals, and all drawings, certificates, bonds, guarantees, and other documents required by the Contract Documents to the construction manager or Owner as appropriate.-

SC-14.10 Add the following paragraph immediately following GC-14.09.A.2:

SC-14.10 Supplemental Conditions

In the event that the Contractor fails to achieve substantial completion of the work within the contract times, the Owner and the Contractor acknowledge it would be difficult, if not impossible, to determine the actual damages to the Owner.-Consequently, the Owner and the Contractor agree that as liquidated damages and not as a penalty, the Contractor must pay or credit to the Owner the liquidated damages per diem sums set forth in Section 4.03 of the Agreement for each day beyond the contract times that the Contractor fails to achieve substantial completion in accordance with the requirements of the Contract Documents.

SC-15.02 Replace the second sentence of GC-15.02.C with the following sentence:

If the unpaid balance of the contract price exceeds all claims, losses and damages (including but not limited to all fees and charges of Engineers, Architects, attorneys, consultants and other professionals, all as chosen by the Owner, and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excesses will be paid to Contractor ...

SC-15.02 Add the following new paragraph immediately after GC-15.02.F:

G. In the event that the Owner's termination for cause pursuant to this paragraph is determined by an arbitrator, arbitration panel or court to have been unjustified, such termination shall be deemed to have been a termination pursuant to GC-15.03."

SC-15.03 Replace GC-15.03.A.1 with the following language:

Upon seven (7) days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the contract.-If the Owner terminates the contract without cause and for Owner's convenience and there exists no event of the Contractor's default, the Contractor shall be paid for (without duplication of any items):-

- (1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work not to exceed ten percent (10%) of the cost of the completed and acceptable work;

SC-15.03 Add the following new paragraph immediately after GC-15.03.B

- C. If the Owner terminates the contract without cause and for Owner's convenience, and there exists an event of default by the Contractor, the Contractor shall only be entitled to receive such sums as it would be entitled to receive under paragraph 15.02.

SC-16.02 Insert the following paragraphs after GC-16.01.C.3:

16.02 Dispute Resolution

Any claim arising out of or related to the contract except claims relating to aesthetic effect or those waived, shall, after decision by the Architect or ninety-five (95) days after submission of the claim to the Architect, whichever is sooner, be subject to arbitration or litigation at the Owner's option if the Owner is a party to the claim.-The Owner's decision to arbitrate or litigate is at the Owner's sole discretion; provided, however, that in the event the Owner has not designated either arbitration or litigation within ten (10) days after the Owner's receipt of a written request from the Contractor to do so, the Owner shall be deemed to have designated litigation."

SC-16.03 Arbitration

- A. If the Owner decides that a claim to which it is a party shall be resolved by arbitration, the arbitration shall be initiated and proceed in accordance with the construction industry arbitration rules of the American Arbitration Association in effect as of the date on which the demand for arbitration is made.-Any arbitration to which the Owner is a party and which arises out of or relates to this project shall be held only in **AUGLAIZE COUNTY**, Ohio.
- B. During arbitration proceedings, the Owner and Contractor shall not be relieved of the obligation to continue to perform their obligations under the Contract Documents which should proceed notwithstanding the pendency of arbitration.-
- C. A demand for arbitration shall be made within the time limits specified in these General Conditions if applicable, and in other cases within a reasonable time after the claim has arisen and in no event shall it be made after the date when institution of legal or equitable proceeds based upon such claim would be barred by the applicable statute of limitations as determined by Ohio law.
- D. A party who files a Notice of Demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.-When a party fails to include a claim

through oversight, inadvertence or excusable neglect or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.-

- E. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.-

SC-16.05 Limitation on Consolidation or Joinder

Except with the Owner's written consent, no arbitration or litigation arising out of or relating to the project shall include, by consolidation or joinder, or in any other manner, any parties other than the Owner and the Contractor.-The Owner's consent to joinder must contain a specific reference to this subparagraph 16.05 and shall not be construed as consent to arbitration or litigation involving any entity or claim not described therein.

SPECIFICATIONS AND PLANS

SPECIFICATIONS AND PLANS

Village of Minster
2025 -2026 SIDEWALK REPAIR AND REPLACEMENT PROJECT

TRAFFIC CONTROL

A. THE CONTRACTOR MUST MAINTAIN TRAFFIC CONTROL AT ALL TIMES WITH THE PROPER DEVICES AS PER THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE CONTROL DEVICES MUST BE IN PLACE PRIOR TO ANY WORK COMMENCING. CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL ITEMS.

B. TRAFFIC MUST BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE VILLAGE.

CONCRETE FIBERS

A. ALL CURB AND DRIVEWAYS MUST HAVE 3 LBS PER CUBIC YARD OF CONCRETE FIBERS. ALL WALKS AND CURB RAMPS MUST HAVE 1.5 LBS PER CUBIC YARD OF CONCRETE FIBERS. FIBERS SHALL BE EITHER EUCLID CHEMICAL TUFSTRAND SF, FORTA FERRO SYNTHETIC MACROFIBERS OR APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3, MINIMUM 2" LENGTH, ASPECT RATIO 50 TO 90.

B. THE INSTALLATION CONTRACTOR MUST CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE FIRST BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING PROCEDURES. FIBER REPRESENTATIVE MUST BE ON SITE FOR THE FIRST POUR.

GENERAL NOTES AND DETAILS

ALL CONSTRUCTION METHODS, MATERIALS, AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF MINSTER ENGINEERING STANDARDS AND SPECIFICATIONS OR OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS AND SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE AS DETERMINED BY THE VILLAGE.

MODIFICATIONS

ANY MODIFICATIONS TO THE SPECIFICATIONS OR CHANGES TO THE WORK AS SHOWN ON THE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE VILLAGE.

FUNDING

DUE TO FUNDING, THE OWNER RESERVES THE RIGHT TO INCREASE, DECREASE, OR OMIT ANY ITEMS LISTED IN THE BID SCHEDULE.

NO FINAL UNIT PRICE ADJUSTMENTS PER ODOT 104.02 WILL BE MADE AT CONTRACT FINALIZATION.

CONTRACT WORK PERFORMED BY THE VILLAGE

IF THE CONTRACTOR REFUSES OR FAILS TO PERFORM WORK OF ANY IMMEDIATE NATURE SUCH AS THE PLACEMENT OF BARRICADES, REPLACEMENT OF SIGNS, OR OTHER DEVICES, REQUIRED BY THIS CONTRACT IN A REASONABLE TIME, THE VILLAGE WILL PERFORM THE NECESSARY WORK. THE CONTRACTOR SHALL REIMBURSE THE VILLAGE AT THE RATE OF 2.5 TIMES THE ACTUAL COST OF LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO PERFORM SUCH WORK. THE VILLAGE SHALL NOTIFY OR ATTEMPT TO NOTIFY THE CONTRACTOR OF THE NECESSITY TO PERFORM SUCH WORK. THE VILLAGE SHALL BE REIMBURSED BY A DEDUCTION FROM THE CONTRACTOR'S NEXT PAYMENT UNDER THE CONTRACT. REASONABLE TIME FOR ALL STREETS INVOLVED ON THIS CONTRACT IS 1 HOUR FROM THE TIME OF NOTIFICATION BY THE VILLAGE.

SUBCONTRACTOR SUPERVISION

THE CONTRACTOR IS REQUIRED TO HAVE A PROJECT SUPERVISOR ON-SITE TO SUPERVISE THE SUBCONTRACTOR FOR QUALITY CONTROL PURPOSES AND TO PROVIDE ANY NECESSARY ASSISTANCE TO THE SUBCONTRACTOR TO ENSURE QUALITY WORK.

COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF RELATED PAY ITEMS OF THIS PROJECT.

SAFETY

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.

MUD

THE TRACKING OR SPILLING OF MUD, DIRT, OR DEBRIS UPON VILLAGE STREETS IS PROHIBITED, AND ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR.

NONRUBBER TIRE VEHICLES

NO NONRUBBER TIRE VEHICLES SHALL BE MOVED ON VILLAGE STREETS. EXCEPTIONS MAY BE GRANTED BY THE VILLAGE WHERE SHORT DISTANCES AND SPECIAL CIRCUMSTANCES ARE INVOLVED. GRANTING OF EXCEPTIONS MUST BE IN WRITING AND ANY RESULTING DAMAGE MUST BE REPAIRED TO THE SATISFACTION OF THE VILLAGE. THE CONTRACTOR SHALL USE EXTREME CARE WHEN OPERATING NONRUBBER TIRE VEHICLES ON STREETS OR DRIVEWAYS TO AVOID MARKING OR DAMAGING THE PAVEMENT. PROTECTION OF THE PAVEMENT FROM DAMAGE RESULTING FROM THE TRACKS OF NONRUBBER TIRE VEHICLES UTILIZED IN TRENCH EXCAVATION SHALL BE REQUIRED. A WOOD PLANK SYSTEM, USED TIRES, RUBBER MATS, OR OTHER MEANS AS APPROVED BY THE VILLAGE'S REPRESENTATIVE SHALL BE USED TO PROTECT THE PAVEMENT. THE COST OF THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS ITEMS OF THE CONTRACT.

CONSTRUCTION NOISE

IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, ANY POWER-OPERATED CONSTRUCTION-TYPE DEVICES SHALL NOT BE OPERATED BETWEEN THE HOURS SPECIFIED IN THE VILLAGE NOISE ORDINANCE. IF THERE IS NO NOISE ORDINANCE IN PLACE, POWER-OPERATED CONSTRUCTION-TYPE DEVICES SHALL NOT BE OPERATED BETWEEN THE HOURS OF 7:00 PM TO 7:00 AM.

SPECIAL CONCRETE CONDITIONS

ALL CONCRETE WORK MUST BE FINISHED TO THE SATISFACTION OF THE VILLAGE.

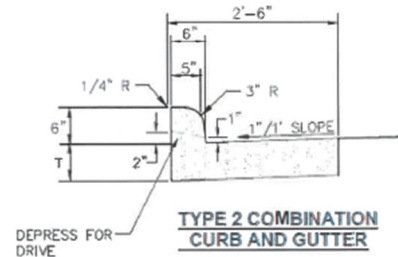
GRAFFITI AND VANDALISM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ANY CONCRETE WORK OR OTHER PAY ITEM UNDER THIS CONTRACT WHICH IS DEEMED UNACCEPTABLE BY THE VILLAGE DUE TO GRAFFITI OR VANDALISM DAMAGE.

WORK LIMITS

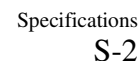
ALL WORK SHALL BE WITHIN EXISTING OR PROPOSED RIGHT-OF-WAY AND/OR CONSTRUCTION LIMITS UNLESS OTHERWISE INSTRUCTED BY THE VILLAGE.

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.



NOTES

- CONCRETE AND WORK SHALL MEET THE REQUIREMENT SET FORTH IN ODOT ITEM 609 CURBING.
- CURBING SHALL HAVE CONTRACTION JOINTS EVERY 10'.
- MINIMUM OF 6" OF ODOT 304 SHALL BE PLACED UNDER CURBING.
- CURBING SHALL BE BACKFILLED IMMEDIATELY AFTER FORMS ARE REMOVED OR AS SOON AS PRACTICAL WHEN SLIP FORMING PRIOR TO OTHER CONSTRUCTION OPERATIONS.
- PROVIDE BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.
- APPLY WHITE PIGMENTED CURING COMPOUND ON ALL SURFACES INCLUDING BACK IMMEDIATELY AFTER FINISHING SURFACES. ANY OTHER METHOD OR TYPE OF CURING COMPOUND MUST BE PREAPPROVED.
- CONCRETE SHALL BE ODOT CLASS QC-1P. (CEMENT ONLY-NO POZZOLAN MATERIAL)
- ALL CURBING MUST BE REINFORCED WITH CONCRETE FIBERS PER 300-2.
- CONCRETE SHALL CONTAIN 7% ± 2% OF TOTAL AIR.
- TYPE 6 CURBS ARE FOR USE AROUND MEDIAN SECTION.
- MINIMUM FLOW LINE SLOPE OF PERFORATED PIPE IS 0.003 FT/FT TO OUTLET.
- ALL UNDERGROUND UTILITY LATERALS SHALL BE MARKED IN THE TOP OF CURB WHILE IT IS BEING POURED AS FOLLOWS:
 - "W" - WATER SERVICE
 - "S" - STORM LATERAL
 - "SS" - SANITARY LATERAL
 - "G" - GAS SERVICE
- NO ROLL TYPE CURB AND GUTTER WILL BE ACCEPTED.



ITEM 452 NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 452 NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT, EXCEPT HEREIN MODIFIED.

REMOVAL AND DISPOSAL OF EXISTING DRIVE MATERIALS SHALL BE INCLUDED IN THIS ITEM.

CONCRETE SHALL BE ODOT CLASS QC-1P. THE CONCRETE SHALL BE REINFORCED WITH FIBRILLATED MACROFIBERS, CONTRACTOR TO PROVIDE CONCRETE WITH A BROOM FINISH AND TOOLED EDGES PER 451.10. CONTRACTOR TO PROVIDE 1/2" PREMOLDED EXPANSION JOINT TO ISOLATE THE APPROACHES FROM THE WALKS, CURB AND EXISTING DRIVEWAY. DRIVE APPROACHES SHALL BE INSTALLED PER THE DETAIL IN THESE PLANS. ALL REINFORCEMENT CALLED FOR IN THE DETAIL SHALL BE INSTALLED TO MEET THE VILLAGE'S SATISFACTION.

PAYMENT FOR ITEM 452 NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN, FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE AT THE CONTRACT SQUARE YARD BID PRICE AND SHALL INCLUDE ALL MATERIAL, LABOR, AND EQUIPMENT REQUIRED TO COMPLETE THIS WORK ITEM.

ITEM 608 4" CONCRETE WALK, AS PER PLAN

THIS WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN THE OHIO DEPARTMENT OF TRANSPORTATION ITEM 608 WALKS, CURB RAMPS, AND STEPS AS HEREIN MODIFIED.

PAYMENT FOR ITEM 608 4" CONCRETE WALK AS PER PLAN, FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE AT THE CONTRACT SQUARE FOOT BID PRICE, AND SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

ITEM 659 SEEDING & MULCHING

THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO ACCOMPLISH THE FINE GRADING, FERTILIZING, AND SEEDING FOR ALL AREAS THAT ARE DAMAGED DURING SIDEWALK REPLACEMENT. ALL SEEDING, MULCHING AND FERTILIZATION SHALL CONFORM TO ODOT ITEM 659.

THE PRICE BID FOR SEEDING, MULCHING AND FERTILIZING SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS REQUIRED FOR RESTORING AND MAINTAINING THE AREAS AS SPECIFIED AND SHALL BE A LUMP SUM PRICE, COMPLETE, INCLUDING TOPSOIL.

ITEM 614 MAINTAINING TRAFFIC

IT IS THE INTENTION TO PERFORM THE REQUIRED WORK WITHIN THESE PLANS WITH THE LEAST INCONVENIENCE TO, AND THE MAXIMUM SAFETY OF, THE CONTRACTOR, LOCAL MERCHANTS, PEDESTRIAN TRAFFIC, AND THE TRAVELING PUBLIC.

REQUIREMENTS FOR MAINTAINING TRAFFIC AS SPECIFIED IN THE "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (CURRENT EDITION, LATEST REVISION), PERTINENT PROVISIONS OF THE "OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS" (INCLUDING SUPPLEMENTAL SPECIFICATIONS) AND APPLICABLE STANDARD CONSTRUCTION DRAWINGS SHALL APPLY TO THIS PROJECT IN ADDITION TO THE FOLLOWING NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE AND EFFECTIVE VEHICULAR TRAFFIC CONTROL 24 HOURS A DAY FOR THE DURATION OF THIS PROJECT. THIS WILL INCLUDE PROVIDING, PLACING, MAINTAINING, AND SUBSEQUENTLY REMOVING ALL NECESSARY TRAFFIC CONTROL MEASURES FOR ALL PROPOSED CONSTRUCTION OPERATIONS.

BEFORE THE WORK BEGINS, THE CONTRACTOR SHALL SUBMIT TO THE VILLAGE THE NAME(S) AND TELEPHONE NUMBER(S) OF A PERSON OR PERSONS WHO CAN BE CONTACTED TWENTY-FOUR (24) HOURS A DAY BY THE VILLAGE, OR ANY OTHER INTERESTED POLICE AGENCY.

THIS PERSON OR PERSONS SHALL BE RESPONSIBLE FOR REPAIRING AND/OR REPLACING ALL TRAFFIC CONTROL DEVICES NEEDED TO MAINTAIN THE SAFETY OF THE TRAVELED PAVEMENT FOR THE DURATION OF THIS PROJECT. THIS PERSON SHALL HAVE AVAILABLE ALL MATERIALS, EQUIPMENT, AND INCIDENTALS NECESSARY TO PERFORM THE REQUIRED REPAIRS WITHIN A REASONABLE PERIOD OF TIME AS PER C.M.S. 614.14.

THE CONTRACTOR SHALL ALSO SUBMIT A CONSTRUCTION SEQUENCING SCHEDULE PRIOR TO WORK BEGINNING FOR APPROVAL BY THE VILLAGE. THE CONSTRUCTION SEQUENCING SCHEDULE SHALL TAKE INTO CONSIDERATION ALL ASPECTS OF THE PROJECT INCLUDING HOW LOCAL TRAFFIC TO THE BUSINESSES WILL BE MAINTAINED. THE CONSTRUCTION SEQUENCE WILL NEED TO BE APPROVED BY THE VILLAGE PRIOR TO ANY COMMENCEMENT OF WORK.

ACCESS FOR PROPERTY OWNERS AND BUSINESS TRAFFIC SHALL BE MAINTAINED IN A UNIFORM PATTERN THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT AND SHALL NOT BE SUBJECT TO CONSTANT LANE SHIFTS.

ACCESS TO AND FROM ALL LOCAL RESIDENTIAL AND BUSINESS DRIVES WITHIN THE LIMITS OF THIS PROJECT SHALL BE MAINTAINED AT ALL TIMES (24 HOURS A DAY) BY USING THE EXISTING PAVEMENT, TEMPORARY PAVEMENT, AND THE PROPOSED PAVEMENT UNLESS OTHERWISE DIRECTED BY THE ENGINEER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SEQUENCE HIS WORK TO HELP MINIMIZE THE NEED FOR TEMPORARY AGGREGATE PAVEMENT. TEMPORARY AGGREGATE PAVEMENT CAN BE ASPHALT GRINDINGS OR OTHER AGGREGATE APPROVED BY THE VILLAGE. THE COST OF INSTALLATION, MATERIAL, AND REMOVAL OF THE TEMPORARY AGGREGATE PAVEMENT IS TO BE PART OF THE LUMP SUM BID FOR ITEM 614 MAINTAINING TRAFFIC.

THE CONTRACTOR SHALL NOTIFY THE VILLAGE 21 DAYS PRIOR TO THE START OF ANY DETOUR OR LANE RESTRICTIONS. THE VILLAGE IS

REQUIRED TO PROVIDE A 14 DAY NOTIFICATION PRIOR TO THE START OF DETOUR/LANE RESTRICTIONS TO ODOT, LOCAL SCHOOLS, AND EMERGENCY SERVICES. THIS DETOUR/LANE RESTRICTION COMMUNICATION MUST STATE THE DATE OF CLOSURE AND LENGTH OF CLOSURE.

ANY DAMAGE TO MAINTENANCE OF TRAFFIC EQUIPMENT SUCH AS SIGNS, BARRELS, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR WILL BE REQUIRED TO PROVIDE, ERECT, MAINTAIN (IN PROPER POSITION, CLEAN AND LEGIBLE, AND IN GOOD WORKING CONDITION), AND SUBSEQUENTLY REMOVE ALL LIGHTS, SIGNS, CONES, BARRICADES, EXISTING PAVEMENT MARKINGS, AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY FOR THE MAINTENANCE OF TRAFFIC.

THE CONTRACTOR SHALL ADJUST THE LOCATION AND/OR SPACING OF ALL TRAFFIC CONTROL CHANNELING DEVICES AS DICTATED BY THE PROGRESS OF THE REQUIRED WORK TO ALLOW CONSTRUCTION ACCESS TO WORK AREAS WHILE MAINTAINING SAFE AND EFFECTIVE TRAFFIC CONTROL DURING ALL CONSTRUCTION OPERATIONS. THE ORIGINAL LOCATION, PLACEMENT, SPACING AND SUBSEQUENT RELOCATION OR REMOVAL OF ALL TRAFFIC CONTROL DEVICES SHALL BE SUBJECT TO THE VILLAGE'S APPROVAL.

IT IS INTENDED THAT THE LOCAL TRAFFIC NOT BE SUBJECT TO ANY LANE CLOSURES UNLESS ACTIVE WORK IS BEING PERFORMED IN OR IMMEDIATELY ADJACENT TO THE CLOSED LANE. THE ROADWAY SHALL NOT BE RESTRICTED TO ANY LANE CLOSURE DURING PERIODS OF INTERMITTENT OR IRREGULAR WORK, NOR CLOSED SOLELY FOR THE CONVENIENCE OF THE CONTRACTOR. THE VILLAGE SHALL MAKE THE FINAL DETERMINATION AS TO WHAT CONSTITUTES ACTIVE WORK AND WHETHER OR NOT THE LANE CLOSURE IS JUSTIFIED. IF, IN THE OPINION OF THE VILLAGE, THE LANE CLOSURE IS NOT JUSTIFIED, THEY MAY ORDER ALL OR PART OF THE LANE CLOSURE REOPENED TO LOCAL TRAFFIC (UNTIL SUCH TIME THIS CONDITION IS CORRECTED.)

THE CONTRACTOR SHALL FURNISH AND INSTALL ADVANCE WARNING "ROAD WORK AHEAD" (W20-1) SIGNS AND "END ROAD WORK" (G20-2) SIGNS, PLACED AT EACH CROSSROAD IN THE PROJECT AREA, AS WELL AS OTHER NECESSARY MAINTENANCE OF TRAFFIC SIGNS.

THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF ANY INTENDED CHANGES TO ANY EXISTING OR TEMPORARY TRAFFIC CONTROL DEVICES AND SHALL OBTAIN THE VILLAGE'S APPROVAL PRIOR TO MAKING THE CHANGES. THE CONTRACTOR SHALL ALSO NOTIFY THE VILLAGE AND LOCAL NEWSPAPER FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY INTENDED LANE CLOSURES.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH C.M.S. 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.