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VILLAGE OF MINSTER

2025 MINOR STREET RESURFACING

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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

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## ADVERTISEMENT FOR BIDS

Village of Minster  
2025 Minor Street Resurfacing

Sealed Bids for the Village of Minster 2025 Minor Street Resurfacing will be received by the Village of Minster at 5 W. Fourth Street, P.O. Box 1, Minster OH 45865, until August 28, 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 surface preparation and coating of specific street surfaces within the Village of Minster.

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

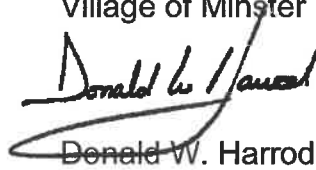
Bids must be signed and submitted on the separate bidding forms included in the Bidding Documents, sealed in an envelope, and shall be accompanied by either a Bid Guaranty Bond in the amount of 100% of the Bid amount or by a certified check, cashier's check, or letter of credit on a solvent bank in the 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.

The Contractor shall be required to pay not less than the minimum wage rates established by the Department of Industrial Relations of the State of Ohio.

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: August 12, 2025  
[www.minsteroh.com](http://www.minsteroh.com)

Village of Minster  
  
Donald W. Harrod  
Village Administrator

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# INSTRUCTIONS TO BIDDERS

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## 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 Site 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 Site 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.

**4.09 Grindings**

The Village of Minster will not accept grindings from Asphalt Removal Process. Contractor will be responsible for finding a place to dispose of grindings.

**ARTICLE 5 - PRE-BID CONFERENCE**

**5.01** A Pre-Bid Conference will not be scheduled.

**ARTICLE 6 - SITE AND OTHER AREAS**

**6.01** The Site is 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. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

**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 be required to pay, at a minimum, the prevailing wage rate promulgated by the State on the Village's portion of the project. Applicable wage rates for the Village portion of the project are included in the Bidding Documents.

## **ARTICLE 25 - ENGINEER'S ESTIMATE**

**25.01** The Engineer's Estimate for this project is \$394,908.40

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# BID FORMS

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## **BID FORM**

Village of Minster  
2025 Minor Street Resurfacing

### **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 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

#### UNIT PRICE BID

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST
<b>Parkview Drive</b>					
254	PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	6689		
407	TACK COAT 0.075 GAL./S.Y.	GALLON	502		
442	2" ASPHALT CONCRETE SURFACE COURSE (Type "B" 9.5 mm)	C.Y.	371		
614	MAINTAINING TRAFFIC	LUMP	1		
	<b>SUBTOTAL</b>				
<b>Fourth Street (Canal to West Corporation Line)</b>					
254	PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	5963		
407	TACK COAT 0.075 GAL/S.Y.	GALLON	447		
442	2" ASPHALT CONCRETE SURFACE COURSE (Type "B" 9.5 mm)	C.Y.	331		
614	MAINTAINING TRAFFIC	LUMP	1		
	<b>SUBTOTAL</b>				
<b>Hanover Street (2<sup>nd</sup> Street to 4<sup>th</sup> Street)</b>					

254	PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	5873		
407	TACK COAT 0.075 GAL/S.Y.	GALLON	440		
442	2" ASPHALT CONCRETE SURFACE COURSE (Type "B" 9.5 mm)	C.Y.	326		
614	MAINTAINING TRAFFIC	LUMP	1		
	<b>SUBTOTAL</b>				

**Alley between 2<sup>nd</sup> and 3<sup>rd</sup> (between Main Street and Lincoln Street)**

254	PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	1107		
407	TACK COAT 0.075 GAL/S.Y.	GALLON	83		
442	2" ASPHALT CONCRETE SURFACE COURSE (Type "B" 9.5 mm)	C.Y.	61		
614	MAINTAINING TRAFFIC	LUMP	1		
	<b>SUBTOTAL</b>				

**Alley between 5<sup>th</sup> and 6<sup>th</sup> (between Hanover Street and Frankfort Street)**

254	PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	1107		
407	TACK COAT 0.075 GAL/S.Y.	GALLON	83		
442	2" ASPHALT CONCRETE SURFACE COURSE (Type "B" 9.5 mm)	C.Y.	61		
614	MAINTAINING TRAFFIC	LUMP	1		
	<b>SUBTOTAL</b>				

**Alley between 2<sup>nd</sup> and 3<sup>rd</sup> (between Main Street and Garfield Street)**

254	PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	1107		
407	TACK COAT 0.075 GAL/S.Y.	GALLON	83		
442	2" ASPHALT CONCRETE SURFACE COURSE (Type "B" 9.5 mm)	C.Y.	61		
614	MAINTAINING TRAFFIC	LUMP	1		
	<b>SUBTOTAL</b>				

**Alley east of Minster Supply**

407	TACK COAT 0.075 GAL/S.Y.	GALLON	18		
442	2" ASPHALT CONCRETE SURFACE COURSE (Type "B" 9.5 mm)	C.Y.	13		
614	Maintaining Traffic	Lump	1		
	<b>SUBTOTAL</b>				

**GRAND TOTAL**

**Total Bid for All Village Estimated Prices**

----- (\$ \_\_\_\_\_ )  
----- (Use words) ----- (Figures)

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**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 Minor Street Resurfacing.

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 Minor Street Resurfacing

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

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**APPLICANT SIGNATURE**

---

**DATE**

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# AGREEMENT FORMS

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## NOTICE OF AWARD

Dated:

Village of Minster  
2025 Minor Street Resurfacing

BIDDER: \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_, 2025 for the above Contract has been considered. You are the successful BIDDER and are awarded a Contract for:

\_\_\_\_\_  
(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:

Surface preparation and coating of specific street surfaces within 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 Minor Street Resurfacing

### **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 October 24, 2025 and ready for final payment on or before November 7, 2025.

#### **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.** Wage Determination and Payroll Submittal.
  - 7.** Specifications bearing the title Village of Minster 2025 Minor Street Resurfacing and consisting of \_\_\_\_ page(s).
  - 8.** Addenda number(s) \_\_\_\_, (inclusive).

9. CONTRACTOR's Bid (pages B-1 to B-8, inclusive).
  10. Documentation submitted by CONTRACTOR prior to Notice of Award.
  11. 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 Minor  
Street Resurfacing 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 severally 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 Minor Street Resurfacing 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: -2025 Minor Street Resurfacing

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 October 24, 2025 with the date for final payment is November 7, 2025. 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 Gary Meyer – Public Works Superintendent at 419-733-7531

- \_\_\_\_\_

### OWNER

Village of Minster

BY:-Donald W. Harrod \_\_\_\_\_

- \_\_\_\_\_

- (Authorized Signature)

Administrator  
(Title)

**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

Project:-2025 Minor Street Resurfacing

Owner:-Village of Minster

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

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):	\$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 25px; vertical-align: middle;"></span>

*\*-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:- \_\_\_\_\_

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Application for Payment No. -	Date-
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Agreement Forms  
A-16



**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 Minor Street Resurfacing 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.

\_\_\_\_\_  
(Notary Public)     SEAL

# AFFIDAVIT OF COMPLIANCE

## PREVAILING WAGES

I,-

-- (Name of person signing affidavit)

(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from-\_\_\_\_\_-to-\_\_\_\_\_, are in  
- (Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this-\_\_\_\_ day of-\_\_\_\_\_,  
20-\_\_\_\_\_.

\_\_\_\_\_  
----- (Notary Public)

**The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.**

whpw1511

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# STANDARD GENERAL CONDITIONS

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# SUPPLEMENTARY CONDITIONS

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## **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.

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# PAYROLL SUBMITTALS AND WAGE DETERMINATION

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## **PAYROLL SUBMITTALS AND WAGE DETERMINATION**

### **1. PAYROLL SUBMITTALS**

Each time a new prevailing wage rate is established by the Director of the Department of Commerce, the new rate is then required to be paid on all ongoing public improvement projects. Contractors shall include these escalators in his Bid. There will be no addition to a Contractor's Contract due to a new prevailing wage rate being provided. Upon receipt from the Director of the Department of Commerce of a notice of a change in prevailing wage rates, a public authority shall, within seven working days after receipt thereof, notify all affected contractors and subcontractors with whom the public authority has contracts for a public improvement of the changes and require the contractors to make the necessary adjustments in the prevailing wage rates. Refer to Revised Section 4115.05 of the Ohio Revised Code.

Every contractor and subcontractor who is subject to Sections 4115.03 to 4115.16 of the Revised Code shall, as soon as he begins performance under his contract with any contracting public authority, supply to the prevailing wage coordinator of the contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplemental reports for each month thereafter which shall exhibit for each employee paid any wages, his name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages. If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

**2. SECTION 4115.99**

- A. Whoever violates Section 4115.08 or 4115.09 of the Revised Code shall be fined not less than twenty-five dollars nor more than five hundred dollars.
- B. Whoever violates Division (C) Section 4115.071, 4115.10 or 4115.11 of the Revised Code is guilty of a misdemeanor of the second degree for a first offense; for each subsequent offense such person is guilty of a misdemeanor of the first degree.

**3. WAGE DETERMINATION**

The attached pages are Prevailing Rates of Wages as ascertained by the Director of the Department of Commerce for this project as provided in Section 4115.03 through 4115.14 of the Ohio Revised Code.

**4. SECTION 4101:9-4-13 DUTIES OF CONTRACTORS**

- A. Every contractor and subcontractor on a public improvement project shall:
  - 1. Under his contract with any public authority or contractor of a public authority, supply the prevailing wage coordinator with all documentation and evidence required pursuant to Sections 4115.03 and 4115.16 of the Revised Code and these rules. Said contractor shall obtain from either the department or the public authority sufficient copies of all forms required to assure accurate and timely submission of all reports required by Sections 4115.03 to 4115.16 of the Revised Code and these rules;
  - 2. As soon as he begins performance under his contract with any contracting public authority, supply the prevailing wage coordinator of the contracting public authority with a schedule of the dates during the life of his contract with the public authority on which he is required to pay wages to employees. The schedule of pay dates must not be greater than the periods required for reporting of payrolls as set forth below;
  - 3. Deliver certified copies of his payroll to the prevailing wage coordinator within two weeks after the initial pay date;
  - 4. Issue supplemental reports for each month thereafter if the estimated life of the project exceeds four months, and each

week thereafter if the estimated life of the project is less than four months;

5. Post in a prominent and accessible place on the Site of the work a legible statement of the schedule of wage rates specified in the contract for the various occupations of laborers, workmen, and mechanics employed. The notice must remain posted during the life of the contract and must be supplemented in it's entirety whenever new wage rates schedules are issued by the department;
  6. File with the contracting public authority, upon completion of the public improvement and prior to final payment, an affidavit stating that he has fully complied with the requirements of sections 4115.03 to 4115.16 of the Revised Code. The affidavit shall be signed and notarized;
  7. On the occasion of the first pay date under a contract, issue to each employee not covered by a collective bargaining agreement or understanding between employees and bona fide organizations of labor an individual written notification containing all of the following information:
    - a. the occupation or occupations to which the employee is assigned;
    - b. the wage rate schedule issued by the department which is applicable to that occupation;
    - c. the base rate or hourly rate of pay;
    - d. the amount of fringe benefits credit; and
    - e. the identity of the prevailing wage coordinator, when the prevailing wage coordinator is appointed. In the event that the contractor is unable to identify the prevailing wage coordinator he shall contact the Department of Industrial Relations.
  8. failure to provide any information, reports, documents, or other evidence required by this rule or rules 4101:9-4-06 and 4101:9-4-07 of the Administrative Code is a violation of sections 4115.05 and 4115.071 of the Revised Code.
- B. For the purpose of paragraphs (A) (2) and (A) (3) of this rule, the initial and all supplemental payroll reports shall contain, at a minimum, the following:
1. The name and current address of each employee;

2. The social security number of each employee;
  3. The occupation of each employee;
  4. The wage rate schedule fixed by the department of each occupation;
  5. Each employee's basic hourly rate of pay;
  6. The number of hours worked on the project in the applicable pay schedule, the number of hours worked in each day, and the total number of hours worked each week;
  7. The amount of wages paid each employee;
  8. The amount of wages paid each employee as fringe payments, in accordance with rule 4101;9-4-06 of the Administrative Code;
  9. The amount of any deductions withheld from each employee's wages; and
  10. An accurate description of the nature of the deductions withheld from each employee's wages.
- C. The reports shall be certified by the contractor, subcontractor or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by sections 4115.03 to 4115.16 of the Revised Code.
- D. As set forth in rule 4101;9-4-12 of the Administrative Code, the reports must be submitted to the prevailing wage coordinator of the applicable public authority.
- E. For purposes of paragraph (A) (7) of this rule the contractor or subcontractor shall furnish the same notification to each affected employee every time the occupation of the employee is changed. The contractor may provide such notification at the next scheduled pay period for such employee.
- F. Falsification of any information addressed within this rule is a violation of section 4115.071 of the Revised Code and a criminal violation pursuant to section 2921.13 of the Revised Code.

## **Prevailing Wage Contractor Responsibilities**

### **ORC Chapter 4115: Wages And Hours On Public Works (Prevailing Wage)**

#### **General Information**

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$69,853 for new construction or \$20,955 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

- Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce

#### **Penalties for violation**

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

#### **Intentional Violations**

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports
- intentional misclassification of employees for the purpose of reducing wages
- intentional misclassification of employees as independent contractors or as apprentices
- intentional failure to pay the prevailing wage
- intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Wage and Hour Bureau
- intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority

#### **Responsibilities**

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Wage and Hour Bureau, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc. unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Chief of DOC Wage and Hour Bureau must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

4. Apprentices must be registered with the Ohio State Apprenticeship Council.



5. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Bureau of Wage and Hour or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:

6. Time cards, time sheets, daily work records, etc.
7. Payroll ledger\journals and canceled checks\check register.
8. Fringe benefit records must include program name, address, account number, and canceled checks.
9. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
10. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

11. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.
  - Corporate officers\owners\partners and any salaried personnel that do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
2. Employees' work classification.

- Be specific about the laborers and/or operators
- For all apprentices, show level/year and percent of journeyman's rate

3. Hours worked on the project for each employee.

- The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.

- The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
- All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.

- When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
- When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Send a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Information on this site is believed to be accurate but is not guaranteed. The State of Ohio disclaims any liability for any errors or omissions.

# PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:- <b>Village of Minster 2025 Minor Street Resurfacing</b>		Job Number:- <b>Village of Minster</b>	
Contractor:-			
Project Location:-			
Jobsite posting of prevailing wage rates located:-			
<b>Prevailing Wage Coordinator</b>		<b>Employee</b>	
Name:-		Name:-	
Street:-		Street:-	
City:-		City:-	
State / Zip:-		State / Zip:-	
Phone:-		Phone:-	
You will be performing work on this project that falls under these classifications.-You will be paid the appropriate rate for the type of work you are performing.			
<b>Classification</b>	<b>Prevailing Wage Rate Total Package</b>	<b>Minus Your Fringe Benefits</b>	<b>Your Hourly Base Rate</b>
Hourly fringe benefits paid on your behalf by this company.			
<b>Fringe</b>	<b>Amount</b>	<b>Fringe</b>	<b>Amount</b>
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		<b>TOTAL HOURLY FRINGES</b>	
Contractor's Signature:		Date:-	
Employee's Signature:		Date:-	

## Instructions For Preparing Certified Payroll Reports

### General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce, Wage and Hour Bureau,  
77 South High Street, 22nd Floor  
Columbus, Ohio 43215, (614) 644-2239

### Certified Payroll Heading:

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority.

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority. If there is no number leave blank.

### Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
4. Project Total Hours: Total the hours entered for pay period.
5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule, plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - o Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - o Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - o Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.

7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
10. Self explanatory.
11. Self explanatory.
12. Self explanatory.



## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Labor HevHwy 3	LCN02-2025ib	Laborer	06/11/2025	06/11/2025

### Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification	BHR											
Laborer Group 1	\$37.27	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01	
Group 2	\$37.44	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26	
Group 3	\$37.77	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.76	
Group 4	\$38.22	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43	
Watch Person	\$32.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10	
Apprentice	Percent	BHR										
0-1000 hrs	80.000000	\$29.82	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	85.000000	\$31.68	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	90.000000	\$33.54	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	95.000000	\$35.41	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	100.000000	\$37.27	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01

### Special Calculation Note

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.





## Ratio

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

## Jurisdiction (\* denotes special jurisdictional note)

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

## Special Jurisdictional Note

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

## Details

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, \*Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. \*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), \*\*\*Lead Abatement, Hazardous Waste (level C) \*\*\*Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Guniting Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.



## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Labor Local 329	LCN01-2025ib	Laborer	05/21/2025	05/21/2025

### Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Laborer Group 1	\$34.18		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.28	\$65.37
Group 2	\$34.33		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.43	\$65.60
Group 3	\$34.48		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.58	\$65.82
Group 4	\$34.68		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.78	\$66.12
Apprentice	Percent	BHR										
0-1000 hrs	80.000000	\$27.34	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$41.44	\$55.12
1001-2000 hrs	85.000000	\$29.05	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$43.15	\$57.68
2001-3000 hrs	90.000000	\$30.76	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$44.86	\$60.24
3001-4,000	95.000000	\$32.47	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$46.57	\$62.81
More than 4000 Hours	100.000000	\$34.18	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.28	\$65.37

### Special Calculation Note

No special calculations for this skilled craft wage rate are required at this time.

### Ratio

1 Journeyman to 1 Apprentice then 4 to 1 thereafter per project



## Jurisdiction (\* denotes special jurisdictional note)

Allen, Auglaize, Mercer, Paulding, Putnam, Shelby, Van Wert

## Special Jurisdictional Note

### Details

Group 1 Building Laborer, Carpenter Tender, Flagman, Signal Man, Rigging/Hooking/unhooking of construction material, utility construction laborer, guardrail erector, fence installer, landscape laborer, laser beam set-up man, grade checker, power wheelbarrow or power buggy, removal of asbestos, hazardous waste (Levels C & D), drinking water supplier, warehouse/tool man, safety man, confined space/hole watch attendant, fire watch, parking attendant, watchman, time/bookkeeper. Group 2 Vibrators, Cement Finisher Helper, cement Raker, pump hose nozzle man, Asphalt Raker, Tamper & Packer, Pump Man Under 4", Discharge, Caisson, Cofferdam, Tunnel, Spiker Railroad (By Hand), Pot Tender, Torch Man, Demolition, All Machine Driven Tools (Gas, Electric, Air). Group 3 Plaster Tender, Mortar Mixer, Cylinder, Shaft, Sewer, Water Conduit, Gas, Oil, Pipeline, Except Mainlines, Sewer Bottom Man, Sewer Pipe Layer, Manhole Builder, Blaster Helper, air track/Wagon Drill Helper, Jack Hammer, Gunnite Operator, Mucker (Tunnel & Caisson) Free Air, Miner, Sand Blaster, Blaster-Powder Man, Wagon drill/Operator, The removal of Lead or Toxic and Hazardous Waste materials (Level A & B). Group 4 Mason Tender, scaffold builder, truck driver with CDL, welder, skid loader, forklift operator and man lifts.



## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Operating Engineers - HevHwy Zone II	LCN01-2025ib	Operating Engineer	05/01/2025	04/30/2025

### Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>	<b>BHR</b>										
Operator Class A	\$45.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile	\$47.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54





			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Concrete Pump 250' and Ove												
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
1st Year	50.000000	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.000000	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.000000	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.000000	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mech Trainee												
1st year	60.000000	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd year	70.000000	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd year	80.000000	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th year	90.000000	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

### Special Calculation Note

Other: Education & Safety Fund Misc: National Training

### Ratio

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

### Jurisdiction (\* denotes special jurisdictional note)

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

### Special Jurisdictional Note



## Details

**\*\*Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.**

**Class A -** Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

**Class B -** Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

**Class C -** A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

**Class D -** Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

**Class E -** Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over



## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Operating Engineers - Building Local 18 - Zone III	LCN01-2025ib	Operating Engineer	05/01/2025	04/30/2025

### Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>	<b>BHR</b>										
Operator Group A	\$45.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16



			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Cranes & Mobile Concrete Pumps 249' and over	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
1st Year	50.000000	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.000000	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.000000	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.000000	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
<b>Field Mechanic Trainee</b>												
1st Year	60.000000	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd Year	70.000000	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd Year	80.000000	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th Year	90.000000	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

## Special Calculation Note

Other: Education & Safety Misc: National Training

## Ratio

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

## Jurisdiction (\* denotes special jurisdictional note)

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot





## Special Jurisdictional Note

### Details

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician (Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Insert/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signaller, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' - 180' - Boom & Jib 150 - 180 feet Cranes 180' - 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over



## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Locals 20,40,92,100,175,284,348,37 7,637,697,908,957 - Bldg & HevHwy Class 1	LCN01-2025ib	Truck Driver	05/28/2025	05/28/2025

### Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification	BHR											
Truck Driver CLASS 1	\$34.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64	
Apprentice	Percent	BHR										
First 6 months	80.000000	\$27.41	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	85.000000	\$29.12	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	90.000000	\$30.83	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	95.000000	\$32.55	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	100.000000	\$34.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

### Special Calculation Note

### Ratio

3 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note)



Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

## Special Jurisdictional Note

### Details

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).



# Prevailing Wage Rates - Skilled Crafts

## Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Locals 20,40,92,100,175,284,348,37 7,637,697,908,957 - Bldg & Hwy Class 2	LCN01-2025ib	Truck Driver	05/28/2025	05/28/2025

## Wage Rates

		Fringe Benefit Payments							Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification	BHR											
Truck Driver CLASS 2	\$35.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14	
Apprentice	Percent	BHR										
First 6 months	80.000000	\$28.21	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56	
7-12 months	85.000000	\$29.97	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21	
13-18 months	90.000000	\$31.73	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85	
19-24 months	95.000000	\$33.50	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50	
25-30 months	100.000000	\$35.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14	

## Special Calculation Note

## Ratio

3 Journeymen to 1 Apprentice

Jurisdiction (\*) denotes special jurisdictional note)





Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

## Special Jurisdictional Note

### Details

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.



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# SPECIFICATIONS

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## **SPECIFICATIONS**

Village of Minster  
2025 Minor Street Resurfacing

This project shall conform to the Ohio Department of Transportation Construction and Material Specifications dated January 1, 2019, the Village of Minster Standard Drawings and Construction Specifications, and General Notes and Details as noted on the plans. The most restrictive shall apply as determined by the OWNER.

### **SITE VISIT**

Contractor to visit the project sites prior to bidding by contacting Gary Meyer, Superintendent of Public Works.

### **MISCELLANEOUS**

Compensation for the village's street work shall be at the unit prices included on the bid proposal.-No separate payments will be made for tasks (not all-inclusive) including such items as mobilization, sweeping, street preparation, grading back edges, and testing.