

PROJECT MANUAL

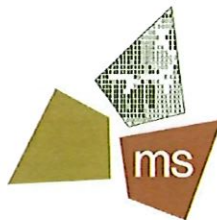
2026 STREET IMPROVEMENT PROJECT

For

CITY OF STRUTHERS

Prepared By:

ms consultants, inc
333 East Federal Street
Youngstown, Ohio 44503
(330) 744-5321



AUGUST, 2026

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ADVERTISEMENT FOR BIDS

Sealed bids will be received at the City of Struthers, Administration Building, 6 Elm Street, Struthers, Ohio 44471, until **10:00 a.m.** local time, on **August 17, 2026** and promptly opened at the same location for the **2026 Street Improvement Project**. Ohio prevailing wage rates apply to this project.

The base bid includes resurfacing portions of Creed Street, Lincoln Street, Grimm Heights Avenue, and Eve Drive. Work associated with the base bid consists of pavement planing, application of tack coat, partial-depth pavement repairs, and placement of an asphalt surface course.

ms consultants, inc. is the design professional located at 333 East Federal Street, Youngstown, Ohio 44503 330-744-5321. Submit all questions to Mary Kate Parkinson at ms consultants by e-mail at mparkinson@msconsultants.com.

Complete copies of the Bidding Documents may be obtained from Mary Kate Parkinson, mparkinson@msconsultants.com. **Electronic Bidding Documents may be obtained from the Issuing Office by email request only to the contact above. Hard copies are not available at the Issuing Office.**

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda obtained from sources other than the Issuing Office. **Each bidder must be a registered plan holder with ms consultants, inc. to be eligible to submit a bid for this project.**

Each bid submittal must include a Bid Guaranty in the form of a Bid Guaranty & Contract Bond for the full amount of the bid (including all add alternates) or a certified check, cashier's check or an irrevocable letter of credit in an amount equal to 10% of the bid (including all add alternates), as stated in the Instructions to Bidders.

No Bidder may withdraw its bid within 60 days after the bid opening. The Owner reserves the right to waive irregularities in bids, to reject any or all bids at its discretion, for any reason or no reason stated, and to conduct such investigation as necessary to determine the best bidder.

Advertise: Tribune

Advertise: August 3, 2026 and August 10, 2026

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SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS
AND
SECTION 00 72 00 – GENERAL CONDITIONS

1.1 CONTRACT DOCUMENTS

The documents covering the performance of the project include all Sections of this Project Manual, Bonds, Addenda, Plans, Change Orders and Subsidiary Agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the form of contract.

1.2 STANDARD SPECIFICATIONS

The State of Ohio, Department of Transportation, Material Specifications dated January 1, 2023 or latest edition shall be deemed as Standard Specifications and are an integral part of the Contract Documents relating to construction under this contract and subject to supplemental and/or amendment in Supplementary Specifications hereto attached. The Standard Specifications contain the General Provisions, Detailed Provisions and Item Specifications.

All item numbers contained herein refer to appropriate item numbers in the specifications. Items in the specifications not included in the Bid are not to be considered as part of this contract except as specifically referred to in the specifications.

1.3 PREQUALIFICATION OF BIDDERS (ODOT ITEM 201.01)

All bidders, who are not currently prequalified with the State of Ohio, Department of Transportation, shall within three (3) days after being identified by the Owner as the apparent low bidder, file a confidential financial statement and experience questionnaire in accordance with 5525.02 to 5525.09 inclusive, ORC and Rules and Regulations for Qualification of Bidders promulgated thereunder (Foreign Contractors - see 5525.18 ORC and Rule VIII of the above Rules and Regulations).

The above requirements and conditions shall be in conformance with the State of Ohio, Department of Transportation, Material Specifications, dated January 1, 2023 or latest edition.

Further, the prequalification of bidders as outlined above, applies only to contracts in excess of \$50,000.00 and only the scope of work which is covered in the above mentioned specifications.

1.4 ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. **Every request for such interpretation should be in writing, addressed to Marlene Mort, mmort@msconsultants.com, and to be given consideration must be received at least seven days prior to bid opening,** and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be e-mailed (at the respective addresses furnished for such purpose), to all parties of record as having taken out a full set of plans and specifications, not later than 72 hours prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

1.5 CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of the Owner or any other Contractor, or infringe on the rights, safety and convenience of the Public.

1.6 EXAMINATION OF SITE

Each bidder shall, and is hereby directed, to inspect the entire site of the proposed work and judge for himself as to all the circumstances affecting the cost and progress of work and shall assume all patent and latent risks in connection therewith.

1.7 SOIL CONDITIONS

Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making test cores of the existing asphalt surface or borings and digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to the original condition.

The Owner does not guarantee the accuracy of any information of samples which may have been obtained from test cores or borings or otherwise as to the kind or condition of the soil that may be encountered in the performance of the proposed work, neither does the Owner represent that plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil conditions to be encountered or as to foundation materials. The Contractor must assume all risk as to the nature and behavior of the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

1.8 WATER SUPPLY

All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit or lump sum prices stipulated for the various items of the work to be done under this contract.

In case the Contractor desires to obtain water from fire hydrants located along the site of the work, he may obtain such water, but subject to all established charges and regulations, pending approval by the Owner.

The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

1.9 WORKING FACILITIES

The plans show, in a general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

1.10 OTHER CONTRACTS

Bidders are advised that work other than the herein contract may be in progress at the site of this construction work during the performance of the work herein. Accordingly, bidders are warned that use of the site must be such as to avoid interferences.

1.11 PERMITS

The Contractor shall take out all necessary permits and shall give all notices required by law or local ordinance.

1.12 WAGE RATES

In the event that the rate of wages paid for any trade or occupation in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the State minimum wage rates as set forth in the Contract Documents.

Every Contractor and Subcontractor shall, as soon as he begins performance under his contract with the Owner, supply to the prevailing wage coordinator for the Owner, a schedule of the dates on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe benefits, and deductions from wages. 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.

In case the Owner or their Agent order the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person in any trade or occupation for which no minimum wage rate is herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included.

Insofar as possible, local labor shall be employed on this work.

1.13 REQUIRED INSURANCE

In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed in Insurance Requirement at the end of this section.

1.14 PREPARATION OF BIDS

Each bidder must submit a bid for each and every item of the proposal submitted for the contract, the amount to be written in words and in figures (where indicated), and failure to do so will render his bid irregular and subject to rejection. Conditions, limitations or provisions attached by the bidder to the Bid may also cause its rejection.

Bids must be submitted on the prescribed form. Bids shall not be removed from Project Manual nor the Bid Submittal Document (if included). All applicable blank spaces must be written or printed in ink or type. If pages are removed for typing, they should be properly replaced. Each bidder must furnish in his Bid a summary of information relative to the facilities, ability and financial resources available for the fulfillment of the contract.

Submit entire Project Manual (or Bid Submittal Document if included in Bidding Documents), in sealed envelopes bearing on the outside, the name of the bidder, his address, the name of the project and the number of the contract for which the bid is submitted. Bid deposits and Surety Bid Letters accompanying bids shall be sealed in the Bid Envelope.

Before award is made to a bidder not a resident of the State of Ohio, such bidder shall designate a proper agent in the State of Ohio on whom service can be made in event of litigation.

1.15 APPROXIMATE QUANTITIES FOR COMPARING PROPOSALS

The quantities of work as given for each item in the Bid are approximate and are given only as uniform basis for Bid comparison. They are not guaranteed to be an accurate statement of estimates of quantities or work that are to be performed under the contract, and any departure therefrom will not be accepted as valid grounds for any claim for damages or loss of profits.

1.16 PRICE BID

The prices shall be printed in ink or typed in figures in the appropriate places on the Bid Form for the various items, and all bids will be considered irregular which contain items not specified in the Bid Form.

In the event that there is a discrepancy between the unit or lump sum prices written in words and those written in figures, the unit or lump sum price in words shall govern. Any erasers and/or changes made on unit and/or lump sum bid prices shall be initialed by bidder on Bid Form.

Bids will be compared on the basis of the aggregate cost as determined by the use of the schedule of approximate quantities contained in the Bid.

1.17 SIGNATURE OF BIDDER

The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

1.18 BID EVALUATION PROCEDURE

The Basis of Award shall be the total combined sum of the base bid and selected alternates, if applicable. The Owner may select any combination of Alternate Bid Items that will come within the allowed appropriation of funds.

The prospective bidders must submit a bid for each item stipulated. Failure to bid on all of the proposal items will be cause for rejection of the bid. A Contractor must completely fill out all items for all streets listed on the Bid Form and the list of Alternate Bids, if applicable. The Owner will award one contract to the lowest and best Bidder as determined by the Owner.

The Contractor shall note that any pavement grindings shall become the property of the Contractor, except for the loading, trucking, and delivery of 100 tons of millings to a location designated by the Owner.

The prospective bidders must submit a bid for each item stipulated. Failure to bid on all of the bid items will be cause for rejection of the bid.

1.19 BASIS OF AWARD:

The Basis of Award shall be the total combined sum of the base bid and selected alternates, if applicable. The Owner may select any combination of Alternate Bid Items that will come within the allowed appropriation of funds.

1.20 BIDDER'S AFFIDAVIT

Each bidder is required to duly execute the affidavit at the end of the Bid Form stating that all statements and declarations made in the proposal are true to the best of his knowledge and belief.

1.21 NON-COLLUSION AFFIDAVIT

The successful bidder will be required to submit a Non-Collusion Affidavit in the form included in the Project Manual. This Affidavit shall be dated and executed as part of this Bid.

1.22 WITHDRAWAL OF PROPOSAL

No Bid may be withdrawn after it has been duly deposited with the Owner. No bidder may withdraw his bid for a period of sixty (60) days after the opening of the bids.

1.23 COMPETENCY OF BIDDERS:

The Owner or their agent may make such investigation as it deems necessary to determine the ability and competency of the bidder to perform the work. Upon request, the bidder shall furnish evidence satisfactory to the Owner or their agent that he has met the necessary conditions of the contract and specifications.

The Owner reserves the right to reject any bid received, if the investigation fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified.

1.24 INFORMATION TO BE FURNISHED

In considering bids for this work, particular attention will be given to the method of construction which the bidder plans to follow; the available experienced and skilled men which he plans to use in the performance of the work; the types of equipment and materials he plans to install; and he shall prepare and furnish this information in writing at the Owners' request.

Furthermore, the bidder must, prior to the award of the contract, be prepared to discuss in detail, all matters relating to these special features of the work with the end in view that the Owner may obtain high grade workmanship and proper performance of the Contract.

1.25 LIST OF SUBCONTRACTORS

Bidders shall furnish a list of all Subcontractors they intend to employ on the work under this Contract; such a list shall be given on the form provided herein. Failure to include such a list will be construed as indicating that the Bidder will do all work required with his own forces.

The employment of any Subcontractor, not indicated on the list submitted with the Bid, will not be allowed except with special permission of the Owner.

1.26 RIGHT TO ACCEPT OR REJECT PROPOSALS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof. The Owner reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable for the proper execution of this Contract.

1.27 EXECUTION OF CONTRACT

The bidder to whom the contract is awarded will be required to execute a written contract with the community that is part of this project with approved sureties within ten (10) days from the date of the service of the notice to that effect.

In case he shall fail to do so, the Bid Deposit accompanying his Bid shall thereupon be forfeited to and the amount hereof retained by the Owner as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify the Owner for any loss which

it may sustain by failure of the bidder to execute the contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next lowest or next best bidder, as the Owner may determine.

1.28 BONDS

All bids must be accompanied by a Bid Guaranty, made payable to the Owner in the form of either:

- (1) A Bid Guaranty / Contract Bond for the full amount of the bid, or
- (2) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in an amount not less than ten percent (10%) of the total bid amount pursuant to Chapter 153 of the ORC.

Contract Bond: If the successful Bidder submitted a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid (including all alternates) as its Bid Guaranty, the successful Bidder shall furnish a Contract Bond using the Contract Bond form included in the contract documents in an amount equal to 100% of the Contract Sum.

Maintenance Bond: The successful Bidder shall provide a 2-year Maintenance Bond in an amount equal to 10 percent of the total adjusted contract amount.

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

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

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

The name, address and telephone and fax numbers of the surety and the surety's Agent should be typed or printed on each bond.

If the Owner notifies the Contractor's surety that the Contractor is in material default or terminates the Contract, the surety will promptly and in not more than 21 days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within 21 days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Contractor, Engineer and Owner to review the available project records. If the surety proposes to take over the work, the surety shall do so no later than the expiration of such 21 day period or 10 days after the date the Owner terminates the agreement, whichever is later. If the Owner terminates the work, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the work in accordance with the contract

documents. If the Contractor is terminated, the replacement contractor shall not be the Contractor. The surety will provide the Owner with the results of its investigation, including any written report or documents.

1.29 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or their designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent (50%) of the total contract cost, except that any item that is designated in the contract as a "specialty item" may be performed by subcontract and the cost of specialty items performed by subcontract may be deducted from the total cost of contract before computing the amount of work required to be performed by the Contractor with his own organization. No subcontract or transfer of contract shall in any way release the Contractor of his liability under the contract and bonds.

1.30 PROGRESS SCHEDULE

Within ten (10) days after the award of the contract to him, the Contractor shall submit a proposed program of operation, showing clearly how he proposes to conduct the work as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his work will be sufficiently advanced to permit the installation of the work under other contracts. The work under this contract shall be so scheduled that as structures are completed they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner or their designated agent.

1.31 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the specified time thereafter. Bidder must agree to pay as liquidated damage the sum of Three Hundred (\$300.00) dollars for each consecutive calendar day thereafter.

1.32 PAYMENTS TO THE CONTRACTOR

At the completion of the project, the Contractor will process a payment request for the full amount of all streets resurfaced. The Owner will initially process 70% payment to the Contractor. The remaining 30% of the total will be paid to the Contractor within 60 days of the initial 70% payment.

1.33 WARRANTY

If within one year from the date of Certificate of Acceptance of the work (unless a machinery and/or material guarantee or a manufacturers specification provides for an extended period of time) any materials or workmanship furnished hereunder may be discovered by the Owner or their agent on Review and Re-inspection to be defective, the Contractor upon receipt of written notice from the Owner or their agent, shall promptly replace or remedy any defects to the Owner or agent's satisfaction and as described in the Specifications, without any cost to the Owner. This obligation shall survive termination of the contract.

The Contractor shall provide a 2-year Maintenance Bond in an amount equal to 10 percent of the total adjusted contract amount.

1.34 INSURANCE REQUIREMENTS

Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begin. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for their possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

- Item A - Workmen's Compensation and/or Employer Liability Insurance as required or specified by State Law.
- Item B - Contractor's Direct Bodily Injury Liability Insurance.
- Item C - Contractor's Direct Property Damage Liability Insurance.
- Item D - Contractor's Protective Bodily Injury Liability Insurance.
- Item E - Contractor's Protective Damage Liability Insurance.
- Item F - Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.
- Item G - Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.
- Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this Contract.
- Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this Contract.
- Item J - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such forms as each such utility company may require.

1.35 INSURANCE REQUIREMENTS

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H and I shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform, including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in an amount and form as each railroad or utility company may require.

The required extent and limits of the types of insurance required from the Contractor for this Contract, are as follows and as designated in the column marked "required".

Item	Each Person	For Each Accident	Occurrence	Required
A	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX	YES
B	500,000	1,000,000	XXXXXXXXXXXXX	YES
C	XXXXXXXXXXXXX	1,000,000	1,000,000	YES
D	500,000	1,000,000	XXXXXXXXXXXXX	YES
E	XXXXXXXXXXXXX	1,000,000	1,000,000	YES
F	500,000	1,000,000	XXXXXXXXXXXXX	YES
G	XXXXXXXXXXXXX	1,000,000	1,000,000	YES
H	500,000	1,000,000	XXXXXXXXXXXXX	YES
I	XXXXXXXXXXXXX	1,000,000	1,000,000	YES
J	AS REQUIRED BY RAILROAD (if applicable)			

The following special hazards shall be included in the above stated insurance coverage.

- (a) Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage to:
- (b) All Bodily Injury Coverage (Items B, C, F and H) shall be broadened by the inclusion of the term "occurrence" in lieu of "caused by accident".
- (c) BUILDER'S RISK INSURANCE

The Contractor shall maintain insurance to protect himself and/or the Owner from loss incurred by fire, lightening, extended coverage hazards, vandalism, theft, explosion, and

malicious mischief in the full amount of the Contract, and such insurance shall cover all labor and material connected with the Work including materials delivered to the site but not yet installed.

1.36 TAX:

The Contractor shall pay sales, consumer, use, commercial activity, and similar taxes for the work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor acknowledges that the Owner is a political subdivision of the State of Ohio or tax exempt organization and is exempt from state sales, use, and commercial activity taxes. Upon written request, the Owner will provide the Contractor with any applicable certificates of exemption. .

1.37 BID EVALUATION CRITERIA

The Owner will consider the following factors when making a determination as to whether a bid is submitted by the lowest and best bidder in public improvement contracts:

1. Whether the bidder's work force is drawn mainly from area residents;
2. Experience and continuity of the bidder's work force;
3. Whether the bidder participates in an apprenticeship or training program, and the time length of the bidder's participation therein;
4. The bidder's financial condition;
5. The bidder's resources;
6. The number of years the bidder has been in the construction business;
7. Bidder's familiarity with the project;
8. Bidder's record on similar construction projects;
9. Bidder's conduct, past performance, and work on past City Contracts;
10. Bidder's compliance with completion deadlines;
11. Whether bidder generally experiences cost overruns, or change orders, and the reason for the overrun or change order;
12. Bidder's bonding record;
13. Bidder's compliance with unemployment and worker's compensation laws;

14. Bidder's compliance with federal and state prevailing wage laws;
15. Bidder's compliance with the Fair Labor Standards Act;
16. Bidder's compliance with fringe benefit contribution requirements, as applicable.

No single factor set forth above shall be controlling in determining whether a bid is or is not the best most responsible bid. The bidder must also satisfy any other conditions, certification requirements and other provisions as set forth in the project specifications and contract documents.

END OF SECTION

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS
AND
SECTION 00 72 00 – GENERAL CONDITIONS

1.1 CONTRACT DOCUMENTS

The documents covering the performance of the project include all Sections of this Project Manual, Bonds, Addenda, Plans, Change Orders and Subsidiary Agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the form of contract.

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All item numbers contained herein refer to appropriate item numbers in the specifications. Items in the specifications not included in the Bid are not to be considered as part of this contract except as specifically referred to in the specifications.

1.3 PREQUALIFICATION OF BIDDERS (ODOT ITEM 201.01)

All bidders, who are not currently prequalified with the State of Ohio, Department of Transportation, shall within three (3) days after being identified by the Owner as the apparent low bidder, file a confidential financial statement and experience questionnaire in accordance with 5525.02 to 5525.09 inclusive, ORC and Rules and Regulations for Qualification of Bidders promulgated thereunder (Foreign Contractors - see 5525.18 ORC and Rule VIII of the above Rules and Regulations).

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Further, the prequalification of bidders as outlined above, applies only to contracts in excess of \$50,000.00 and only the scope of work which is covered in the above mentioned specifications.

1.4 ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. **Every request for such interpretation should be in writing, addressed to Marlene Mort, mmort@msconsultants.com, and to be given consideration must be received at least seven days prior to bid opening,** and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be e-mailed (at the respective addresses furnished for such purpose), to all parties of record as having taken out a full set of plans and specifications, not later than 72 hours prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

1.5 CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of the Owner or any other Contractor, or infringe on the rights, safety and convenience of the Public.

1.6 EXAMINATION OF SITE

Each bidder shall, and is hereby directed, to inspect the entire site of the proposed work and judge for himself as to all the circumstances affecting the cost and progress of work and shall assume all patent and latent risks in connection therewith.

1.7 SOIL CONDITIONS

Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making test cores of the existing asphalt surface or borings and digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to the original condition.

The Owner does not guarantee the accuracy of any information of samples which may have been obtained from test cores or borings or otherwise as to the kind or condition of the soil that may be encountered in the performance of the proposed work, neither does the Owner represent that plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil conditions to be encountered or as to foundation materials. The Contractor must assume all risk as to the nature and behavior of the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

1.8 WATER SUPPLY

All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit or lump sum prices stipulated for the various items of the work to be done under this contract.

In case the Contractor desires to obtain water from fire hydrants located along the site of the work, he may obtain such water, but subject to all established charges and regulations, pending approval by the Owner.

The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

1.9 WORKING FACILITIES

The plans show, in a general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

1.10 OTHER CONTRACTS

Bidders are advised that work other than the herein contract may be in progress at the site of this construction work during the performance of the work herein. Accordingly, bidders are warned that use of the site must be such as to avoid interferences.

1.11 PERMITS

The Contractor shall take out all necessary permits and shall give all notices required by law or local ordinance.

1.12 WAGE RATES

In the event that the rate of wages paid for any trade or occupation in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the State minimum wage rates as set forth in the Contract Documents.

Every Contractor and Subcontractor shall, as soon as he begins performance under his contract with the Owner, supply to the prevailing wage coordinator for the Owner, a schedule of the dates on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe benefits, and deductions from wages. 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.

In case the Owner or their Agent order the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person in any trade or occupation for which no minimum wage rate is herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included.

Insofar as possible, local labor shall be employed on this work.

1.13 REQUIRED INSURANCE

In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed in Insurance Requirement at the end of this section.

1.14 PREPARATION OF BIDS

Each bidder must submit a bid for each and every item of the proposal submitted for the contract, the amount to be written in words and in figures (where indicated), and failure to do so will render his bid irregular and subject to rejection. Conditions, limitations or provisions attached by the bidder to the Bid may also cause its rejection.

Bids must be submitted on the prescribed form. Bids shall not be removed from Project Manual nor the Bid Submittal Document (if included). All applicable blank spaces must be written or printed in ink or type. If pages are removed for typing, they should be properly replaced. Each bidder must furnish in his Bid a summary of information relative to the facilities, ability and financial resources available for the fulfillment of the contract.

Submit entire Project Manual (or Bid Submittal Document if included in Bidding Documents), in sealed envelopes bearing on the outside, the name of the bidder, his address, the name of the project and the number of the contract for which the bid is submitted. Bid deposits and Surety Bid Letters accompanying bids shall be sealed in the Bid Envelope.

Before award is made to a bidder not a resident of the State of Ohio, such bidder shall designate a proper agent in the State of Ohio on whom service can be made in event of litigation.

1.15 APPROXIMATE QUANTITIES FOR COMPARING PROPOSALS

The quantities of work as given for each item in the Bid are approximate and are given only as uniform basis for Bid comparison. They are not guaranteed to be an accurate statement of estimates of quantities or work that are to be performed under the contract, and any departure therefrom will not be accepted as valid grounds for any claim for damages or loss of profits.

1.16 PRICE BID

The prices shall be printed in ink or typed in figures in the appropriate places on the Bid Form for the various items, and all bids will be considered irregular which contain items not specified in the Bid Form.

In the event that there is a discrepancy between the unit or lump sum prices written in words and those written in figures, the unit or lump sum price in words shall govern. Any erasers and/or changes made on unit and/or lump sum bid prices shall be initialed by bidder on Bid Form.

Bids will be compared on the basis of the aggregate cost as determined by the use of the schedule of approximate quantities contained in the Bid.

1.17 SIGNATURE OF BIDDER

The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

1.18 BID EVALUATION PROCEDURE

The Basis of Award shall be the total combined sum of the base bid and selected alternates, if applicable. The Owner may select any combination of Alternate Bid Items that will come within the allowed appropriation of funds.

The prospective bidders must submit a bid for each item stipulated. Failure to bid on all of the proposal items will be cause for rejection of the bid. A Contractor must completely fill out all items for all streets listed on the Bid Form and the list of Alternate Bids, if applicable. The Owner will award one contract to the lowest and best Bidder as determined by the Owner.

The Contractor shall note that any pavement grindings shall become the property of the Contractor, except for the loading, trucking, and delivery of 100 tons of millings to a location designated by the Owner.

The prospective bidders must submit a bid for each item stipulated. Failure to bid on all of the bid items will be cause for rejection of the bid.

1.19 BASIS OF AWARD:

The Basis of Award shall be the total combined sum of the base bid and selected alternates, if applicable. The Owner may select any combination of Alternate Bid Items that will come within the allowed appropriation of funds.

1.20 BIDDER'S AFFIDAVIT

Each bidder is required to duly execute the affidavit at the end of the Bid Form stating that all statements and declarations made in the proposal are true to the best of his knowledge and belief.

1.21 NON-COLLUSION AFFIDAVIT

The successful bidder will be required to submit a Non-Collusion Affidavit in the form included in the Project Manual. This Affidavit shall be dated and executed as part of this Bid.

1.22 WITHDRAWAL OF PROPOSAL

No Bid may be withdrawn after it has been duly deposited with the Owner. No bidder may withdraw his bid for a period of sixty (60) days after the opening of the bids.

1.23 COMPETENCY OF BIDDERS:

The Owner or their agent may make such investigation as it deems necessary to determine the ability and competency of the bidder to perform the work. Upon request, the bidder shall furnish evidence satisfactory to the Owner or their agent that he has met the necessary conditions of the contract and specifications.

The Owner reserves the right to reject any bid received, if the investigation fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified.

1.24 INFORMATION TO BE FURNISHED

In considering bids for this work, particular attention will be given to the method of construction which the bidder plans to follow; the available experienced and skilled men which he plans to use in the performance of the work; the types of equipment and materials he plans to install; and he shall prepare and furnish this information in writing at the Owners' request.

Furthermore, the bidder must, prior to the award of the contract, be prepared to discuss in detail, all matters relating to these special features of the work with the end in view that the Owner may obtain high grade workmanship and proper performance of the Contract.

1.25 LIST OF SUBCONTRACTORS

Bidders shall furnish a list of all Subcontractors they intend to employ on the work under this Contract; such a list shall be given on the form provided herein. Failure to include such a list will be construed as indicating that the Bidder will do all work required with his own forces.

The employment of any Subcontractor, not indicated on the list submitted with the Bid, will not be allowed except with special permission of the Owner.

1.26 RIGHT TO ACCEPT OR REJECT PROPOSALS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof. The Owner reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable for the proper execution of this Contract.

1.27 EXECUTION OF CONTRACT

The bidder to whom the contract is awarded will be required to execute a written contract with the community that is part of this project with approved sureties within ten (10) days from the date of the service of the notice to that effect.

In case he shall fail to do so, the Bid Deposit accompanying his Bid shall thereupon be forfeited to and the amount hereof retained by the Owner as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify the Owner for any loss which

it may sustain by failure of the bidder to execute the contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next lowest or next best bidder, as the Owner may determine.

1.28 BONDS

All bids must be accompanied by a Bid Guaranty, made payable to the Owner in the form of either:

- (1) A Bid Guaranty / Contract Bond for the full amount of the bid, or
- (2) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in an amount not less than ten percent (10%) of the total bid amount pursuant to Chapter 153 of the ORC.

Contract Bond: If the successful Bidder submitted a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid (including all alternates) as its Bid Guaranty, the successful Bidder shall furnish a Contract Bond using the Contract Bond form included in the contract documents in an amount equal to 100% of the Contract Sum.

Maintenance Bond: The successful Bidder shall provide a 2-year Maintenance Bond in an amount equal to 10 percent of the total adjusted contract amount.

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

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

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

The name, address and telephone and fax numbers of the surety and the surety's Agent should be typed or printed on each bond.

If the Owner notifies the Contractor's surety that the Contractor is in material default or terminates the Contract, the surety will promptly and in not more than 21 days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within 21 days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Contractor, Engineer and Owner to review the available project records. If the surety proposes to take over the work, the surety shall do so no later than the expiration of such 21 day period or 10 days after the date the Owner terminates the agreement, whichever is later. If the Owner terminates the work, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the work in accordance with the contract

documents. If the Contractor is terminated, the replacement contractor shall not be the Contractor. The surety will provide the Owner with the results of its investigation, including any written report or documents.

1.29 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or their designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent (50%) of the total contract cost, except that any item that is designated in the contract as a "specialty item" may be performed by subcontract and the cost of specialty items performed by subcontract may be deducted from the total cost of contract before computing the amount of work required to be performed by the Contractor with his own organization. No subcontract or transfer of contract shall in any way release the Contractor of his liability under the contract and bonds.

1.30 PROGRESS SCHEDULE

Within ten (10) days after the award of the contract to him, the Contractor shall submit a proposed program of operation, showing clearly how he proposes to conduct the work as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his work will be sufficiently advanced to permit the installation of the work under other contracts. The work under this contract shall be so scheduled that as structures are completed they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner or their designated agent.

1.31 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the specified time thereafter. Bidder must agree to pay as liquidated damage the sum of Three Hundred (\$300.00) dollars for each consecutive calendar day thereafter.

1.32 PAYMENTS TO THE CONTRACTOR

At the completion of the project, the Contractor will process a payment request for the full amount of all streets resurfaced. The Owner will initially process 70% payment to the Contractor. The remaining 30% of the total will be paid to the Contractor within 60 days of the initial 70% payment.

1.33 WARRANTY

If within one year from the date of Certificate of Acceptance of the work (unless a machinery and/or material guarantee or a manufacturers specification provides for an extended period of time) any materials or workmanship furnished hereunder may be discovered by the Owner or their agent on Review and Re-inspection to be defective, the Contractor upon receipt of written notice from the Owner or their agent, shall promptly replace or remedy any defects to the Owner or agent's satisfaction and as described in the Specifications, without any cost to the Owner. This obligation shall survive termination of the contract.

The Contractor shall provide a 2-year Maintenance Bond in an amount equal to 10 percent of the total adjusted contract amount.

1.34 INSURANCE REQUIREMENTS

Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begin. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for their possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

- Item A - Workmen's Compensation and/or Employer Liability Insurance as required or specified by State Law.
- Item B - Contractor's Direct Bodily Injury Liability Insurance.
- Item C - Contractor's Direct Property Damage Liability Insurance.
- Item D - Contractor's Protective Bodily Injury Liability Insurance.
- Item E - Contractor's Protective Damage Liability Insurance.
- Item F - Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.
- Item G - Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.
- Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this Contract.
- Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this Contract.
- Item J - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such forms as each such utility company may require.

1.35 INSURANCE REQUIREMENTS

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H and I shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform, including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in an amount and form as each railroad or utility company may require.

The required extent and limits of the types of insurance required from the Contractor for this Contract, are as follows and as designated in the column marked "required".

Item	Each Person	For Each Accident	Occurrence	Required
A	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	YES
B	500,000	1,000,000	XXXXXXXXXXXXXX	YES
C	XXXXXXXXXXXXXX	1,000,000	1,000,000	YES
D	500,000	1,000,000	XXXXXXXXXXXXXX	YES
E	XXXXXXXXXXXXXX	1,000,000	1,000,000	YES
F	500,000	1,000,000	XXXXXXXXXXXXXX	YES
G	XXXXXXXXXXXXXX	1,000,000	1,000,000	YES
H	500,000	1,000,000	XXXXXXXXXXXXXX	YES
I	XXXXXXXXXXXXXX	1,000,000	1,000,000	YES
J	AS REQUIRED BY RAILROAD (if applicable)			

The following special hazards shall be included in the above stated insurance coverage.

- (a) Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage to:
- (b) All Bodily Injury Coverage (Items B, C, F and H) shall be broadened by the inclusion of the term "occurrence" in lieu of "caused by accident".
- (c) BUILDER'S RISK INSURANCE

The Contractor shall maintain insurance to protect himself and/or the Owner from loss incurred by fire, lightening, extended coverage hazards, vandalism, theft, explosion, and

malicious mischief in the full amount of the Contract, and such insurance shall cover all labor and material connected with the Work including materials delivered to the site but not yet installed.

1.36 TAX:

The Contractor shall pay sales, consumer, use, commercial activity, and similar taxes for the work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor acknowledges that the Owner is a political subdivision of the State of Ohio or tax exempt organization and is exempt from state sales, use, and commercial activity taxes. Upon written request, the Owner will provide the Contractor with any applicable certificates of exemption. .

1.37 BID EVALUATION CRITERIA

The Owner will consider the following factors when making a determination as to whether a bid is submitted by the lowest and best bidder in public improvement contracts:

1. Whether the bidder's work force is drawn mainly from area residents;
2. Experience and continuity of the bidder's work force;
3. Whether the bidder participates in an apprenticeship or training program, and the time length of the bidder's participation therein;
4. The bidder's financial condition;
5. The bidder's resources;
6. The number of years the bidder has been in the construction business;
7. Bidder's familiarity with the project;
8. Bidder's record on similar construction projects;
9. Bidder's conduct, past performance, and work on past City Contracts;
10. Bidder's compliance with completion deadlines;
11. Whether bidder generally experiences cost overruns, or change orders, and the reason for the overrun or change order;
12. Bidder's bonding record;
13. Bidder's compliance with unemployment and worker's compensation laws;

14. Bidder's compliance with federal and state prevailing wage laws;
15. Bidder's compliance with the Fair Labor Standards Act;
16. Bidder's compliance with fringe benefit contribution requirements, as applicable.

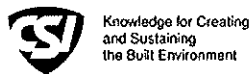
No single factor set forth above shall be controlling in determining whether a bid is or is not the best most responsible bid. The bidder must also satisfy any other conditions, certification requirements and other provisions as set forth in the project specifications and contract documents.

END OF SECTION

SECTION 00 41 43
BID FORM
2026 STREET IMPROVEMENT PROJECT
CITY OF STRUTHERS

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

This Bid shall be submitted to:

The City of Struthers
6 Elm Street
Struthers, OH 44471

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 prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

Bidder has reviewed each street and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

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.

Bidder has obtained and carefully studied (or accepts 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.

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 the other terms and conditions of the Bidding Documents.

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.

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.

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

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.

Bidder will submit written evidence of its authority to do business in the State of Ohio not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

Bidder further represents that:

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;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – UNIT PRICE CONTRACT SCOPE OF WORK

This Project's Bid includes the full-width or edge pavement planning, disposal of grindings (where directed), tack coat, and placement of surface course, as directed and in accordance with the specifications and Contract Documents.

The Contractor shall note the following: The cost for these items listed shall be included in the unit cost bid for Item 254, Pavement Planing and/or Item 441, Asphalt Surface Course. This following pertains to each street:

1. Asphalt in front of catch basins on any street angled at the curb line must also be planed prior to application of asphalt surface course.
2. Some or all of the listed streets of the Bid may have concrete pavement under the existing asphalt surface course. The Contractor shall not plane any of the concrete pavement if the existing asphalt is less than 1.5 inches.

3. Contractor shall take care to maintain a concrete approach to any storm inlet along any street. Contractor shall also provide a positive slope to existing curb inlets when installing asphalt.
4. Contractor shall also remove and replace any asphalt wedges in front of driveway approaches to allow for a smooth transition between the roadway and driveway. The cost to replace the wedges shall be included in the unit cost bid for Item 441 for any street.
5. Contractor must tar seam and apply seal at the center joints, all edges of the roadway and around utility appurtenances including, but not limited to, manhole covers, valve covers and catch basin grates. Any tar that is erroneously applied on top of any portion of the utility appurtenances must be removed and reapplied in the proper location at the expense of the Contractor.

ARTICLE 6 – AWARD OF BID

The Basis of Award shall be the total combined sum of the base bid and selected alternates, if any.

The City of Struthers may select any combination of Alternate Bid Items that will come within the allowed appropriation of funds.

The prospective bidders must submit a bid for each item stipulated. Failure to bid on all of the proposal items will be cause for rejection of the bid.

All labor and material provided as part of this contract shall be in accordance with the State of Ohio, Department of Transportation, Construction Material Specifications, 2023 or latest edition. There will be no price adjustments for the remaining items listed for this project for any street. The unit costs for all items for each street shall remain constant throughout the entire project. The conversion factor for all asphalt used on this project shall be 2.0 tons per cubic yard.

The Engineers Estimate for the base bid is \$393,958.00.

SECTION 00 41 43

BID FORM

2026 STREET IMPROVEMENT PROGRAM

BASE BID:

CREED STREET (POLAND AVENUE TO ARGONNE STREET)					
Item	Spec	Description	Est. Qty	Unit Price	Total Amount
1	254	Pavement Planing, Asphalt Concrete, As Per Plan	3,607 SY	\$ 2.00	\$ 7,214.00
2	407	Tack Coat	361 GAL	\$ 2.90	\$ 1,046.90
3	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	151 CY	\$ 280.00	\$ 42,280.00
4	614	Maintaining Traffic	1 LS	\$ 3,200.00	\$ 3,200.00
SUB TOTAL – CREED STREET				\$ 53,740.90	

LINCOLN STREET (9 TH STREET TO YOUNGSTOWN-POLAND ROAD)					
Item	Spec	Description	Est. Qty	Unit Price	Total Amount
5	254	Pavement Planing, Asphalt Concrete, As Per Plan	4,411 SY	\$ 2.00	\$ 8,822.00
6	407	Tack Coat	442 GAL	\$ 2.90	\$ 1,281.80
7	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	184 CY	\$ 280.00	\$ 51,520.00
8	614	Maintaining Traffic	1 LS	\$ 2,800.00	\$ 2,800.00
SUB TOTAL – LINCOLN STREET				\$ 64,423.80	

GRIMM HEIGHTS AVENUE (CENTER STREET TO DEAD END)					
Item	Spec	Description	Est. Qty	Unit Price	Total Amount
9	254	Pavement Planing, Asphalt Concrete, As Per Plan	5,910 SY	\$ 2.00	\$ 11,820.00
10	407	Tack Coat	591 GAL	\$ 2.90	\$ 1,713.90
11	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	247 CY	\$ 280.00	\$ 69,160.00
12	614	Maintaining Traffic	1 LS	\$ 3,500.00	\$ 3,500.00
13	611	Manhole Adjusted to Grade	2 EA	\$ 650.00	\$ 1,300.00
SUB TOTAL – GRIMM HEIGHTS AVENUE				\$ 87,493.90	

EVE DRIVE (GRIMM HEIGHTS AVENUE TO DEAD END)					
Item	Spec	Description	Est. Qty	Unit Price	Total Amount
14	254	Pavement Planing, Asphalt Concrete, As Per Plan	2,658 SY	\$ 2.00	\$ 5,316.00
15	407	Tack Coat	266 GAL	\$ 2.90	\$ 771.40
16	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	111 CY	\$ 280.00	\$ 31,080.00
17	614	Maintaining Traffic	1 LS	\$ 2,000.00	\$ 2,000.00
SUB TOTAL – EVE DRIVE				\$ 39,167.40	

MISC. REPAIRS, AS DIRECTED BY THE ENGINEER					
Item	Spec	Description	Est. Qty	Unit Price	Total Amount
18	251	Partial Depth Pavement Repair (441)	1,659 SY	\$ 21.00	\$ 34,839.00
19	611	Manhole Adjusted to Grade	4 EA	\$ 650.00	\$ 2,600.00
20	611	Catch Basin Adjusted to Grade	4 EA	\$ 650.00	\$ 2,600.00
21	638	Valve Box Adjusted to Grade	4 EA	\$ 200.00	\$ 800.00
SUB TOTAL – MISC. REPAIRS, AS DIRECTED BY THE ENGINEER				\$ 40,839.00	

Note: Misc. Repairs, As Directed by the Engineer quantities for the base bid are to be used at the discretion of the Engineer. Not all quantities may be utilized during construction.

ALLOWANCE, AS DIRECTED BY THE ENGINEER					
Item	Spec	Description	Est. Qty	Unit Price	Total Amount
22	SPEC	Allowance, As Directed by the Engineer	1 LS	\$20,000.00	\$20,000.00
SUB TOTAL – ALLOWANCE, AS DIRECTED BY THE ENGINEER				\$20,000.00	

BASE BID SUMMARY OF QUANTITIES

LOCATION	COST
Creed Street	\$ 53,740.90
Lincoln Street	\$ 64,423.80
Grimm Heights Avenue	\$ 87,493.90
Eve Drive	\$ 39,167.40
Misc. Repairs, As Directed by the Engineer	\$ 40,839.00
Allowance, As Directed by the Engineer	\$20,000.00
Total Base Bid	\$ 305,665.00

ARTICLE 7 – TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 45 calendar days following the issuance by the Owner of a Notice-To-Proceed. The Notice-To-Proceed will be issued within a reasonable amount of time following the Bid Opening.

ARTICLE 8 – ATTACHMENTS TO THIS BID

The following documents are included in this Project Manual and made a condition of this Bid:

- Required Bid Security

- Proposed Subcontractors Form

- Bidders Pre-Qualification Form

- Non-Collusion Affidavit

- OPWC Requirements —

- Certificate of Compliance for EEO Purposes

- Bidder's Affirmative Action Requirements

- Bidder's EEO Covenants

- Bidder's Certification

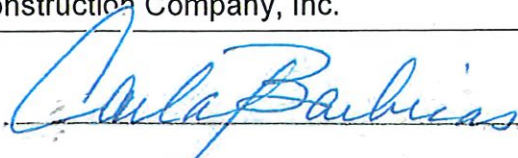
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Barbicas Construction Company, Inc.

By:

[Signature]



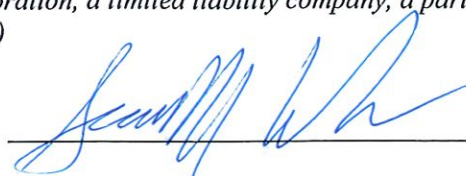
[Printed name]

Carla Barbicas

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Sean Woods

Title:

Estimator

Submittal Date:

08/17/2026

Address for giving notices:

124 Darrow Road, Suite 1

Akron, Ohio 44305

Telephone Number:

330-733-9101

Fax Number:

330-733-9051

Contact Name and e-mail address:

Carla Barbicas

estimating@barbicas.com

Bidder's License No.:

(where applicable)

END OF BID FORM

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BIDDER'S AFFIDAVIT

(This Affidavit is Part of the Proposal)

STATE OF Ohio

COUNTY OF Summit

Carla Barbicas

being duly sworn, deposes and says that he or she resides at _____
124 Darrow Road, Suite 1, Akron, Ohio 44305

that he or she is

President

TITLE

who signed the above Proposal or bid, that he or she was duly authorized to sign and that the bid is the true offer of the Bidder, that the seal attached, is the seal of the Bidder and that all the declarations and statements contained in the bid are true to the best of his or her knowledge and belief.

Carla Barbicas
AFFIANT

Subscribed and sworn to before me this 17 day of August
2026

Abbey Delong
NOTARY PUBLIC

County Summit

My Commission Expires January 30 2028



Abbey Delong
Notary Public, State of Ohio
My Commission Expires:
January 30, 2028

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SECTION 00 43 13

BID GUARANTY AND CONTRACT BOND
(As prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, as Principal, at

124 Darrow Rd. Akron, OH 44305 (Address)

and Travelers Casualty & Surety Company of America as Surety, are hereby held and firmly bound

unto the City of Struthers as Obligees in the penal sum of the dollar amount of the Bid submitted by

the Principal to the Obligees on (date) August 17, 2026 to undertake the Project known as:

Project Name: 2026 Street Improvement Project

Project No. _____

Contract: _____

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligees, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of dollars (\$_____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall 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;

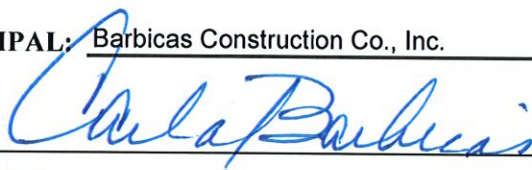
NOW, THEREFORE, if the Obligees accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligees the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligees may in good faith contract with the Bidder determined by the Obligees to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligees does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligees the difference not to exceed ten percent of the penal sum 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 Obligees accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Oblige against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work there under or the Contract Documents, including without limitation the Plans and Specifications, therefore, 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 in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 17th day of August, 2026.

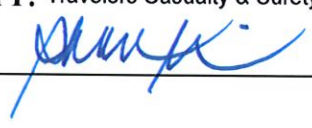
PRINCIPAL: Barbicas Construction Co., Inc.

By: 

Title: President

SURETY: Travelers Casualty & Surety Company of America

SURETY INFORMATION:

BY: 

Street: 6150 Oak Tree Blvd., #500

Sharon Brickman,
Attorney-in-Fact

Independence, OH 44131

City State Zip

800-468-4999

Telephone Number:

SURETY AGENT'S INFORMATION:

Agency Name: The Fedeli Group

Street: 5005 Rockside Rd., Suite 500

City, State, Zip: Independence, OH 44131

Telephone Number: 216-328-8080



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sharon Brickman** of **Ohio**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of August 2026



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Certificate of Compliance



Issued 03/03/2026

Effective 04/02/2026

Expires 04/01/2027

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

of Connecticut is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2025 that it has admitted assets in the amount of \$6,408,372,409, liabilities in the amount of \$4,037,482,608, and surplus of at least \$2,370,889,801.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,600,841,058	LOSSES	\$ 1,735,139,597
STOCKS	117,961,887	LOSS ADJUSTMENT EXPENSES	175,170,609
CASH AND INVESTED CASH	107,398,185	COMMISSIONS	65,061,380
OTHER INVESTED ASSETS	10,607,862	OTHER EXPENSES	72,968,024
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	12,318,369	TAXES, LICENSES AND FEES	15,442,211
INVESTMENT INCOME DUE AND ACCRUED	51,295,419	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,061,861
PREMIUM BALANCES	354,898,997	UNEARNED PREMIUMS	1,749,236,242
REINSURANCE RECOVERABLE	50,418,933	ADVANCE PREMIUM	4,095,228
NET DEFERRED TAX ASSET	85,064,699	POLICYHOLDER DIVIDENDS	31,470,690
UNDISTRIBUTED PAYMENTS	14,917,791	CEDED REINSURANCE NET PREMIUMS PAYABLE	44,765,710
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,299,856	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,640,946
OTHER ASSETS	349,353	REMITTANCES AND ITEMS NOT ALLOCATED	5,777,183
		PROVISION FOR REINSURANCE	12,100,593
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	90,391,293
		PAYABLE FOR SECURITIES LENDING	12,318,369
		OTHER ACCRUED EXPENSES AND LIABILITIES	842,673
		TOTAL LIABILITIES	\$ 4,037,482,608
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,930,606,041
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,370,889,801
TOTAL ASSETS	\$ 6,408,372,409	TOTAL LIABILITIES & SURPLUS	\$ 6,408,372,409

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

PETER GAMER, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - CORPORATE FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2025.

Peter Gamer
VICE PRESIDENT - CORPORATE FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2026

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



CERTIFIED CHECK

Certified Check Number _____ for _____ Dollars on

_____ Bank of _____ is

deposited herewith.

The condition of this deposit shall be such that if the Bid submitted herewith is accepted, the Bidder shall, within ten (10) working days after the award of the Contract to said Bidder, enter into a Contract in the form provided for in the Project Manual, then this deposit shall be returned to the said Bidder, otherwise it shall be forfeited to the Owner for liquidated damages for failure or neglect to enter into said Contract.

Make Certified Check payable to the Owner.

BIDDER NAME

BY _____

TITLE _____

(Cash will not be considered acceptable in lieu of Certified Checks)

Unless a Bid Guaranty Bond is submitted, attach Certified Check here.

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENT, that we

_____ as Principal and _____
(Name of Bidder) (Name of Surety)

under the Laws of the State of _____ and having its principal office at

(Complete Address of Surety Company)

are held firmly bound unto the Owner hereby jointly and severally and binding our heirs, successors, administrators, executors, legal representatives and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the above named Principal submits the herewith proposal for the construction of _____

_____ 2026 Street Improvement Project
(Project Name)

to the Owner in conformance with the Legal Notice and Information To Bidders; we, the above named Surety will meet all stipulations and will execute the Surety Bond as hereinafter, to the above named Principal in the event he should be awarded a contract and in the sum of one hundred percent (100%) of the total bid price for performing the work and guaranteeing its performance in conformity with the plans and specifications, to the Owner.

WITNESS our signature, this _____ day of _____, 2026.

(Contractor / Principal)

(Name of Surety Company)

(Signature & Title)

(Signature & Title)

PROPOSED SUBCONTRACTORS FORM

TYPE OF WORK

[illegible]

Proposed Subcontractors Form
00 43 46 - 1

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BIDDER'S PRE-QUALIFICATION FORM

<u>OWNER</u>	<u>PROJECT</u>	<u>CONTRACT</u> <u>AMOUNT</u>	<u>COMPLETION</u> <u>DATE</u>
--------------	----------------	----------------------------------	----------------------------------

[illegible]

61-20649-06 – 2026 Street Improvement Project
City of Struthers, Ohio

EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. Data provided for the last five (5) years.

Project Name: **Cleveland Metroparks - Big Creek-Lakefront Reservation Asphalt Pavement Imp (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$630,500.00 Bidder's Contract: \$630,500.00
% Complete: 100% Construction Project Year(s): 2025
Project Owner: Cleveland Metropolitan Park District (Cleveland Metroparks)
Contact Person: Beth Krakowski eak@clevelandmetroparks.com
Engineer: Cleveland Metropolitan Park District (Cleveland Metroparks)
Contact Person: Jim Rodstrum Phone: (440) 221-5272
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **ODOT 250293 D4 SP-FY2025 West Spot Patching and Pavement Repair (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$1,273,386.00 Bidder's Contract: \$1,273,386.00
% Complete: 100% Construction Project Year(s): 2025
Project Owner: Ohio Department of Transportation
Contact Person: John Roberts Phone (800) 603-1054
Engineer: ODOT District 4
Contact Person: Craig Rees craig.rees@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **ODOT 254019 SR44 Two Lane Resurfacing STA116529 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$2,507,740.05 Bidder's Contract: \$2,507,740.05
% Complete: 100% Construction Project Year(s): 2025
Project Owner: Ohio Department of Transportation
Contact Person: Joe Schrecengost Phone (330) 603-0393
Engineer: ODOT District 4
Contact Person: Gregory Essig Gregory.Essig@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **Green 2025 Resurfacing 25-H-01 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$646,007.25 Bidder's Contract: \$646,007.25
% Complete: 100% Construction Project Year(s): 2025
Project Owner: City of Green
Contact Person: Paul Ciocca P. E. pciocca@cityofgreen.org
Engineer: Accenture Engineering
Contact Person: Mike Bumley P. E. Phone (330) 907-6881
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **ODOT 801G25-2 Stark Parks Phase 2 PO 370255 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$227,636.00 Bidder's Contract: \$227,636.00
% Complete: 100% Construction Project Year(s): 2025
Project Owner: ODOT District 4
Contact Person: Sarah Buell sbuell@starkparks.com
Engineer: Environmental Design Group
Contact Person: William Meismer wmeismer@starkparks.com
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Madison & Perry Township 2025 Paving Program (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$912,390.80 Bidder's Contract: \$912,390.80
% Complete: 100% Construction Project Year(s): 2025
Project Owner: Madison Township & Perry Township - Lake County
Contact Person: Paul Cook Phone: (440) 474-2227
Engineer: Civil & Environmental Consultants, Inc.
Contact Person: Jeff Henfling jhenfling@cecinc.com
Bonding Company: ___ Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **Cleveland Metroparks - Seneca and Shawnee Hills Golf Course Asphalt Path Imp (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$1,026,518.00 Bidder's Contract: \$1,026,518.00
% Complete: 100% Construction Project Year(s): 2024
Project Owner: Cleveland Metropolitan Park District (Cleveland Metroparks)
Contact Person: Beth Krakowski eak@clevelandmetroparks.com
Engineer: Cleveland Metropolitan Park District (Cleveland Metroparks)
Contact Person: Jim Rodstrum Phone: (440) 221-5272
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Lake Township 2024 Paving Project (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$1,271,589.00 Bidder's Contract: \$1,271,589.00
% Complete: 100% Construction Project Year(s): 2024
Project Owner: Lake Township Trustees - Stark Co
Contact Person: Danny Kameroner Phone (330) 418-0499
Engineer: Lake Township – Stark Co
Contact Person: Danny Kameroner dkameroner@laketwpstarkco.com
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Lake Metroparks Farnpark Paving Improvements PO 240937 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$74,477.40 Bidder's Contract: \$74,477.40
% Complete: 100% Construction Project Year(s): 2024
Project Owner: Lake Metroparks Board of Park Commissioners
Contact Person: Seth Oldham soldham@lakemetroparks.com
Engineer: Lake Metroparks Board of Park Commissioners
Contact Person: Sam Wartluft Phone: (814) 386-0137
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **Brewster 2024 Paving Program (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$222,258.50 Bidder's Contract: \$222,258.50
% Complete: 100% Construction Project Year(s): 2024
Project Owner: Village of Brewster - Stark County
Contact Person: Mike Miller bxadmin@brewsterohio.com
Engineer: Village of Brewster - Stark County
Contact Person: Mike Miller Phone: (330) 767-3931
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Navarre 2024 Street Paving (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$197,678.00 Bidder's Contract: \$197,678.00
% Complete: 100% Construction Project Year(s): 2024
Project Owner: Village of Navarre - Stark County
Contact Person: Blake Dibell Administrator@navarreohio.net
Engineer: George A. Fiedler & Associates
Contact Person: Don Dummermuth gfiedler12@frontier.com
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Smith Township 2024 E Alliance Neighborhood Rd Resurfacing (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$220,705.70 Bidder's Contract: \$205,705.70
% Complete: 100% Construction Project Year(s): 2024
Project Owner: Smith Township - Mahoning County
Contact Person: Larry Barnett larrydigsdirt@yahoo.com
Engineer: Mahoning County Engineer
Contact Person: Don Dummermuth pginnetti@mahoningcountyoh.gov
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **ODOT 230266 CR10 Two Lane Resurface SUM115353 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$793,071.25 Bidder's Contract: \$793,071.25
% Complete: 100% Construction Project Year(s): 2023
Project Owner: Ohio Department of Transportation
Contact Person: Chris White Phone (330) 697-4082
Engineer: ODOT District 4
Contact Person: Chris White christopher.white@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **2023 Summit Co 441 (448) Resurfacing Program North (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$3,776,713.75 Bidder's Contract: \$3,776,713.75
% Complete: 100% Construction Project Year(s): 2023
Project Owner: Summit County Executive Offices
Contact Person: Sam Ross Phone (330) 643-8559
Engineer: Summit County Engineer
Contact Person: Sam Ross fbross@summitengineer.net
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Lake Township 2023 Paving Project (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$1,460,522.75 Bidder's Contract: \$1,460,522.75
% Complete: 100% Construction Project Year(s): 2023
Project Owner: Lake Township Trustees - Stark Co
Contact Person: Danny Kameroner Phone (330) 418-0499
Engineer: Lake Township – Stark Co
Contact Person: Danny Kameroner dkameroner@laketwpstarkco.com
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **ODOT 234009 Washington St Sidewalks HOL111413 (Public)**

Scope of Work: Sidewalk, Curb Ramp Replacement
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$258,042.60 Bidder's Contract: \$258,042.60
% Complete: 100% Construction Project Year(s): 2023
Project Owner: Ohio Department of Transportation
Contact Person: Michael Bair Phone (330) 365-6573
Engineer: ODOT District 11
Contact Person: Michael Bair michael.bair@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **ODOT 234004 SRTS-FY2022 Maple Heights Sidewalk CUY110909 (Public)**

Scope of Work: Sidewalk, Curb Ramp Replacement
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$235,745.50 Bidder's Contract: \$235,745.50
% Complete: 100% Construction Project Year(s): 2023
Project Owner: Ohio Department of Transportation
Contact Person: Erik Zippay Phone (216) 630-9724
Engineer: ODOT District 12
Contact Person: Erik Zippay erik.zippay@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Hudson Terex Rd Resurfacing PID 112743 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$659,588.00 Bidder's Contract: \$659,588.00
% Complete: 100% Construction Project Year(s): 2023
Project Owner: City of Hudson Engineering Department
Contact Person: Bradley Kosco Phone (330) 342-1773
Engineer: City of Hudson Engineering Department
Contact Person: Bradley Kosco bkosco@hudson.oh.us
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **2022 Summit Co 441 (448) Resurfacing Program North (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$3,127,228.54 Bidder's Contract: \$3,127,228.54
% Complete: 100% Construction Project Year(s): 2022
Project Owner: Summit County Executive Offices
Contact Person: Sam Ross Phone (330) 643-8559
Engineer: Summit County Engineer
Contact Person: Sam Ross fbross@summitengineer.net
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **2022 Summit Co 441 (448) Resurfacing Program South (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$1,726,992.25 Bidder's Contract: \$1,726,992.25
% Complete: 100% Construction Project Year(s): 2022
Project Owner: Summit County Executive Offices
Contact Person: Sam Ross Phone (330) 643-8559
Engineer: Summit County Engineer
Contact Person: Sam Ross fbross@summitengineer.net
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **North Canton CR567-1.50 Glenwood ST SW Repaving PID 116875 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$577,916.10 Bidder's Contract: \$577,916.10
% Complete: 100% Construction Project Year(s): 2022
Project Owner: City of North Canton
Contact Person: Robert Graham Phone (330) 499-8223
Engineer: City of N Canton Engineering rgraham@northcantonohio.gov
Contact Person: Robert Graham
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **Brimfield Township Cascades Resurfacing OPWC (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$272,045.00 Bidder's Contract: \$272,045.00
% Complete: 100% Construction Project Year(s): 2022
Project Owner: Brimfield Township Trustees – Portage County
Contact Person: Michael Collins Phone (330) 296-6411
Engineer: Portage County Engineer
Contact Person: Michael Collins mcollins@portageco.com
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **ODOT 220408 Gilchrist Rd Phase 1 SUM112745 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$699,102.10 Bidder's Contract: \$699,102.10
% Complete: 100% Construction Project Year(s): 2022
Project Owner: Ohio Department of Transportation
Contact Person: Tony Pamer Phone (330) 807-9537
Engineer: ODOT District 4
Contact Person: Tony Pamer Tony.Pamer@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **ODOT 220186 Munroe Falls Ave Two Ln Resurface SUM113169 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$344,258.11 Bidder's Contract: \$344,258.11
% Complete: 100% Construction Project Year(s): 2022
Project Owner: Ohio Department of Transportation
Contact Person: Tony Pamer Tony.Pamer@dot.ohio.gov
Engineer: ODOT District 4
Contact Person: Dominique Gallagher dom.gallagher@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **ODOT 210351 North River Rd Two Lane SUM107886 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$631,359.20 Bidder's Contract: \$631,359.20
% Complete: 100% Construction Project Year(s): 2021
Project Owner: Ohio Department of Transportation
Contact Person: Tony Pamer Tony.Pamer@dot.ohio.gov
Engineer: ODOT District 4
Contact Person: Dominique Gallagher dom.gallagher@dot.ohio.gov
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Meyers Lake 2021 Resurfacing & Drainage Improvements (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$163,906.40 Bidder's Contract: \$163,906.40
% Complete: 100% Construction Project Year(s): 2021
Project Owner: Village of Meyers Lake
Contact Person: Mayor Mike Labriola meyerslakevillagemayor@gmail.com
Engineer: Hammontree & Associates, LTD
Contact Person: Jacob Scotese jscotese@hammontree-engineers.com
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Austintown Twp Resurfacing and Improvements Project CDBG FY20 (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$82,165.00 Bidder's Contract: \$82,165.00
% Complete: 100% Construction Project Year(s): 2021
Project Owner: Mahoning County Commissioners
Contact Person: John Woolard jwoolard@mahoningcountyoh.gov
Engineer: Thomas Fok & Associates, Inc
Contact Person: John Woolard 330-740-2193
Bonding Company: Travelers Casualty and Surety Company of America

EXPERIENCE RECORD (CONT.)

Project Name: **2021 Summit Co 441 (448) Resurfacing Program South (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$1,713,336.91 Bidder's Contract: \$1,713,336.91
% Complete: 100% Construction Project Year(s): 2021
Project Owner: Summit County Executive Offices
Contact Person: Sam Ross Phone (330) 643-8559
Engineer: Summit County Engineer
Contact Person: Sam Ross fbross@summitengineer.net
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Norton 2021 Street Resurfacing Program (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$1,042,939.00 Bidder's Contract: \$1,042,939.00
% Complete: 100% Construction Project Year(s): 2021
Project Owner: City of Norton Ohio
Contact Person: Josh Slaga Phone (330) 572-3515
Engineer: GPD Group
Contact Person: Josh Slaga jslaga@gpdgroup.com
Bonding Company: Travelers Casualty and Surety Company of America

Project Name: **Westfield Bank 2021 Corporate Parking Lot Repairs (Public)**

Scope of Work: Asphalt Paving
Check: Prime Contractor (X) Subcontractor ()
Total Project Cost: \$104,960.00 Bidder's Contract: \$104,960.00
% Complete: 100% Construction Project Year(s): 2021
Project Owner: Westfield Bank FSB
Contact Person: Rick Robbs RichardRobbs@westfield-bank.com
Engineer: Tepley Architects, LLC
Contact Person: Jim Tepley jtepley@tepleyarchitects.com
Bonding Company: Travelers Casualty and Surety Company of America

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SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF: Ohio

COUNTY OF: Summit

Carla Barbicas

being first duly sworn, deposes and says that he is

President

TITLE

of Barbicas Construction Company, Inc

the party who made the foregoing proposal or bid; that such bid was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not in any manner, directly or indirectly seek by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the 2026 STREET IMPROVEMENT PROJECT or any person interested in the proposed contract; and that all statements contained in said Proposal or bid are true and further, that such bidder did not, directly or indirectly submit this bid, or the contents thereof, or divulge information, or data relative thereto any association or to any member or agent thereof.

Carla Barbicas
AFFIANT

Sworn to and subscribed before me this 17 day of August,

2026.

Abbey Delong
NOTARY PUBLIC
Summit

County _____

My Commission Expires: January 30 20 28.



Abbey Delong
Notary Public, State of Ohio
My Commission Expires:
January 30, 2028

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SECTION 00 45 40

OHIO PUBLIC WORKS COMMISSION REQUIREMENTS
(OPWC)

APPLICABLE TO:

CITY OF STRUTHERS

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OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 10/25)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Rev. Code §153.011, <https://codes.ohio.gov/ohio-revised-code/section-153.011>, apply to this project.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Ohio Rev. Code Chapter 4115 and the Prime Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Prime Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the Prime Contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering / logging in to the Prevailing Wage Portal maintained by the Ohio Department of Commerce at the following web address: <https://pwr.com.ohio.gov/>.

The Prime Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Prime Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Prime Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with Ohio Rev. Code § 4115.05, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Prime Contractor or subcontractor and the employee and kept in the Prime Contractor's or subcontractor's payroll files.

The Prime Contractor shall submit to the Prevailing Wage Coordinator, certified payrolls for Prime Contractor and all subcontractors on form WHPW-1512 or equivalent, in accordance with Ohio Rev. Code Sections 4115.07 and 4115.071(C), three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Prime Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with Ohio Rev. Code § 4115.07 stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in Ohio Rev. Code Chapter 4115 are strictly adhered to by all subcontractors.

The Prime Contractor and all subcontractors shall make all its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Prime Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Rev. Code § 9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Prime Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Prime Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Prime Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Rev. Code §153.03 and during the life of this project, the Prime Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Rev. Code §153.54, the Prime Contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

The Prime Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided Ohio Rev. Code sections 102.03 and 102.04.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of Ohio Rev. Code §153.59 regarding discrimination and intimidation on account of race, religion, sex, disability, national origin or ancestry are applicable to this project, and each contractor will be required to comply. Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

- (1) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in Ohio Rev. Code §4112.01, or color, shall

discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

- (2) No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in Ohio Rev. Code §4112.01, or color.

>>>The prime contract bidder hereby adopts the foregoing covenants? ☒ Yes ☐ No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

Carla Barbic 8/17/26
Signature of Authorized Officer Date

President
Title

NOTICE OF AWARD			
Date of Issuance:			
Owner:	City of Struthers, Ohio	Owner's Contract No.:	
Engineer:	ms consultants, inc.	Engineer's Project No.:	61-20649-06
Project:	2026 Street Improvement Project	Contract Name:	
Bidder:			
Bidder's Address:			

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [] [subject to unit prices]

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. [revise if multiple copies accompany the Notice of Award]

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Engineer [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you 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 fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner:	City of Struthers, Ohio
	Authorized Signature
By:	
Title:	

Copy: Owner

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SECTION 00 52 13

CONSTRUCTION CONTRACT

THIS AGREEMENT is made between the _____, Ohio, County of Mahoning, Ohio, herein called "Owner," and

herein called the "Contractor," as follows:

SECTION I

Description of Work

The Contractor shall perform the following described work, in accordance with the contract plans, bids, and specifications, herein called contract documents, for furnishing labor and materials regarding 2026 Street Improvement Project all within the City of Struthers.

SECTION II

Contract Sum or Agreed Payment to Contractor

The Owner agrees to pay the Contractor for the work described the total payment or contract sum of _____. Payment of this amount is subject to additions or deductions in accordance with terms of this agreement, and the other documents to which this contract is subject. Payment on the total contract sum or agreed total payment is to be made in one lump sum installment after completion of all work pursuant to the terms of this agreement and after the Owner is satisfied and approves all work.

SECTION III

Progress Payments

The Owner shall make progress payments on account of the contract sum to the Contractor, on the basis of applications for payment submitted to the Engineer by the Contractor as the work progresses, and on the Engineer's certificate therefore, in accordance with the terms of this agreement. Progress payments or the one lump sum payment may be withheld if:

- (a) Work is found defective and not remedied;
- (b) The Contractor does not make prompt and proper payments to the subcontractors;
- (c) The Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- (d) Another contractor is damaged by an act for which the Contractor is responsible;
- (e) Claims or liens are filed on the job; or

- (f) In the opinion of the Engineer or the Owner, the Contractor's work is not progressing satisfactorily.

Partial payments to the Contractor for labor performed shall be made at the rate of ninety-two percent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the contract is fifty percent completed shall be paid for at the rate of one hundred percent of the amounts submitted by the Contractor and approved by the Engineer.

Partial payments to the Contractor for material furnished under the Agreement shall be made at the rate of ninety-two percent of the invoice cost of material delivered on the jobsite, or a railroad station, siding, or other point in the vicinity of the work, or other approved storage site, provided such material has been inspected and found to meet the requirements of the Agreement. The balance of such invoiced value shall be paid when such material is incorporated into the project.

SECTION IV Certificate of Completion. Final Payment

When the Contractor has completed the work, he shall so notify the Owner and the Engineer/Owner in writing. Within ten (10) days after receipt of such notice, the Engineer/Owner shall inspect the work and, if the work is satisfactory, shall issue a final certificate stating that they have accepted the work as fully performed under the terms of the contract and that the final payment, consisting of the entire balance of the contract price, is due to the Contractor.

The Owner shall make the final payment within thirty (30) days after the issuance of such a certificate, subject to the condition that the final payment shall not be due until the Contractor had delivered to the Owner a complete release of all liens arising out of the contract herein, or receipts in full covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the Owner indemnifying the Owner against such liens.

The Owner by making final payment waives all claims except those rising out of:

- (a) Faulty work appearing after substantial completion has been granted;
- (b) Work that does not comply with the contract documents;
- (c) Outstanding claims of lien; or
- (d) Failure of the Contractor to comply with any special guarantees required by the contract documents.

The Contractor, by accepting final payment, waives all claims except those which the Contractor has previously made in writing, and which remain unsettled at the time of acceptance.

SECTION V
Starting and Completion Dates

Construction under this contract shall begin on or before _____, 20____, and shall be completed on or before _____, 20____.

If, due to misconduct or neglect, the Contractor fails to complete the contract on or before _____, 2026, the Contractor agrees that for each day the contract shall remain uncompleted after _____, 2026, the Owner may deduct the sum of Three Hundred Dollars (\$300.00) per diem from the contract price hereinafter specified. It is understood by the Contractor and the Owner that actual damages caused by the failure of the Contractor to complete this contract on time are impracticable or extremely difficult to evaluate and fix, and that the per diem deduction from the contract price shall be retained by the Owner as payment by the Contractor of liquidated damages, and not as a penalty, for such failure.

SECTION VI
Contract Documents

The contract documents on which the agreement between the Owner, Engineer, and Contractor is based, which contain the plans and specifications in accordance with which the work is to be done, and which provide for the method of payment of the contract sum are as follows:

- (a) This agreement, with supplementary agreements and conditions attached thereto;
- (b) The plans and specifications, with addenda attached thereto, issued before execution of this agreement, and any amendments hereafter to be made;
- (c) Written interpretations of the contract documents and directives to be made from time to time by the Engineer;
- (d) Work change orders issued, or to be issued; and
- (e) All Sections of this Project Manual, in their entirety. The Contractor, by executing the documents, represents that Contractor has inspected and is familiar with the work site and the local conditions under which the work is to be performed.

The contract documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment. The intent of the contract documents is to include all items necessary for the proper execution and completion of the work by the Contractor whether or not expressly shown or described therein.

SECTION VII
Designation of Engineer; Duties and Authority

The Engineer for this project is **ms consultants, inc.**, 333 East Federal Street, Youngstown, Ohio 44503. The duties and authority of the Engineer are designated as follows:

- (a) General Administration of Contract. The primary function of the Engineer is to provide the general administration of the contract. In performing these duties, as of the time of bidding, **ms consultants, inc.** is the Owner's representative during the entire period of construction for Struthers City. The Owner's representative shall only have such authority as is expressly authorized by the Owner's board and as is permitted under the laws of the State of Ohio.
- (b) Inspections, Opinions, and Progress Reports. The Engineer shall stay familiar with the progress and quality of the work by making periodic visits to the work site. **ms consultants, inc.** will make general determinations as to whether the work is proceeding in accordance with the contract. **ms consultants, inc.** will keep the Owner informed of such progress, and will use their best efforts to protect the Owner from defects and deficiencies in the work. **ms consultants, inc.** will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Contractor's failure to perform the work in accordance with the contract documents.
- (c) Access to Work Site for Inspections. The Engineer shall be given free access to the work at all times during its preparation and progress. However, **ms consultants, inc.** is not required to make exhaustive or continuous on-site inspections to perform their duties of checking and reporting on work progress.
- (d) Interpretation of Contract Documents; Decisions on Disputes. The Engineer will be the initial interpreter of the contract document requirements, and make primary decisions on claims and disputes between the Contractor and Owner.
- (e) Rejection and Stoppage of Work. The Engineer shall have authority to reject work which in their opinion does not conform to the contract documents, and in this connection to stop the work or a portion thereof, when necessary.
- (f) Progress Payment Certificates. The Engineer will determine the amounts owing to the Contractor as the work progresses, based on the Contractor's applications and their inspections and observations, and will issue certificates for progress payments and final payment in accordance with the terms, covenants, and conditions of this agreement.

SECTION VIII - Duties and Rights of Owners

The Owner shall give all instructions to the Contractor through the Engineer, shall furnish all necessary surveys for the work, and shall secure and pay for easements for permanent structures or permanent changes in existing structures or facilities on the work site, or which are necessary for its proper completion.

The Owner reserves the right to let other contracts in connection with the project. The Contractor shall cooperate with all other contractors to the effect that their work shall not be impeded by the construction, and shall give them access to the work site necessary to perform their contracts.

SECTION IX
Duties and Rights of Contractor

The Contractor's duties and rights in connection with the project herein are as follows:

- (a) Responsibility for Supervision of Construction. The Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. The Contractor shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.
- (b) Discipline and Employment. The Contractor shall maintain at all times strict discipline among Contractor's, employees, and Contractor agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- (c) Furnishing of Labor, Materials, Etc. The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.
- (d) Payment of Taxes; Procurement of Licenses and Permits. The Contractor shall pay all taxes required by law in connection with work on the project in accordance with this contract including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefor.
- (e) Compliance with Construction Laws and Regulations. The Contractor shall comply with all laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, Contractor shall notify the Engineer/Owner promptly on discovery of such variance.
- (f) Responsibility for Negligence of Employees and Subcontractors. The Contractor agrees to assume full responsibility for acts, negligence, or omissions of all contractors' employees on the project, for those of his subcontractors and their employees, and for those of all other persons doing work under a contract with Contractor herein.
- (g) Warranty. The Contractor represents and warrants to the Owner and the Engineer that all equipment and materials used in the work, and made a part of the road way, improvement, or structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties hereto that all equipment and materials not so in conformity are defective.
- (h) Engineer Samples and Shop Drawings. The Contractor agrees to furnish at the Engineer's direction all samples and shop drawings for his consideration and approval as to conformance with the specifications of the contract documents and the concepts of design called for therein.

- (I) Clean-up. The Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by contractor's work or that of his subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all his tools, equipment, machinery and surplus material. Contractor agrees, on terminating his work at the site, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and exterior as well as interior floors and walls.

- (j) Indemnity and Hold Harmless Agreement. To the fullest extent permitted by law the Contractor shall indemnify, defend and hold harmless the Owner and Engineer and employees of any of them from and against any and all claims (whether alleged or proven), demands, costs, losses and/or damages, including but not limited to all fees and charges of architects, attorneys and other professionals and all court, arbitration or other dispute resolution costs, arising out of or related to the work or any breach of Contractor's obligations under the agreement, including but not limited to the breach of any warranty provided in the contract documents.

- (k) Payment of Royalties and License Fees; Hold Harmless Agreement. The Contractor agrees to pay all royalties and license fees necessary for the work, and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save the Owner harmless therein.

- (I) Safety Precautions and Programs. The Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, Contractor shall take reasonable precautions for the safety of all work employees and other persons whom the work might effect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.

SECTION X

Time of Essence; Extension of Time

All times stated herein or in the contract documents are of the essence hereof.

SECTION XI

Subcontracts

The Contractor agrees to furnish the Engineer, prior to the execution of this contract, a list of names of subcontractors to whom he proposes to award the principal portions of the work to be subcontracted. A subcontractor, for the purposes of this contract, shall be a person with whom the Contractor has a direct contract for work at the project site. The Contractor agrees not to employ a subcontractor to whose employment the Engineer or Owner reasonably objects. All contracts between the Contractor and subcontractor shall conform to the provisions of the contract documents, and shall have incorporated in them the relevant provisions of this contract.

SECTION XII Dispute Resolution

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Agreement. Claims by the Contractor must be initiated by written notice to the Engineer with a copy sent to the Owner. The Contractor shall submit all Claims as soon as possible and not later than 21 days after occurrence of the event giving rise to such Claim. Contractor must provide a detailed breakdown showing the following information with its written notice of Claim (1) date the Claim is submitted, (2) detailed written description of the change in the work, (3) equipment, labor, subcontractor, material costs, and overhead and profit associated with the change in the work, (4) impact on the construction schedule and (5) impact on the date for Substantial Completion. Failure of the Contractor to timely submit a written notice of Claim as stated herein shall constitute an irrevocable waiver of the Contractor's right to seek an adjustment to the Contract Time or Contract Sum for any work that is the subject matter of the Claim.

All claims and disputes relating to this contract shall be subject to mediation as a condition precedent to litigation in a state court of competent jurisdiction in the county where the project is located.

SECTION XIII Insurance

- (a) Contractor's Liability Insurance. The Contractor agrees to keep in force at his own expense during the entire period of construction on the project such liability insurance as will protect him from claims, under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this contract, whether directly or indirectly by the Contractor, or directly or indirectly by the subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified in the contract documents or by law for that type of damage claim. Such insurance shall include contractual liability insurance applicable to the Contractor's obligations under this contract. Proof of such insurance shall be filed by the Contractor with the Owner within a reasonable time after the execution of this contract.
- (b) Owner's Liability Insurance. The Owner agrees to maintain in force his own liability insurance during the construction on this project, and reserves the right to purchase such additional insurance as in his opinion is necessary to protect him against claims arising out of the Contractor's operation, without diminishing Contractor's obligation to carry insurance specified herein on his part to be carried.
- (c) Property Damage Insurance on Work Site. The Contractor agrees to maintain at his expense during construction of the project property damage insurance on the work at the site to its full insurable value, including interest of the Owner, Contractor, and subcontractors, against fire, vandalism, and other perils ordinarily included in extended coverage. Losses under such insurance will be adjusted with and made payable to the Owner as trustee for the parties insured as their interest appear. The Contractor shall file a

copy of all such policies with the Owner within a reasonable time before construction begins herein.

- (d) Waiver of Work Site Property Damage Claims to Extent of Insurance Coverage. The Owner and Contractor hereby waive all claims against each other for fire damage or damages from other perils covered by insurance provided in subdivision of this paragraph. The Contractor agrees to obtain waivers of such claims by all subcontractors.

SECTION XIV Correcting Work

When it appears to the Owner or Engineer during the course of construction that any work does not conform to the provisions of the contract documents, the Contractor shall make necessary corrections so that such work will so conform to the contract documents, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in work supervised by it or by a subcontractor, appearing within one year from the date of substantial completion, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

SECTION XV Work Changes

The Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination. All changes will be authorized by a written change order signed by the Owner. The change order will include conforming changes in the contract and termination time.

Work shall be changed, and the contract price and termination time shall be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the Owner shall be determined by mutual agreement of the parties before starting the work involved in the change. The Contractor shall not proceed with any change in the work without a signed change order. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the contract sum or contract time for the related work.

The agreement on any change order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the change order, including but not limited to, all direct, indirect and cumulative costs associated with such change and any and all adjustments to the contract sum and the contract time.

SECTION XVI
Early Termination for Breach of Contract

- (a) Contractor's Termination. The Contractor may, on one week's written notice to the Owner and Engineer, terminate this contract before the termination date hereof when for a period of thirty (30) days after a progress payment is due, through no fault of the Contractor, the Engineer fails to issue a certificate of payment therefor, or the Owner fails to make the payment. On such termination the Contractor may recover from the Owner payment for all work completed and for any loss sustained by him for materials, equipment tools, or machinery to the extent of actual loss thereon plus loss of a reasonable profit, provided he can prove such loss and damages.
- (b) Owner's Termination. The Owner may, on one week's notice to the Contractor, terminate this contract before the termination date hereof, and without prejudice to any other remedy he may have, when the Contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provisions of the contract documents. On such termination the Owner may take possession of the work site and all materials, equipment, tools and machinery thereon, and finish the work in whatever way he deems expedient.

If the unpaid balance on the contract sum at the time of such termination exceeds the expense of finishing the work, the Owner will pay such excess to the Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of the termination the Contractor agrees to pay the difference to the Owner.

On such default by the Contractor, the Owner may elect not to terminate the contract, and in such event he may make good the deficiency in which the default consists, and deduct the costs from the progress payment then or to become due to the Contractor.

Should a court of competent jurisdiction determine any termination for default by the Owner to be without merit, then such termination shall automatically be deemed a termination for convenience.

SECTION XVII
No Delinquent Personal Property Taxes

Contractor hereby represents, warrants, and confirms to the Owner that Contractor was not charged and will not be charged throughout the duration of this agreement with any delinquent personal property taxes on the general tax list of personal property of any State or County. Contractor shall indemnify, save, and hold harmless the Owner regarding these representations and warranties.

In witness whereof, the parties have executed this agreement at

_____ on _____, 20__.

Contractor

Contractor Signature

City of Struthers
Owner

Owner Signature

SECTION 00 52 44

HOLD HARMLESS/AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

Firm Name: _____

Address: _____

as Principal, shall indemnify and save harmless the Owner from all suits and actions of every name and description brought against the said Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this _____ day of _____, 2026.

PRINCIPAL: _____

BY: _____

TITLE: _____

SIGNED IN PRESENCE OF: _____

ATTEST: _____

END OF SECTION

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SECTION 00 55 00
NOTICE TO PROCEED

Owner:	City of Struthers, Ohio	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	ms consultants, inc.	Engineer's Project No.:	61-20649-06
Project:	2026 Street Improvement Project	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [WEDNESDAY, 01/01/2020], 2020.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 45 consecutive calendar days, and the number of days to achieve readiness for final payment is 45 consecutive calendar days.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	
	Authorized Signature
By:	
Title:	
Date Issued:	

Copy: Engineer

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SECTION 00 61 19
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

as Contractor, and _____

as Surety are held and firmly bound unto _____ as Obligee 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.

WHEREAS, the Contractor entered into a contract dated _____

with the Obligee for the _____

in accordance with the Contract Drawings, Plan and Specifications of the Obligee.

WHEREAS, the Specifications pertaining to said work require that the same shall be free from all defects caused by inferior materials or the result of poor workmanship for the period of two (2) years from the date of acceptance of the whole work of this contract, in the amount of 10% of the total adjusted contract value.

NOW, THEREFORE, if the Principal shall in all things observe the guarantee described in the foregoing paragraph, and shall protect and indemnify said Obligee from an against any and all loss, costs, attorney's fees and expense of whatsoever kind and character which said Obligee shall sustain by reason for the failure of said Principal to faithfully observe the guarantee hereinbefore described that this obligation shall be void: otherwise the same shall be and remain in full force and effect.

MAINTENANCE BOND (CONTINUED)

Signed, Sealed and Dated this _____ day of _____, 20_____.

(Name of Contractor)

(Name of Surety)

(Address)

By: _____

(Officer of Surety)

Title: _____

(Witness)

ATTEST

(Officer of Surety)

(Address)

APPROVED AS TO FORM

BY _____

SECTION 00 62 17

TAX AFFIDAVIT #1
(OHIO REVISED CODE SECTION 5719.042)

STATE OF OHIO _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says as follows:
(Name of Affiant)

1. Affiant is _____ of _____
(Title of Affiant) (Name of Company)

the business entity that bid for: _____
(Name of Project)

2. That, at the time that the aforesaid bid was submitted, that date being _____
the said business was not charged with delinquent personal property taxes on the general tax
list of personal property of the County of _____, State of Ohio.

Date

Signature of Affiant

Name of Business

Business Address

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My commission expires _____, 20____.

(SEAL)

NOTE: BIDDER MUST COMPLETE EITHER TAX AFFIDAVIT #1 OR TAX AFFIDAVIT #2

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SECTION 00 62 18

TAX AFFIDAVIT #2
(OHIO REVISED CODE SECTION 5719.042)

STATE OF OHIO _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says as follows:
(Name of Affiant)

1. Affiant is _____ of _____
(Title of Affiant) (Name of Company)

the business entity that bid for: _____
(Name of Project)

2. That, at the time that the aforesaid bid was submitted, that date being _____
the said business was charged with delinquent personal property taxes on the general tax
list of personal property of the County of _____, State of Ohio in the amount of
\$ _____. Further, the said business entity is charged with interest and penalties
in the amount of \$ _____.

Date

Signature of Affiant

Name of Business

Business Address

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My commission expires _____, 20____.

(SEAL)

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SECTION 00 62 20

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

State of Ohio)
) SS:
County of Mahoning)

Notice is hereby given by the undersigned public authority ("Public Authority") of the commencement of a public improvement ("Project") as follows:

- (1) The Project is identified as:

Project Name: 2026 Street Improvement Project

Location: Various Streets within the City of Struthers, Ohio

Contract Number: _____

- (2) The Public Authority responsible for the Project is:

Public Authority: _____

Address: _____

- (3) All Principal Contractors on the Project and the trade of each are as follows:

Principal Contractors:

Trade:

Name

Address

Name

Address

- (4) The names and addresses of the sureties for all Principal Contractors as follows:

Principal Contractors

Surety

Name

Name

Address

Address

Name

Name

Address

Address

- (5) The name and address of the representative of the Public Authority upon whom service may be made for the purposes of serving an affidavit:

Name

Title

Address

* * * * *

Public Authority

By

Title

The signator of this Notice of Commencement of Public Improvement ("Notice") personally appeared before me on behalf of the Public Authority, a notary public in and for said county, and swore that all the information in the Notice is true as he/she is fully authorized by the Public Authority to give said notice.

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

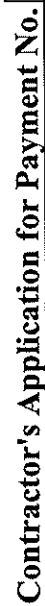
Notary Public

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SECTION 00 62 76

CONTRACTOR'S APPLICATION FOR PAYMENT
FORM

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**Application For Payment
Change Order Summary**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (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 the Work covered by prior Applications for Payment;
- (2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

The undersigned Contractor certifies, to the best of its knowledge, the following: (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 the Work covered by prior Applications for Payment; (2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)
is recommended by:	(Engineer) (Date)	
Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)		
is approved by:	(Owner) (Date)	
Approved by:	Funding or Financing Entity (if applicable) (Date)	

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SECTION 00 63 63

EJCDC C-941 - CHANGE ORDER FORM

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SECTION 00 63 63

Change Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: ms consultants, inc.

Engineer's Project No.: 61-20649-06

Project: 2026 Street Improvement Project

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of this Change Order, including but not limited to, all direct, indirect and cumulative costs associated with the change and any and all adjustments to the contract Price and Contract Time.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title _____	Title _____			
Date: _____	Date _____	Date _____			

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

SECTION 00 65 19

COMPLETION AFFIDAVIT

STATE OF OHIO)
) SS:
COUNTY OF MAHONING)

_____ being first duly sworn,
deposes and says that he is _____ (sole owner, a
partner, president, or secretary, etc.) of _____
the party that entered into a contract with the _____
on the _____ day of _____, 20_____, for the _____
_____ and that all claims and obligations for services,
labor, tools, appliances, materials, equipment and damages to personal property and/or bodily injury arising in
connection with this contract have been satisfactorily settled, and that the rate of wages paid has been in
compliance with Chapter 4115 of the Ohio Revised Code.

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20 _____

Notary Public: _____

My Commission Expires: _____

(SEAL)

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SECTION 00 73 46

WAGE RATES

Prevailing Wage Act

The State Prevailing Wage Act shall apply to this project. Contractors shall obtain prevailing wages from the following website: <https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates>

Contractors are responsible for compliance with the law, including the following specific requirements:

1. All workmen employed by this project shall be paid not less than the minimum wage rates which have been determined by the Secretary of Labor.
2. Each Contractor and Subcontractor shall keep an accurate record showing the name, craft and the actual hourly rate of wage paid to each workman employed by him in connection with this public work. This record shall be preserved for two years from the date of the project. This record shall be open to the inspection of the Owner, or representative thereof, and to the Secretary of Labor.
3. Contractors and subcontractors shall post the general prevailing minimum wages for each craft and classification involved, as determined by the Secretary of Labor and in a prominent and easily accessible place at the site of the work.
4. At the completion of the work and as a prerequisite for acceptance by the Owner, each Contractor and subcontractor shall file statements with the Owner of the names and amounts of unpaid wages.
5. Each Contractor and subcontractor shall file a statement each week under oath and in form satisfactory to the Secretary certifying that all workmen have been paid wages in strict conformity with the provisions, if any wages remain unpaid, to set forth the amount of wages due and owing to each workmen respectively.
6. Contractors and subcontractors shall make employees available for interviews by the Owner or representative thereof or to the Secretary of Labor on a reasonable basis. Interviews shall be limited to the employee's name, address, dates worked on the project, hourly rate, job classification, duties, tools and equipment utilized and comments regarding compliance with the labor standards.

END OF SECTION

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SECTION 32 10 10

PAVING SPECIFICATIONS

GENERAL NOTES:

The construction of these improvements shall be accomplished with a minimum of inconvenience to the abutting property owners and local traffic. Local traffic shall be maintained at all times, in accordance with the Manual of Uniform Traffic Control Devices, using existing or new pavement, and is the exclusive responsibility of the Contractor, and Contractor agrees to indemnify and save harmless the Owner for any negligence in this regard, which causes damage to any person or persons.

If, in the opinion of the Engineer/Owner, proper maintenance of traffic facilities and proper provisions for traffic control are not being provided by the Contractor, the Engineer/Owner may take the necessary steps to place them in proper condition, and the cost of such services will be deducted from any money which may be due or become due the Contractor.

Final and complete payment will be made to the Contractor upon receipt of all payroll reports and final project closeout documents and the proper execution of the conclusion affidavit.

The Contractor shall have a copy of the most recent State of Ohio, Department of Transportation, Construction and Material Specifications on the job at all times during construction. Copies of this edition can be obtained upon request of the:

State of Ohio
Department of Transportation
Office of Contract Sales
25 South Front Street
Columbus, Ohio 43215

The Owner has the authority to accept or reject the use of the Contractor or any sub-contractor.

The Owner reserves the right to delete any or all items of work. Such action shall in no way invalidate the contract.

NOTE: ALL BIDDERS TO SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR BID. NO AWARD WILL BE MADE, NOR A CONTRACT EXECUTED UNTIL THE FOLLOWING ITEMS HAVE BEEN SUBMITTED AND APPROVED.

1. ODOT Plant Approval.
2. Bituminous material producers certification.
3. Proposed ODOT approved mix design, including all code numbers. Use attached form, (Exhibit "A").
4. ODOT Pre-Qualification Certificate.
5. ODOT Level 2 Lab Approval.

EXHIBIT "A"

2026 Street Improvement Project

Project No.:

ODOT Item 4411.1 Mix design for mixes with Lakeside 8 Coarse aggregate
(Gravel)

taken from current ODOT mix designs.

ODOT MIX CODE NO. B260651 DESIGN TRAFFIC NORMAL
(7 digit code) (Normal/heavy)

PERCENT ASPHALT CEMENT 6.3 total / 5.41 virgin
AC PRODUCER SIS TERMINAL LOCATION Bayland, oh

4 1/2 COARSE AGGREGATE CODE 43020-01 TYPE NATURAL GRAVEL NO 8
PRODUCER LAKESIDE SAND & GRAVEL LOCATION MARTIN, OH

1 3/4 FINE AGGREGATE CODE 43073A-01 TYPE NATURAL SAND
PRODUCER MAR-TRAK MINERALS LOCATION Revere, oh
PERCENT AGGREGATE PASSING THE NUMBER 4 SIEVE 53%

For Owner/Engineer Use Only

Reviewed by: _____ Date: _____

Approved by: _____ Date: _____

END OF SECTION .

EXHIBIT "A"

2026 Street Improvement Project

Project No.:

ODOT Item 411.2 Mix design for mixes with M2315 / LANCASHIRE Coarse aggregate
(Gravel)

taken from current ODOT mix designs.

ODOT MIX CODE NO. 3260667 DESIGN TRAFFIC NORMAL
(7 digit code) (Normal/heavy)

PERCENT ASPHALT CEMENT 5.4 / 4.2 virgin
AC PRODUCER S&S LOCATION Rayland, OH

311 COARSE AGGREGATE CODE 42000A TYPE Natural Gravel max. 5.1

PRODUCER MAN-2 LOCATION Rayland, OH

25 FINE AGGREGATE CODE 42000A TYPE Natural Sand

PRODUCER MAN-2 LOCATION Rayland, OH

PERCENT AGGREGATE PASSING THE NUMBER 4 SIEVE 100%

For Owner/Engineer Use Only

Reviewed by: _____ Date: _____

Approved by: _____ Date: _____

END OF SECTION .