J51 P688
6-29-26

CARROLL COUNTY ENGINEER'S OFFICE
200 KENSINGTON RD NE
CARROLLTON, OHIO 44615

CARROLL COUNTY 2026 PAVEMENT MARKING PROJECT
T-1-2026

NOTICE: No work may commence on this project until receipt by the contractor of a formal notice to proceed from the Carroll County Commissioners Office.

BID OPENING:

CARROLL COUNTY ENGINEER'S OFFICE
200 KENSINGTON ROAD
CARROLLTON, OHIO 44615

DATE: **July 27, 2026**

TIME: **9:00 a.m.**

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CARROLL COUNTY, OHIO
2026 PAVEMENT MARKING PROJECT
T-1-2026

VARIOUS ROADS
COUNTY WIDE

I hereby approve the plans and specifications for the pavement markings on the roads listed above.

BOARD OF COMMISSIONERS OF CARROLL COUNTY

_____ Date: 6/29/26

_____ Date: 6/29/26

_____ Date: 6/29/26

I hereby approve these plans and specifications and declare that the making of this improvement will not require the closing to traffic of the highway and that traffic will be maintained as outlined in the plans and specifications.

_____ Date: 6/24/26

Brian J. Wise, P.E., P.S.
Carroll County Engineer

STATE OF OHIO
BRIAN J. WISE
#E-68508
REGISTERED
PROFESSIONAL ENGINEER

PROPOSAL

2026 PAVEMENT MARKING PROJECT T-1-2026

TO THE BOARD OF CARROLL COUNTY COMMISSIONERS:

The undersigned, having full knowledge of the facilities and specifications for the following improvement and the condition of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project according to the plans, specifications and completion date. I accept the unit prices specified below for each item as full compensation for the work in this proposal.

The unit prices specified in the UNIT PRICE BID column will govern the award of the contract. The Bidder shall make the calculations in the TOTAL AMOUNT BID column and also add up the total. However, the unit price specified, together with the approximate quantities, shall determine the total amount of the bid. If there is an error made in the TOTAL AMOUNT BID column by the bidder, the total shall be corrected, as only the unit prices shall govern.

2026 PAVEMENT MARKING PROJECT T-1-2026

Please Sign Proposal, Sheet 5.

PROPOSAL

CARROLL COUNTY

2026 PAVEMENT MARKING PROJECT, T-1-2026

REF NO.	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	614	Maintaining Traffic	1.00	LUMP		
2	624	Mobilization	1.00	LUMP		
3	643	Center Line	50.00	MILE		

TOTAL BID= **$**

Please Sign Proposal, Sheet 5.

TOTAL BID:_____

Each bid shall be accompanied by a Bid Guaranty in the form of (1) a certified check, cashier's check, or letter of credit equal to ten percent (10%) of the bid payable to the Carroll County Treasurer; or (2) a Bid Guaranty bond for the full amount of the bid; both forms of guaranties as provided in Chapter 153 of the Ohio Revised Code and in these Specifications.

Please note that the Summary of Document Requirements (page 17) supersedes all document requirements found in this bid package.

The total amount of the bid, based on the approximate quantities given above and the unit prices specified by the bidder, including the cost of performance bond and liability and property damage insurance premiums amounts to the sum of _____ _____ and ____/100 dollars ($_____).

Upon acceptance of this proposal for said work, _____ do hereby bind _____ this _____ day of _____, 20___, to enter into a written contract and bond with the Board of Commissioners of Carroll County within ten (10) days from the date of award.

Signed for:_____
(Firm Name)

By: _____

Title: _____

Witness: _____

Contact Information:

Contractor: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Federal ID#: _____
Telephone: _____
Fax: _____
Email: _____

Please Sign Proposal, This Sheet.

FORM OF NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____,

being first duly sworn, deposes and says that he/she is _____

(Sole owner, a partner, president, secretary, etc.) of _____

_____ the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought 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 of cost element of said bid price, or of that of any other bidder, or to secure any advantage against Carroll County, Ohio, or any other person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and, further that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
Affiant

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

_____
NOTARY PUBLIC in and for _____
County, State of _____

My Commission Expires:_____, 20___.

STATEMENT OF LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES *

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, says that he/she may be awarded a
(see note below)
contract by _____ after competitive bidding; and that at the
(name of taxing district)
time of the submission of said bid said affiant was charged with delinquent personal property taxes on the general tax list of personal property of Carroll County, Ohio and that the amount of such due and unpaid delinquent taxes is $_____ and that the amount of the due and unpaid penalties and interest is $_____.

_____
(see note below)

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

_____
Notary Public

NOTE: Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership the name of the partner signing for the partnership should appear together with the name of the partnership. Where corporation has submitted a bid, the name of the officer, his/her position and the name of the corporation should appear.

**** Complete either liability or non-liability form but not both.***

(This page may be photocopied but not retyped).

STATEMENT OF NON-LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES *

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, says that he/she may be awarded a
(see note below)
contract by the CARROLL COUNTY COMMISSIONERS after competitive bidding; and that at the time of the submission of said bid said affiant was not charged with any delinquent personal property tax on the general tax list of personal property of Carroll County.

_____
(see note below)

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

_____
Notary Public

NOTE: Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership the name of the partner signing for the partnership should appear together with the name of the partnership. Where corporation has submitted a bid, the name of the officer, his/her position and the name of the corporation should appear.

* ***Complete either liability or non-liability form but not both.***

(This page may be photocopied but not retyped).

(CC-Bid 13)

BIDDER'S PROFILE

***This form must be submitted with each bid in order for the bid to be deemed responsive.**

Bidder's Name _____

Bidder's Address _____

Project being bid _____

The Carroll County Board of Commissioners may consider certain factors when analyzing bids for the awarding of capital improvement projects. Pursuant to the law of the State of Ohio, the Board may determine that the lowest bid is not necessarily the best bid. Your sworn answers to these questions will provide the necessary information to be considered. No single factor will be controlling. The Board of Commissioners reserves the right to contact all firms and/or persons mentioned in the Bidder's Profile and to exercise its full discretion in determining the lowest and best bid.

1. List **public projects** currently in progress or completed in the past 3 years by your firm. (If there are more than 10, list the 10 largest.)

Owner (Entity)	Type of Project	Bid Price	Final Price	Contact Person	Phone Number

2. In the preceding 12 months, has your company completed all of its public contracts by the original completion date? Yes_____ No_____ If not, what was the project and explain?

_____

_____

3. Please complete the following work history for all projects in the preceding 12 months.

Project	Original Contract	Cost of Change Order or Overrun	Reasons for Change Order or Overrun

4. Has your company ever worked on a project for Carroll County before? Yes____ No_____
If yes, what was the project and when was it was performed?_____

5. Please complete the following equipment profile.

Make	Model	Size	Age	Quantity

6. If you do not have the necessary equipment for this project, how do you intend to obtain it?

_____

7. List the names of material suppliers and subcontractors used currently or recently on projects most similar to the one being bid. (List 3 of each)

Supplier	Address	Contact Person	Phone Number
Subcontractor	**Address**	**Contact Person**	**Phone Number**

8. How many years has this firm been in business under its present name?_____

9. If the firm has been in business under any other name(s), please list.

_____

10. Who is the owner of the firm?_____

11. Does the owner own any other construction business? Yes_____ No_____

12. Has ownership of this company changed in the past five years? Yes_____ No_____

13. Are you able to provide the appropriate surety bond? Yes_____ No_____

14. Is your firm currently in bankruptcy? Yes_____ No_____
Has this firm or any other firm owned by the same owner been in bankruptcy in the past 5 years? Yes_____ No_____
If yes, give a brief explanation. _____

_____

15. Has your company ever sued or been sued by a public entity over a public project?
Yes_____ No_____
If yes, give a brief explanation. _____

_____

16. In the past 5 years, have any performance bonds been activated against your company by owners/supervisors of projects? Yes_____ No_____
If yes, who activated the bond and when?_____

17. In the past 5 years, have you had to forfeit any contract? Yes_____ No_____
If yes, who was the contract with and when did it occur? _____

18. In the past 5 years, has your company been cited for violations of unemployment laws? Yes_____ No_____
If yes, explain. _____

19. In the past 5 years, has your company been cited for violations of works' compensation laws? Yes_____ No_____
If yes, explain._____

20. In the past 5 years, has your company been cited for violations of federal or state prevailing wage laws? Yes_____ No_____
If yes, explain._____

21. In the past 5 years, has your company been cited for violations of the Fair Labor Standards Act (FLSA)? Yes_____No_____
If yes, explain._____

22. In the past 5 years, has your company been cited for violations of Occupational Safety and Health Administration (OSHA) regulations? Yes_____ No_____
If yes, explain._____
(Were the OSHA violations resolved?) Yes_____ No_____

23. Please complete the following employee profile.

Trade	**Number of Employees**	**Avg. years w/experience**	**Avg. years w/this company**	**Apprenticeship program**

24. Have you or any of your employees participated in an apprenticeship program?
Yes_____ No_____
If yes, describe the program, including who participated in it, what program they participated in, and the length of their participation._____

25. Is your apprenticeship program certificate by the State or Department of Labor?
Yes_____ No_____

25. Are your company headquarters located in Carroll County? Yes_____ No_____
If yes, list address._____

26. How many of the employees employed by you currently are residents of Carroll County?_____

I hereby attest to the accuracy of the answers I have given in the preceding Bidder's Profile and further attest to the fact that I am in a position to know the correct answers to these questions or have ascertained the correct answers from others in my company.

_____
Signature and Title

_____
Print or Type the name signed above

COUNTY OF_____
STATE OF OHIO

Before me a notary public in and for said County and State appeared _____ _____, who has acknowledged that he/she signed the foregoing and that the same is his/her free act and deed this _____day of _____, 20____.

_____
Notary Public

My commission expires_____

USE OF DOMESTIC STEEL FOR STRUCTURAL PURPOSES

All structural steel used in projects bid out by this County shall be restricted to steel produced in the United States. Foreign-made steel will not be allowed in any such project for load bearing structural purposes including, but not limited to, the construction of buildings, bridges, or other structures, and for reinforcement in concrete.

Any structural steel used in any Carroll County construction project is limited to steel made in the United States and certification to that effect will be required from contractors in order to release final payment. Contractors must receive assurances in written form from suppliers that structural steel products being used in the county project were not made with foreign steel or imported. Please read the following form that is required in order to release final payment so as to avoid confusion about what documentation is required. Check the appropriate box, sign and notarize.

AFFIDAVIT

Name of Project _____

Dates Constructed ___/___/_____ - ___/___/_____

Name of Supplier(s) of structural steel: _____

☐ I hereby attest to the fact that this project did not require the use of structural steel.

☐ I hereby attest to the fact that all structural steel used for the above project was made from steel produced in the United States and further attest to the fact that I am in a position to know this information or ascertain this information from others. Attached hereto are copies of assurances, proofs, or certifications from my supplier(s) of structural steel used in this project. The use of the term 'structural steel' is as defined in the specifications upon which our bid was made and which is a part of our contract with the Carroll County Board of Commissioners.

Name of contractor: _____

Signature and Title: _____

Print or type the name signed above: _____

NOTARY CERTIFICATION County of _____, State of Ohio

Before me a notary public in and for said County and State personally appeared _____ who has acknowledged that he/she signed the foregoing and that the same is their free act and deed this _____day of, 20 ____.

Notary Public _____ My Commission Expires: _____

(THIS FORM MUST BE FILED WITH FINAL PAYMENT)

CARROLL COUNTY BIDDING NOTICE

INVITATION TO BID

2026 PAVEMENT MARKING PROJECT, T-1-2026

Sealed bids, in accordance with Carroll County's plans and specifications for the **2026 PAVEMENT MARKING PROJECT, T-1-2026,** in Carroll County, Ohio, will be received at the Offices of the Carroll County Engineer, 200 Kensington Road, Carrollton, Ohio 44615, until **9:00 a.m.** local time on **July 27, 2026**, at which time they will be publicly opened and read. Bids shall be submitted in a sealed envelope plainly marked:

BID - 2026 PAVEMENT MARKING PROJECT, T-1-2026

Specifications and other contract documents are on file for review at, and copies of same may be obtained from: Carroll County Engineer's Office, 200 Kensington Rd NE, Carrollton, Ohio 44615 (Phone 330-627-2345).

The Engineer's Estimate for this project is: $110,000.00

Construction Work shall be completed **120 Calendar Days** after date of Notice to Proceed.

Construction work shall be subject to the prevailing wage rates established by the Ohio Department of Industrial Relations.

Each bid shall be in conformity with the Ohio Revised Code and all bids and certificates shall be upon the forms furnished with the specifications.

Bids in excess of $30,000.00 shall be accompanied by a certified check made payable to the Board of Commissioners in the amount of not less than 10% of the bid amount, or a bond in the full amount of the bid that substantially complies with all applicable requirements of Section 153.54(B) ORC and 153.571 ORC. Any bid submitted contrary to these requirements may be rejected by the Board of Commissioners.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and the Governor's Executive Order 84-9 shall be required.

The Carroll County Commissioners reserve the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

Domestic steel use requirements as specified in section 153.011 of the Ohio Revised Code apply to this project. Copies of section 153.011 of the Ohio Revised Code can be obtained from any of the offices of the Department of Administrative Services.

A representative of the company should be present at the bid opening.

BY ORDER OF THE BOARD OF COMMISSIONERS OF CARROLL COUNTY

Melissa Schaar, Clerk

Published in The Free Press Standard July 10, 2026 and July 17, 2026
Posted June 29, 2026

SUMMARY OF DOCUMENT REQUIREMENTS

Please take note of the paperwork needed under all three categories.

BID SHALL CONTAIN

- A signed proposal, with the full name and title (if appropriate) of the person submitting the bid. If the signature is not legible, print the name under the signature of the person signing the proposal.
- A Bid Guaranty Bond (If issued by a surety company, they must be authorized to do business in Ohio.)
- In the case of corporations not chartered in Ohio, a proper certificate of the Secretary of State, certifying that such corporation is authorized to do business in Ohio.
- Non-collusion Affidavit
- Delinquent Taxes Affidavit
- Carroll County Bidder's Profile Form.
- Other items as specified by the Engineer/Architect or specification writer.

CONTRACT/AGREEMENT SHALL CONTAIN

- Signed Contract.
- Certified Corporate Resolution, or notarized statement of Partnership or as Sole Owner.
- Current Certificate of Compliance or Certificate of Authority.
- Certificate of Insurance with 30 days cancellation & original signature.
- Current Worker's Compensation Certificate.
- Initial Payroll Reporting Form.
- Letter of Intent Form.
- List of Subcontractors.

Forms for the contract/agreement will be provided with letter notifying selected bidder of award of bid. A copy of the original submitted bid package will be returned to the selected bidder.

COMPLETION OF PROJECT

- Compliance Affidavit – Contractor and subcontractor must submit this form upon completion of project.
- Other items as specified by the Engineer/Architect or specification writer.

INSTRUCTIONS TO BIDDERS

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(CC-Bid 13)

BID GUARANTY

Each Bid shall be accompanied by a bid guaranty in one of the following two forms:

BID GUARANTY - FORM 1

A bid guaranty bond for the full amount of the bid, including all additive alternates, conditioned to:

1. Provide that, if the bid is accepted, the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. If for any reason, other than as authorized by Sections 9.31 or 153.54(G), Ohio Revised Code, the bidder fails to enter into the contract, and the Carroll County Commissioners award the contract to the next lowest bidder, the bidder and the surety on his bond shall be liable to the County for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten (10) percent of the amount of the bond, whichever is less. If the Carroll County Commissioners do not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract and the surety on his bond shall, except as provided in Section 153.54(G), Ohio Revised Code, be liable to the County for a penal sum not to exceed ten (10) percent of the amount of 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.

2. Indemnify the County against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, material men, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, material man, or laborer having a just claim, as well as for the County.

The bond form shall be the County's Bid Guaranty Bond, and, recovery of any claimant there under shall be subject to Section 153.01 to 153.60, Ohio Revised Code, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The Bid Guaranty Bond Specifications provide the County's requirements for said Bond and its accompanying Power of Attorney form.

(This page may be photocopied, but not retyped)

BID GUARANTY - FORM 2

A bid guaranty of certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, equal to ten (10) percent of the bid, including all additive alternates.

Such letter of credit shall be revocable only at the option of the Carroll County Commissioners.

All such guaranties shall be made payable to the Carroll County Treasurer.

The bid guaranty shall be conditioned to provide that if the bid is accepted, the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material.

If for any reason, other than as authorized by Sections 9.31 or 153.54(G), Ohio Revised Code, the bidder fails to enter into the contract, and the Carroll County Commissioners award the contract to the next lowest bidder, the bidder shall be liable to the County for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten (10) percent of the amount of the bid, whichever is less. If the Carroll County Commissioners do not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract shall, except as provided in Section 153.54(G), Ohio Revised Code, be liable to the County for a penal sum not to exceed ten (10) percent of the amount of 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.

If the bidder enters into the contract, the bidder shall, at the time he enters onto the contract, file a performance bond for the amount of the contract to indemnify the County against all damage suffered by failure to perform the contract according to its specifications, and bills of material therefore and to pay all lawful claims of subcontractors, material men, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, material man, or laborer having a just claim, as well as for the County.

(This page may be photocopied, but not retyped)

The performance bond shall be in substantially the form of the County's (Sample) Performance Bond, and recovery of any claimant there under shall be subject to Sections 153.01 to 153.60, Ohio Revised Code, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The Performance Bond Specifications provide the County's requirements for said Bond and its accompanying Power of Attorney form.

The certified check, cashier's check, or letter of credit filed with bids will be returned to the successful bidder upon filing of the performance bond described above.

GUARANTIES PAYABLE TO/BENEFIT OF/ISSUED BY

All Form 2 bid guaranties shall be payable to the Carroll County Treasurer, shall be for the benefit of the County or any person having a right of action thereon, and shall be deposited with, and held by, the Carroll County Commissioners. All bid guaranty and performance bonds shall be issued by a surety company authorized to do business in Ohio.

RETURN OF BID GUARANTIES

All checks and letters of credit will be returned to unsuccessful bidders immediately after the contract is executed.

The check or letter of credit will be returned to the successful bidder upon his filing a satisfactory performance bond.

In the event of rejection of bids, all checks and letters of credit will be returned to bidders immediately.

Bid guaranty bonds will be returned to unsuccessful bidders upon request.

EXECUTION OF CONTRACT WITHIN 10 DAYS

Where the Carroll County Commissioners accept a bid but the bidder fails or refuses to enter into a proper contract in accordance with the bid, plans details, specifications, and bills of material within ten (10) days after receipt or notification of award, the bidder and the surety on any bond shall, except as provided in Section 153.54(G), Ohio Revised Code, be liable for the amount of the differences between his bid and that of the next lowest bidder, but not in excess of the liability specified in Section 153.54(B)(1) or 153.54(C), Ohio Revised Code.

(This page may be photocopied, but not retyped)

Entering into "a proper contract" means that within ten (10) days after receipt of the County's notification of award, the successful bidder shall file with the County the following documents exactly in the manner specified:

1. A signed Contract, with Certified Corporate Resolution or notarized statement of Partnership or as sole owner.

2. A performance bond for the full amount of the Contract, if the bid guaranty was a certified check or letter of credit.

3. A Certificate of Insurance.

4. A current Ohio Worker's Compensation Certificate.

5. An affidavit in conformance with ORC Section 5719.042 stating the bidder had no delinquent personal property taxes at the time of the bid. (Form to be supplied by County)

Upon failure to file the documents listed above, in the form and manner specified by the County, within said 10 days, the bidder and the surety on any bond shall be liable to the County in an amount not to exceed ten (10) percent of the bid, and the Carroll County Commissioners will award the contract to the next lowest bidder or re-advertise for same.

DEFINITIONS

The following may be used interchangeably in the specifications:
County/Carroll County/Carroll County Commissioners/Owner
Bid/Proposal
Project/Work

INVITATION TO BID

The Invitation to Bid is incorporated by reference in these Instructions.

RELATED LAWS, REGULATIONS

It is expected that bidders on County construction are familiar with applicable local, State and Federal laws, ordinances and regulations. Consequently, only special State or Federal agency regulations, if any, are included in the specifications.

(This page may be photocopied, but not retyped)

OHIO SALES TAX

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

PERMITS, FEES

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

SUBCONTRACTORS

Subcontractors at any tier are required to comply with the County's Insurance Specifications which, unless stated differently, are the same as those required of Prime Contractors.

TIME OF COMPLETION

Contractor shall complete the Project no later than **120 Calendar Days from the receipt of the County's Notice to Proceed**. In those few instances when the completion date is not specified but solicited in the proposal such date shall be confirmed in the executed Construction Contract.

LIQUIDATED DAMAGES

The County will suffer additional costs if the project is not substantially completed within the time specified. As a condition to the acceptance of the Contract, each Contractor and its surety shall be liable for and pay the County liquidated damages in the amount of **$400.00** for each day the Project remains in an unfinished condition beyond the Time for Completion set forth in these Instructions to Bidders. Such amount may be deducted by the County from any payment due or to become due to said Contractor. Nothing under this section shall prohibit the County from recovery of damages for delay under other provisions of the Contract documents.

Punch list items must be completed within 30 days after a substantial completion acceptance, signified by a written inspection report by the County's representative, to avoid imposing liquidated damages penalties.

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

(This page may be photocopied, but not retyped)

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

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

All such extensions of time shall be by fully executed Change Orders.

UNIT PRICES

When unit prices are requested, the following applies:

The unit prices specified in the UNIT PRICE BID column will govern the award of the contract. The Bidder shall make the calculations in the TOTAL AMOUNT BID column and also add up the total. However, the unit price specified, together with the approximate quantities, shall determine the total amount of the bid. If there is an error made in the TOTAL AMOUNT BID column by the bidder, the total shall be corrected, as only the unit prices shall govern.

ADDENDUM

Any interpretation, correction or change in the plans and specifications will be made by addendum. When an addendum is required the Architect/Engineer, or the County, will forward it to those who earlier obtained a complete set of specifications, by 1) certified mail, return receipt requested, or 2) by personal delivery, obtaining a signed receipt for same. No addendum will be issued to bidders having incomplete sets of specifications.

PROPOSAL FORM

The proposal form included in the Specifications shall be used by all bidders. All blanks on the form shall be stated in both words and figures, and in the event of any discrepancy between the two, the amount written in words shall govern. Any interlineations, alteration or erasure shall be initialed by the signer of the proposal.

(This page may be photocopied, but not retyped)

BID SHALL CONTAIN:

1. The signed proposal, with the full name of the person submitting the bid. (pg. 5)

2. The Bid Guaranty (pgs. 27-28)

3. In the case of corporations not chartered in Ohio, a proper certificate of the Secretary of State, certifying that such corporation is authorized to do business in Ohio.

4. Other items as specified by the COUNTY.
   a. Non-Collusion Affidavit (pg. 6)
   b. Personal Property Tax Certification (pg. 7 or 8)
   c. Bidder's Profile Form (pgs. 9 - 13)

5. Equal Employment Opportunity Compliance Documents
   a. Certificate of Compliance (to be attached by Bidder)
   b. Bidder's Affirmative Action Requirements (Appendix B)
   c. Bidder's Certification (Appendix B)

WITHDRAWAL OF BIDS:

Bids may be withdrawn at any time prior to the time for opening. No bids may be withdrawn for sixty (60) days after the opening.

LATE BIDS:

No bids, regardless of the circumstances, will be accepted if submitted after the advertised time of opening. Such bids will be returned unopened to the Bidder.

BID OPENING:

The bid opening shall be as provided in the Invitation to Bid. Usually, immediately after all bids are opened and read, the Engineer will prepare a detailed tabulation, evaluation and recommendation, after which the award will be made by the Commissioners.

AWARD OF CONTRACT:

Contracts will be awarded by Resolution of the Carroll County Commissioners within sixty (60) days of bid opening, or if necessary, rejected, or extended as provided by statute. All Bidders will receive a copy of such Resolution.

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(CC-Bid 13-G)

UNDERGROUND UTILITY FACILITIES (SECTION 153.64 ORC)

The prime Contractor, so identified in the Underground Utility Facilities section of the Specifications, shall at least two working days, excluding Saturdays, Sundays, and legal holidays, prior to commencing construction operations in the project area which may involve underground utility facilities, cause notice to be given to the Registered Underground Utility Protection Services ("Services") and the Owners of underground utility facilities shown on the plans and specifications who are not members of such Services, in writing, by telephone, or in person. Where notice is given in writing by certified mail, the return receipt, signed by any person to whom the notice is delivered, shall be conclusive proof of notice.

The Owner of the underground utility facility shall, within forty-eight (48) hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, stake, mark, or otherwise designate the location of the underground utility facilities in the construction area in such a manner as to indicate their course together with the approximate depth at which they were installed. The marking or locating shall be coordinated to stay approximately two days ahead of the planned construction.

The contractor shall alert immediately the occupants of nearby premises as to any emergency that he may create of discover at or near such premises. The Contractor shall report immediately to the Owner or operator of the underground facility any break or leak on its lines or any dent, gouge, groove, or other damage to such lines or to their coating of cathodic protection, made or discovered in the course of their excavation.

The Prime Contractor, so identified in the Specifications, regardless of his subcontractors at any tier, is solely responsible for complying with these requirements for underground utility facilities in the project area.

(This page may be photocopied, but not retyped)

BID GUARANTY BOND
(and Performance Bond)

KNOW ALL MEN BY THESE PRESENTS:
That we, the _____
(Name and address of Contractor)
as Principal, hereinafter called Principal, and _____
_____
(Name and full mailing address of Surety)
as Surety, hereinafter called Surety, are hereby held and firmly bound unto the Board of Commissioners, Carroll County, Carrollton, Ohio, as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on the _____ day of _____, 20_____ to undertake the Project known as _____
_____.
The penal sum referred to herein shall be the dollar amount of the principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. 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 Principal has submitted a bid for the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten (10) days after receipt of notification of award of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein;

(This Bond may be photocopied, but not retyped)

BID GUARANTY BOND - (Cont'd)

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and consenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims there under shall in no event exceed the penal amount of this obligation as herein stated.

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

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its Bond.

Signed this _____ day of _____ , 20___ .

PRINCIPAL: _____

By: _____
Title: _____

By: _____
Title: _____(1)

SURETY: _____

_____ By: _____
WITNESS OF ATTORNEY-IN-FACT Attorney-in-Fact

_____

_____
(Full mailing address)

(1) Signed by the same one or two Officials who will be signing the contract.
Facsimile signatures are not acceptable.

(This Bond may be photocopied, but not retyped)

(CC-Bid 13-J)

CARROLL COUNTY COMMISSIONERS

BID GUARANTY BOND SPECIFICATIONS

(An improperly executed Bond may result in a bid being rejected. Bidders should provide their Surety with these Specifications and the County's Bid Guaranty Bond form).

The Bid Guaranty Bond shall be for the full amount of the bid, including all additive alternates, or combined bids, and executed exactly in accordance with the following specifications:

Bond shall be issued by a surety company authorized to do business in Ohio.

The bond form shall be the County's Bid Guaranty Bond.

No time limit for the instituting of suit shall be added to the Bond form.

Identification of Project shall be listed on the Bond.

As Principal, the Bond shall be signed by the same one or two Officials authorized to sign the construction contract. (See Instructions for Signing Carroll County Contracts).

All signatures shall be original signatures. Facsimile signatures are not acceptable.

The Surety's Power of Attorney and authorization to do business in Ohio shall be attached to the Bond.

POWER OF ATTORNEY SPECIFICATIONS

The amount of the Bond, or a sum in excess of that amount, must appear on the Power of Attorney form, to show that this is the amount for which the Attorney-in-fact is authorized to sign the Bond... or it shall be assumed that the Attorney-in-Fact has unlimited such authority.

All signatures shall be executed in one of the following forms:

1. Power of attorney executed with original signatures;

2. A copy of the original power of attorney duly certified by proper corporate officers;

3. A duplicate power of attorney which is a reproduction of the entire original power of attorney produced photographically, chemically, or by other equivalent techniques that accurately reproduces the original.

NOTE: Blank unexecuted powers of attorney to which facsimile "rubber stamped" signatures have been affixed are not acceptable. All dates shall be completed as indicated.

(This page may be photocopied, but not retyped)

(CC-Bid 13-K)

CARROLL COUNTY COMMISSIONERS

INSTRUCTIONS FOR SIGNING CARROLL COUNTY CONTRACTS (OR AGREEMENTS)

A. If the Bidder is a Corporation, give the State of Incorporation by adding and completing the phrase: "a Corporation organized under the Laws of _____ and qualified to do business in the State of Ohio."

B. If the Bidder is a Partnership, give the names of the partners by adding and completing the phrase: "Co-partners trading and doing business under the firm name and style of....".

C. If the Bidder is an individual using a trade name, give the individual name by adding and completing the phrase: "an individual doing business under the firm name and style of....".

D. If the Bidder is a Joint Venture, the authorized representative of each entity must sign the Contract as appropriate under one or more of the foregoing paragraphs A, B, or C.

There shall be attached to the Construction Contract:

A. If the Bidder is a Corporation:

Certified Corporate Resolution, signed by the Secretary, naming the persons authorized to sign such contracts. (See Sample) Or, the Contract may be signed by two Officers of the Corporation.

B. If the Bidder is a Partnership:

A notarized statement that he is a General Partner of the Partnership and is authorized to sign for same. Or, all Partners shall sign the Contract, and a notarized statement attached by one of the Partners listing all the Partners.

C. If the Bidder is a sole Owner:

A notarized statement that he is a sole Owner and is authorized to sign for his Company.

D. In accordance with Section 5719.042 of the Ohio Revised Code:

If the Bidder has no delinquent Personal property taxes, a "Statement of Non-Liability for Personal Property Taxes".

NOTE: Performance of Bid Guaranty Bond shall be signed by the same one or more persons signing the Construction Contract.

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(CC-Bid 13-L)

SAMPLE

CORPORATE RESOLUTION

I, _____ Secretary of _____

_____

an _____corporation hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of _____ _____ on _____, 20___, to wit:

Resolved that the _____ , of this company, namely, _____ be and he hereby is authorized and directed to enter into any and all contracts, bid guaranty and performance bonds with the Board of Commissioners, Carroll County, Ohio for the purpose of furnishing labor and materials as to _____

_____

_____

at such price and upon such terms and conditions including any amendments or modifications thereto as said _____
in his sole discretion shall deem best, and that said actions shall be binding upon the Corporation.

Resolved, further that said _____ be, and he further is hereby authorized and directed to execute and deliver unto said Board of Commissioners other instruments which in his discretion he shall deem necessary to carry out the foregoing resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation at _____, _____ this _____ day of _____, 20__, and I further certify that said resolution is still in full force and effect.

_____
Secretary

SEAL

(CC-Bid 13-M)

CONSTRUCTION CONTRACT

BOARD OF COMMISSIONERS OF CARROLL COUNTY

With _____ Dated _____

PROJECT: 2026 PAVEMENT MARKING PROJECT, T-1-2026

This CONTRACT, made and entered into at Carrollton, Ohio on _____, 20____ by the BOARD OF COMMISSIONERS OF CARROLL COUNTY (hereinafter referred to as "COUNTY") and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH, the COUNTY and the CONTRACTOR hereby agree as follows:

1. CONTRACT DOCUMENTS

The Contract consists of this document, the Advertisement for Bids, the Performance Bond, the Contractor's Bid, the Drawings, the Specifications, all Addenda issued prior to execution of this Contract, and all Change Orders issued subsequent thereto; and when specified: Labor and Material Bond, Affirmative Action and Equal Employment Opportunity Requirements, Prevailing Wage Rate Requirements and Federal and/or State Regulations. In addition, except as modified by any of the above, the State of Ohio Department of Transportation Construction and Material Specifications (2023 Edition) and the Ohio Manual of Uniform Traffic Control Devices are incorporated herein by reference.

1.1. CONTRACT REGULATIONS

Terms and conditions of this Contract shall be governed by the provisions of Chapters 153 and 4115 and Section 149.53 of the Ohio Revised Code, and all applicable local, State and Federal Ordinances, Statutes and regulations.

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, handicap or color, including, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

All records, manuals, forms, drawings, schedules, lists, surveys, specification, designs and other data pertaining to the work specified in this Contract are and shall remain the sole property of the COUNTY.

The use of Subcontractors must be reported to and approved by the COUNTY and they shall be bound by all the same requirements as the CONTRACTOR.

All employees of the Contractor and any Subcontractors who are assigned to work on this project shall be paid the current Prevailing Wage Rates as issued by the Ohio Department of Industrial Compliance.

2. THE WORK

The CONTRACTOR shall perform and complete all the work of the Project required by the Contract Documents, supplying all the labor, materials, supervision, tools and equipment required by the Project and Contract Documents; shall proceed in a prompt and diligent manner, and shall do the several parts thereof at such times and in such order as the COUNTY may direct, and shall execute, construct, finish, and test when required, the Project in an expeditious, substantial and workmanlike manner to the satisfaction of the COUNTY, and to the final acceptance of the Project by the COUNTY.

3. ENGINEER

The Carroll County Engineer (hereinafter "ENGINEER") shall act as the County's representative in the administration, supervision and inspection of this contract. The ENGINEER shall have neither authority nor responsibility over the means, methods, techniques, sequences, or procedures of construction selected by the CONTRACTOR. However, the ENGINEER shall have authority to test materials, reject materials and to issue all stop orders or other orders necessary to compel CONTRACTOR to comply with the project plans and specifications.

4. TIME OF COMMENCEMENT AND COMPLETION

The CONTRACTOR shall commence work upon receipt of the COUNTY Notice to Proceed. The CONTRACTOR shall complete the work within **120 Calendar Days** after the receipt of notice to proceed. Time is of the essence to this agreement.

5. CONTRACT SUM

The COUNTY shall pay the CONTRACTOR for the performance of the Work, a sum not to exceed _____ Dollars ($_____), subject to additions and/or deductions by change orders properly approved and executed within the limitations of Section 5555.69 of the Ohio Revised Code.

6. PAYMENTS

Based upon Applications for Payment submitted to the CARROLL County Engineer, the COUNTY shall make payments on account of the Contract Sum to the CONTRACTOR as provided by chapter 153 of the Ohio Revised Code.

The CONTRACTOR shall submit The Application and Certification for Payment form provided by the ENGINEER when requesting payment.

7. NEGLECT, DEFAULT, DELAY, ETC.

The COUNTY shall not be liable to the CONTRACTOR for any neglect, default, delay or interference of or by another CONTRACTOR, nor shall any such neglect, default, delay or interference of or by any other CONTRACTOR, or alteration which may be required in said Work, release the CONTRACTOR from the obligation to finish the said Work within the time aforesaid, or from the damage to be paid in default thereof.

The CONTRACTOR shall pay the COUNTY **$1,000.00** for each and every calendar day of completion the Project is delayed beyond the date fixed for completion in Section 4 herein.

8. INSURANCE

The Insurance Specifications for Contractors and their subcontractors are attached as Exhibit "A", which Exhibit is incorporated herein by reference and made a part hereof the same as though rewritten herein in full.

9. FAILURE TO COMPLY

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, the COUNTY may avail itself of any or all remedies provided in that behalf in the Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

10. RESOLUTION OF DISPUTES

Whenever an issue is elevated to a dispute, the parties shall exhaust the Carroll County Dispute Resolution and Administration Claim Process, incorporated herein by reference, prior to filing an action in any court of competent jurisdiction. In the event of a dispute covering additional costs, claims and any other matter arising out of or relating to this Contract, or the breach thereof, such disputes shall be decided by submission to a court of competent jurisdiction within one (1) year of the date upon which the COUNTY accepts and approves the project for use. The CONTRACTOR hereby waives any right to rely upon the statute of limitations for actions on

contracts. Failure to bring an action within one year of the above date shall constitute a bar to such action. If, however, within ten (10) days of the specific event giving rise to the disputed matter, the CONTRACTOR gives the COUNTY, by written notice, a request to submit the matter to arbitration, the COUNTY and the CONTRACTOR may agree, within sixty (60) days of receipt of the above notice, to submit the matter to arbitration as set forth below.

If the parties agree, by written change order signed by the COUNTY and the CONTRACTOR, to submit such dispute to arbitration, all proceedings shall be according to Ohio Revised Code Chapter 2711., and, unless waived, the Ohio Rules of Civil Procedure and the Ohio Rules of Evidence.

The COUNTY and the CONTRACTOR shall each choose one arbitrator. The two arbitrators shall agree upon and choose a third arbitrator, who shall preside over the proceedings.

Compensation of the arbitrators shall be as agreed upon by the COUNTY, the CONTRACTOR and the arbitrators. Payment for the arbitrators shall be shared equally by the COUNTY and the CONTRACTOR. The CONTRACTOR shall deposit, as a precondition to commencement of the hearing, its equal share of the compensation of the arbitrators with the COUNTY to be placed in an account for that purpose, or with an escrow agent suitable to both parties.

The hearing or the arbitration shall commence within sixty (60) days of the agreement to arbitrate. If the hearing is not commenced with sixty (60) days of the agreement to arbitrate, said agreement shall be void and the dispute shall be resolved by submission to a court of competent jurisdiction as herein before specified.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

All questions with regard to the rights and authority of the arbitration panel shall be resolved pursuant to Chapter 2711 of the Ohio Revised Code.

11. IN FORCE AND EFFECT

Subject to the applicable provisions of law, this Contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is forwarded to the CONTRACTOR, but the CONTRACTOR shall not start work on the Project until written notification to proceed is received from the COUNTY.

12. TERMINATION OF CONTRACT BY THE OWNER FOR CAUSE

The owner may terminate the contract if the contractor:

1. persistently or repeatedly refuses to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. if at any time prior to the date of acceptance, the work to be done under this contract shall be abandoned or is not progressing by the Contractor ;
5. or if this contract or any part thereof shall be assigned or the work sublet by him without previous written consent of the County;
6. or in the opinion of the Architect, Engineer or Project Manager the performance of this contract is unnecessarily or unreasonable delayed ;
7. or if the work be not fully completed within the time named in this contract or such time may be extended in the manner herein provided;
8. or if the Contractor shall fail or refuse to remedy defective work or materials when so ordered as herein provided;
9. or otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner, upon certification by the Architect, Engineer, or Project Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven day's written notice, terminate employment of the Contractor.

When the Owner terminates the Contract for one of the reasons stated, the Contractor shall discontinue the work in whole or part as may be directed, whereupon the Surety may, at its option, assume the contract, and proceed to perform the same, and may with the written consent of the County, sublet the work or any portion of the work. The Surety, in such event, shall take the Contractor's place in all respects and shall be paid by the County, for all work performed by it in accordance with the terms of the contract.

In case the Surety does not, within the hereinbefore specified time of the two (2) weeks, exercise its right and option to assume this contract, to the extent forfeited, then the county shall have the right and power to complete by contract, or otherwise, as it may determine, the work in default, and may take possession of and use or cause to be used any materials, and may procure or cause to be procured other materials, machinery, equipment or tools for the completion of the work, and the cost and expense thereof shall be charged to the Contractor and/or the Surety.

All expenses, including those of re-letting, compensation for the Architect's, Engineer's, or Project Manager's services and expenses made necessary thereby, incurred at the instance of and charge under the foregoing clauses, or by virtue of this contract, shall be deducted from and paid by the County out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such expenses shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor or the Surety shall pay the full amount of such excess to the County. The Contractor shall not be entitled to damages for not being allowed to complete the work himself.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's, Engineer's, or Project Manger's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, Engineer or Project Manager upon application, and this obligation for payment shall survive termination of the Contract.

INDEMNIFICATION CLAUSE

The Contractor agrees to indemnify and save the County, its officials, officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person, firm, or corporation arising out of the errors, omissions or negligent acts of the Contractor in the performance of the terms of this contract by the Contractor, including but not limited to the Contractor's employees, agents, subcontractors, sub-subcontractors, and other designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this Contract.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR affix their signatures:

WITNESS:

_____

BOARD OF COMMISSIONERS OF CARROLL COUNTY:

_____
President

_____
Vice President

_____
Member

WITNESS:

_____

CONTRACTOR:_____
Name

BY:_____

_____
Title

Contractor to complete applicable paragraph below:

_____ A Corporation organized under the Laws of _____ and qualified to do business in the State of Ohio.

_____ Co-partners trading and doing business under the firm name and style of _____

_____ List names of all Partners _____
or Joint venture Participants _____
_____

_____ An individual doing business under the firm name and style of _____

APPROVED AS TO FORM:

_____
Carroll County Prosecuting Attorney

EXHIBIT "A" TO CONTRACT

BOARD OF COMMISSIONERS OF CARROLL COUNTY

INSURANCE SPECIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS AT ANY TIER

These Insurance Specifications are incorporated in and are a part of all Carroll County's Contracts for construction, and shall be attached as Exhibit "A" to all such Contracts. They may be photocopied, but not retyped.

The Contractor, all Subcontractors, and all Sub-Subcontractors (all hereinafter called the "Contractor") shall provide and maintain during the life of this Contract the following minimum insurance, limits, and conditions:

COMPREHENSIVE GENERAL LIABILITY

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

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

The minimum limits of liability shall be as follows, unless otherwise specifically required by special provisions in the specifications or this Contract:

Bodily Injury Liability	
Each Occurrence	1,000,000
Aggregate	2,000,000
Property Damage Liability	
Each Occurrence	1,000,000
Aggregate	2,000,000

(1) Special conditions will affect limits to be determined by the County.

EXHIBIT "A" TO CONTRACT (CONTINUED)

COMPREHENSIVE AUTOMOBILE LIABILITY

The Comprehensive Automobile Liability Coverage shall include Owned, Non-Owned and Hired Coverage.

The minimum limits of liability shall be as follows, unless otherwise specifically required by special provisions in the specifications or this Contract:

Bodily Injury Liability	
Each Person	1,000,000
Each Occurrence	2,000,000
Property Damage Liability	
Each Occurrence	1,000,000

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides the required Bodily Injury and Property Damage Liability coverage's will be acceptable.

WORKERS' COMPENSATION

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

NOTICE REQUIREMENT

All insurance policies and certificates shall include an endorsement providing thirty (30) days prior written notice to the County of cancellation, policy lapse, material change or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation, policy lapse, material change, or reduction, and shall not resume operations until new insurance is in force, and a new Certificate of Insurance is filed with and approved by the County, and he is again authorized to proceed. Such cessation of operations shall not excuse the Contractor's obligation to complete his work within the time specified in this contract.

EXHIBIT "A" TO CONTRACT (CONTINUED)

CERTIFICATES OF INSURANCE

The Contractor shall file a Certificate of Insurance for all coverages required in these Insurance Specifications on the ACORD 25 Form (preferred), and a copy of his current Worker's Compensation Certificate, with the County before starting work on the project, and shall keep such Certificates current and on file with the County for the life of this Contract. The County shall be named as an additional insured on the Contractor's policy.

NOTICE TO PROCEED

The Contractor shall not commence work under this contract until he has obtained all the insurance required herein, has submitted appropriate Certificates of Insurance to and received approval of the County as evidenced by a Notice to Proceed.

SUBCONTRACTORS

These Insurance Specifications apply equally to all subcontractors and sub-subcontractors at any tier during the period of their work on the project. The County shall be named as additional insured on the sub-contractor's policy.

The Prime Contractor shall be solely responsible for his subcontractor's liability if he permits the Subcontractor to work on the project without the Subcontractor having been issued a Notice to Proceed by the County.

Contractors are encouraged to review these Specifications with their Insurance Agent.

APPENDIX A

ESTIMATE OF COST

CARROLL COUNTY ENGINEER

BRIAN J. WISE, P.E., P.S.

ENGINEER'S OFFICE AND HIGHWAY DEPT.
200 KENSINGTON ROAD, N.E.
OFFICE 330-627-4110 FAX 330-627-3661
GARAGE 330-627-2345
CARROLLTON, OHIO 44615

TAX MAP DEPT.
COURTHOUSE
119 S. LISBON STREET
OFFICE 330-627-7010 FAX 330-627-7496

June 29, 2026

Board of Commissioners
of Carroll County
119 S. Lisbon Street, Suite 201
Carrollton, OH 44615

Re: 2026 PAVEMENT MARKING PROJECT, T-1-2026 – BID

Dear Board:

The Carroll County Engineer's Office recommends that the above project be improved by contract.

Attached is a copy of the bid specifications for your review and approval. A bid date as required by law has been set, and my office will take care of advertising.

Additional copies of the plans, specifications, and other information necessary to complete this work are on file in the Carroll County Engineer's Office. We also plan to inspect and supervise all construction.

Our total engineering estimate of probable construction cost for this project is $110,000.00. The funding for this project will come from the County Motor Vehicle Fund.

If you have any questions, please contact me at 330-627-4110.

Sincerely,

Brian J. Wise, P.E., P.S.
Carroll County Engineer

Enclosures

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS

- OHIO ADMINISTRATIVE CODE CHAPTER 123
- GOVERNOR'S EXECUTIVE ORDER OF 1972
- GOVERNOR'S EXECUTIVE ORDER 84-9

Document 00 72 13 - General Conditions (General Contracting Project)
State of Ohio Standard Requirements for Public Facility Construction

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ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES

1.1 Nondiscrimination

1.1.1 The Contractor shall comply with Applicable Law regarding equal employment opportunity, including ORC Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1.1.1.1 As required under ORC Section 153.59, the Contractor agrees to both of the following:

.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 section 4112.01 of the Revised Code, 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;" and

.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 section 4112.01 of the Revised Code, or color."

1.1.1.2 The Contractor shall cooperate fully with the State's Equal Opportunity Coordinator ("EOC"), with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.

1.1.1.3 In the event the Contractor fails to comply with these nondiscrimination clauses, the Contracting Authority shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC 153.60 for each person who is discriminated against or intimidated in violation of this **Section 1.1.1**.

1.1.1.4 The Contract may be terminated or suspended in whole or in part by the Contracting Authority and all money to become due hereunder may be forfeited in the event of a subsequent violation of this **Section 1.1.1**.

1.1.2 Hiring Under State Public Improvement Contracts.

1.1.2.1 Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in ORC Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and

journeyman's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.1.3 Affirmative Action.

1.1.3.1 The Contractor and Subcontractors shall comply with the State's Equal Employment Opportunity requirements described under OAC Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this **Section 1.1.3**.

1.1.3.2 The Contractor shall demonstrate its good-faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC.

1.1.3.3 By the tenth day of each month, the Contractor and Subcontractors shall submit to the EOC via the internet a completed Ohio Construction Contract Information Report - Input Form 29 (I-29) for the preceding month. The form shall be submitted through the Ohio Business Gateway: http://business.ohio.gov/efiling/.

APPENDIX C

PREVAILING WAGE RATES

CARROLL COUNTY ENGINEER

BRIAN J. WISE, P.E., P.S.

ENGINEER'S OFFICE AND HIGHWAY DEPT.
200 KENSINGTON ROAD, N.E.
OFFICE 330-627-4110 FAX 330-627-3661
GARAGE 330-627-2345
CARROLLTON, OHIO 44615

TAX MAP DEPT.
COURTHOUSE
119 S. LISBON STREET
OFFICE 330-627-7010 FAX 330-627-7496

Should you require any additional wage rates that are not included in the bid packet please go to the Ohio Department of Commerce website at:

https://com.ohio.gov/wps/portal/gov/com/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates

Janice Leggett
Wage Coordinator

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Laborer

Effective Date: 5/1/2026

Effective Date: 5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$38.77		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.87	$75.25
Group 2	$38.94		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.04	$75.51
Group 3	$39.27		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.37	$76.00
Group 4	$39.72		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.82	$76.68
Watch Person	$33.50		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$50.60	$67.35
Apprentice	BHR	Percent										
0-1000 hrs	$31.02	$80.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$48.12	$63.63
1001-2000 hrs	$32.95	$85.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$50.05	$66.53
2001-3000 hrs	$34.89	$90.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$51.99	$69.44
3001-4000 hrs	$36.83	$95.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.93	$72.34
More than 4000 hrs	$38.77	$100.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.87	$75.25

(*)Special Calculation Note :

Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate.

Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar ($1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeyman to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Watchmen have no Apprentices

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Operating Engineer

Effective Date: 5/1/2026

Effective Date: 5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	$47.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.74	$88.39
Operator Class B	$47.17		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.62	$88.20
Operator Class C	$46.13		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$63.58	$86.65
Operator Class D	$44.95		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$62.40	$84.88
Operator Class E	$39.49		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$56.94	$76.69
Master Mechanic	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Lift Director	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Crane and Mobile Concrete Pump 150' - 179'	$47.79		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.24	$89.14
Crane and Mobile Concrete Pump 180' - 249'	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Crane and Mobile Concrete Pump 250' and Ove	$48.54		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.99	$90.26
Apprentice	BHR	Percent										
1st Year	$23.64	$50.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$41.09	$52.91
2nd Year	$28.37	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$45.82	$60.00
3rd Year	$33.10	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$50.55	$67.10
4th Year	$37.83	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$55.28	$74.19
Field Mech Trainee	$	$	$	$	$	$	$	$	$	$	$	$
1st year	$28.37	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$45.72	$59.91
2nd year	$33.10	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$50.45	$67.00
3rd year	$37.83	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$55.18	$74.09
4th year	$42.56	$90.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$59.91	$81.19

(*)Special Calculation Note :

Other: Education & Safety Fund
Misc: National Training

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

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

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

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Truck Driver

Effective Date: 5/1/2026

Effective Date: 5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	$34.90		$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$55.75	$73.20
Apprentice	BHR	Percent										
First 6 months	$27.92	$80.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$48.77	$62.73
7-12 months	$29.67	$85.02	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$50.52	$65.36
13-18 months	$31.41	$90.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$52.26	$67.97
19-24 months	$33.16	$95.02	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$54.01	$70.59
25-30 months	$34.90	$100.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$55.75	$73.20

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Truck Driver

Effective Date: 5/1/2026

Effective Date: 5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	$35.91		$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$56.76	$74.72
Apprentice	BHR	Percent										
First 6 months	$28.72	$79.99	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$49.57	$63.93
7-12 months	$30.52	$85.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$51.37	$66.63
13-18 months	$32.32	$90.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$53.17	$69.33
19-24 months	$34.11	$95.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$54.96	$72.02
25-30 months	$35.91	$100.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$56.76	$74.72

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

PREVAILING WAGE THRESHOLD LEVELS
IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for Building Construction:	**$250,000**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for Building Construction:	**$75,000**

As of January 1, 2026:

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$101,201**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$30,320**

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

Certified Payroll Report

Report for: ☐ Check if Subcontractor[1)] Contract No: Payroll No:

Company:[1)] If Sub, GC/Prime Contractor Name:

Address: Project Name & Location: Week Ending:

City, State, Zip Public Authority (Owner):

Phone No: Sheet:[2)] of

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2.Work Class[3)]	3.Prevailing Wage Project Hours Worked - Day & Date								4.Total Hours	5.Base Rate	6.Project Gross	7. Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans						Weekly Payroll Amount			
													Fringe Rate Your Company Pays Per Hour						8.Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
													H&W	Pens	Vac	Hol	Other	Total				
		OT																				
		ST																				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title Signature Date

11/14 jc

[2)]Attach additional sheets as necessary. [3)]Type in continuous line, text will wrap.

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

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

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov

Certified Payroll Heading:

Employer name and address: Company's full name and address…Indicate if the company is a subcontractor.
Subcontractor: Check and list the name of the General Contractor or Prime.
Project: Name and location of the project, including county.
Contracting Public Authority: Name and address of the contracting public authority… (Owner of the project).
Week Ending: Month, day, and year for last day of reporting period.
Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.
Page indicator: number of pages included in the report.
Project Number: Determined by the public authority…If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

2. Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".

3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

4. Project Total Hours: Total the hours entered for pay period.

5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
   1) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
   2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
   3) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.

7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, ***calculate the hourly fringe credit by dividing the yearly employer contribution by*** the lesser of: hours actually worked in the year (these must be documented) or ***2080***. Fringe benefits include**: Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.

9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.

10. Self-explanatory.

11. Self-explanatory.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:	Job Number:
Contractor:	
Project Location:	
Jobsite posting of prevailing wage rates located:	

Prevailing Wage Coordinator	Employee
Name:	Name:
Street:	Street:
City:	City:
State / Zip:	State / Zip:
Phone:	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate

Hourly fringe benefits paid on your behalf by this company.

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		**TOTAL HOURLY FRINGES**	

Contractor's Signature:	Date:
Employee's Signature:	Date:

whpw1512

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Prevailing Wage Contractor Responsibilities



This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

Expand All Sections

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $250,000 for new construction or $75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or $27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration

Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

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

Intentional Violations

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

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

Responsibilities

Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
- Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
- Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
- Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
- Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
- Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
- Time cards, time sheets, daily work records, etc.
- Payroll ledger\journals and canceled checks\check register.

Fringe benefit records must include program, address, account number, & canceled checks.

Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

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

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

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

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

Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

Supply all subcontractors with the Prevailing Wage Rates and changes.

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

Employees' names, addresses, and social security numbers.

Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

Employees' work classification.

Be specific about the laborers and/or operators (Group)

For all apprentices, show level/year and percent of journeyman's rate

Hours worked on the project for each employee.

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

Hourly rate for each employee.

The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

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

When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

Gross amount earned on all projects during the pay period.

Total deductions from employee's wages.

Net amount paid.

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

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

Department of Commerce

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

_____
(Company Name)

for all hours worked on the

2026 PAVEMENT MARKING PROJECT - CARROLL COUNTY, OH
(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

_____ (Notary Public)

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

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9009
LAW1003
3/2019

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
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ATTACHMENT "A"

GENERAL NOTES & SPECIFICATIONS

(SEE ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS, 2023 ed.)

ATTACHMENT "B"

MAINTENANCE OF TRAFFIC

MAINTENANCE OF TRAFFIC

ITEM 614, MAINTAINING TRAFFIC –

MAINTAIN TRAFFIC PER ODOT STANDARD CONSTRUCTION DRAWING MT-99.20.

THIS ITEM SHALL CONSIST OF MAINTENANCE OF TRAFFIC ON EXISTING ROADWAYS IN ACCORDANCE WITH ITEM 614, THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (CURRENT EDITION, LATEST REVISION) AND THE SPECIFICATIONS.

ALL TRAFFIC CONTROL DEVICES NECESSARY TO MAINTAIN AND PROTECT TRAFFIC AND THE WORK SHALL BE FURNISHED, ERECTED, MAINTAINED AND REMOVED BY THE CONTRACTOR IN CONFORMANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

THE CONTRACTOR SHALL ALSO FURNISH AND MAINTAIN ALL FLAGGERS, WATCHERS AND INCIDENTALS RELATED THERETO.

ALL SIGNS REQUIRED TO BE INSTALLED BY THE CONTRACTOR SHALL BE ERECTED ON THEIR OWN POSTS. THE CONTRACTOR SHALL NOT USE ANY EXISTING SIGN POST TO MOUNT A TRAFFIC CONTROL SIGN.

SIGNS SHALL BE PLACED SO AS NOT TO INTERFERE WITH THE VISIBILITY OF ANY OTHER TRAFFIC CONTROL SIGNS OR INTERSECTING ROADS OR DRIVES.