

**RESOLUTION APPROVING A CONTRACT WITH KARVO COMPANIES INC. FOR RESURFACING WITH HOT MIX ASPHALT CONCRETE ON VARIOUS COUNTY ROADS 2023 FOR THE COUNTY HIGHWAY/ENGINEER DEPARTMENT, QUOTATION # 312**

WHEREAS, Tim Martin, Ashtabula County Engineer, has presented a Contract for the approval if the Board, to-wit:

**Scope of Contract:** Hot mix asphalt resurfacing project on various county roads for Ashtabula County Engineers, Highway Department

**Provider:** Karvo Companies Inc., 4524 Hudson Drive, Stow, Ohio 44224

**Cost:** **Not to Exceed: \$1,117,001.76**

**Term:** 1 year from date of execution

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract is approved in accordance with a copy of said contract now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-421**

**August 15, 2023**

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**Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.**

**VOTE:**

|                               |            |
|-------------------------------|------------|
| <b>Casey R. Kozlowski</b>     | <b>Aye</b> |
| <b>Kathryn L. Whittington</b> | <b>Aye</b> |
| <b>J.P. Ducro IV</b>          | <b>Aye</b> |

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**OFFICE OF THE COUNTY ENGINEER**

**PROPOSAL**

**TO THE BOARD OF COUNTY COMMISSIONERS COUNTY OF ASHTABULA**

**For:** Resurfacing Various County Roads 1.5" Hot Asphalt Concrete

**Bidder's Name** KARVO COMPANIES, INC.

**Street Address** 4524 HUDSON DR

**P.O. Box** \_\_\_\_\_

**City, State & zc** STOW, OH 44224

**Quotation No.** 312

**Location:** ASHTABULA

**Date of Letting:** 7-27-23

**Place of Letting:** Ashtabula County Engineer's Office  
186 East Satin Street  
Jefferson, Ohio 44047

**Completion Date:** October 27, 2023

**ENGINEER'S ESTIMATE** \$1,146,655.00

**Contractor's Total Cost & Expense \$** 1,117,001.76



# Mix Data Sheet

Date: 7/18/2023

JMF #

Producer: Kokosing Materials, Inc.

Mix Type: 441 Type 1 Surface

Plant: Plant #524 Ashtabula, OH - 01424-01

Mix Data Sheet # 3004-524

Designed For: COMMERCIAL

| Aggregate Source                    | Aggregate Size  | Mix Design % | AB 500% | Mix Data% |
|-------------------------------------|-----------------|--------------|---------|-----------|
| Carmeuse - Port Inland - 05106-01   | #8 Limestone    | 43.00        | 56.58   | 40.17     |
|                                     |                 |              | 0.00    | 0.00      |
| Carmeuse - Port Inland - 05106-01   | Limestone Sand  | 33.00        | 43.42   | 30.83     |
|                                     |                 |              | 0.00    | 0.00      |
|                                     |                 |              | 0.00    | 0.00      |
|                                     |                 |              | 0.00    | 0.00      |
|                                     |                 |              | 0.00    | 0.00      |
| RAP Source                          | Asphalt Content |              | 0.00    | 0.00      |
| Ashtabula Yard RAP                  | 5.0             | 24.00        |         |           |
| PG Blender Source                   | PG Grade        |              |         |           |
| KMI Terminal - Mansfield - 05703-01 | PG 64-22        | 5.00         |         |           |

Total Virgin AC 5.00  
 % RAP 24.00  
 % Total AC 6.20  
 % AC in RAP 5.00  
 100% Agg - Virgin AC  
 Virgin AC + Virgin Agg.

Conversion Factor: 1.992 Tons/CY  
 Compaction Type: Marshall - 50 Blows  
 100.00 %RAP 24.00  
 %AGG 95.00  
 %ADD 5.00  
 %Vir. AC 100.00  
 Total %

| JMF Gradation |        |
|---------------|--------|
| 2"            | 100.00 |
| 1 1/2"        | 100.00 |
| 1"            | 100.00 |
| 3/4"          | 100.00 |
| 1/2"          | 100.00 |
| 3/8"          | 92.00  |
| #4            | 56.00  |
| #8            | 39.00  |
| #16           | 25.00  |
| #30           | 17.00  |
| #50           | 10.00  |
| #100          | 6.00   |
| #200          | 3.80   |

| ODOT S1043 Calibration Data |  |
|-----------------------------|--|
| Calibration Number          |  |
| Date Calibrated             |  |
| Master Gauge Serial Number  |  |
| Background Count            |  |
| Sample Weight               |  |
| Fitness Coefficient         |  |
| A1                          |  |
| A2                          |  |
| A3                          |  |

F/A Ratio = 0.6      F/T Ratio = -1

## **BID DOCUMENTS**

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**LEGAL NOTICE  
NOTICE TO BIDDERS**

Sealed bids will be received by the Ashtabula County Engineer on behalf of the Board of County Commissioners at the County Engineer's Office, 186 East Satin St., Jefferson, Ohio 44047 until 10:00 A.M. on the 27th day of July 2023 at which time said bids will be opened and publicly read for 2023 asphalt paving of the following roads: Ashtabula-Austinburg Road (CH 19 Sec. A-E) 5.36 miles, Lenox-New Lyme Road (CH 21 N-P) 3.60 miles, Plymouth Ridge Road (CH 20 Sec. A) 1.31 miles at the Ashtabula County Engineer's Department in accordance with the specifications on file in the Engineer's Office on Quotation #312.

Any supplemental information desired by the Bidder may be obtained at the Ashtabula County Engineer's Office, 186 East Satin St., Jefferson, Ohio 44047 (440-576-3707).

Each bid shall contain the full name of each person or company submitting a bid and shall be accompanied by either:

- (1) A bond in accordance with division (B) of the ORC 153.54 for the full amount of the bid; or
- (2) a certified check, cashiers check. The amount of the certified check or cashiers check shall be equal to 10% of the bid, as security that if a bid is accepted delivery is assured.

Bidders are advised that HB 308 rules apply. Contractors or suppliers shall furnish MSDS sheets for any hazardous substance brought onto county property or a county job site.

Domestic steel use requirements as specified in Section 153.001 of the Ohio Revised Code apply to this project. Copies of Section 153.001 of the Ohio Revised Code can be obtained from any of the offices of the Ohio Department of Administrative Services.

The Notice to Bidders and/or the specifications may be obtained via the internet at [www.ashtabulacounty.us/bids](http://www.ashtabulacounty.us/bids)

Each bid must be in a sealed envelope and the outside thereof properly marked with the Quotation Number, Date and Time of the bid opening.

The Board of Commissioners reserves the right to waive any and all informalities and the right to reject any and all bids.

By order of the Board of Commissioners of Ashtabula County, Ohio: J.P. Ducro IV, Casey Kozlowski, and Kathryn Whittington.

Timothy T. Martin  
Ashtabula County Engineer

## **I. INSTRUCTIONS TO BIDDERS**

### **1. SUBMISSION OF BID**

Sealed Bids will be received at the County Engineer's Office, on or before the advertised Bid date and time, as extended, for all labor, materials, equipment, supervision, coordination and other things necessary for the full and complete performance of the project described by the accompanying Bid advertisement (herein referenced as the "Project").

Bids must be submitted in sealed envelopes marked with the Quotation Number. Bids shall be opened immediately upon expiration of the Bid submission time, with the names of bidders and their respective bid prices read publicly.

### **2. STANDARD SPECIFICATIONS & TERMS**

The Construction & Material Specifications of the State of Ohio, Department of Transportation (latest edition as of the date of advertisement), excluding only sections 102 and 103 titled "Bidding" and "Award", shall serve as standard specifications for any contract awarded hereunder. Said Construction & Material Specifications are referenced herein as the "Standard Specifications." Supplemental specifications, requirements, terms, conditions and covenants of these Instructions to Bidders and of the accompanying Bid Documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

- A. The terms "State", "State of Ohio", "Department" and "Department of Transportation" refer to the County, acting through its Board of County Commissioners. The County also may be referenced as the "County" or the "Owner" herein.
- B. The term "Director," "DCE" and "DDD" refers to the County Engineer.
- C. The term "Engineer" refers to the County Engineer, or to his duly authorized representative.
- D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the County Engineer, or by the County Engineer's duly authorized representative.

A numerical designation for an "item" referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering consultation business.

### **3. FORM OF BID**

Bids shall be submitted using the attached blank forms, designed for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Bid, and must be properly signed.

In each blank marked "unit price", bidders are required to provide a Bid price per referenced unit for the requested materials, labor or equipment, or referenced combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Bid informal, allowing its rejection at the County's discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each Bid.

The sum of the extended unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's Bid price for consideration of award of contract. If an error is made in the extension of unit prices, or in the addition of the extended unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The County reserves the right to eliminate, increase or decrease the actual quantity of any unit price item, or to non-perform any lump sum item.

### **4. BIDDER QUALIFICATIONS**

Bidders must be prequalified. Prequalification by the Ohio Department of Transportation, as described by ORC sections 5525.02-.09, for performance of Work of the same type, character and magnitude as described hereby, is acceptable.

### **5. EXAMINATION OF BID DOCUMENTS & SITE OF WORK**

Bidders must carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submission of a Bid is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities and conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site, borrow sites, hauling roads and all other locations related to the performance of the Work.

## **6. BID GUARANTEE**

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashiers check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571 (B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashiers check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid. Bids less than twenty-five thousand dollars (\$25,000.00) do not require a bid guarantee.

## **7. FACTORS FOR ACCEPTANCE OR REJECTION OF BIDS**

- A. Pursuant to ORC 307.90 (A), a contract shall be awarded to the lowest and best Bid.
- B. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
- C. The County reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The County has the right to postpone the decision to award a contract for up to sixty (60) days.
- D. No contract shall be awarded to any person, firm, or corporation that is in arrears or is in default to the County upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the County, or has failed to perform faithfully any previous contract with the County, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by the County from consideration for contract awards .
- E. R.C. §3517.13(I)(3) and R.C. § 3517.13(J)(3) require that no political subdivision shall enter into any contract for the purchase of goods or services costing more than ten thousand dollars with a corporation, individual, partnership, other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the revised code, estate or trust unless the contract includes a certification that the individuals named in R.C. §3517.13(I)(3) and R.C. § 3517.13(J)(3) are in compliance with the aforementioned provisions. The offeror is required to complete the (2) affidavits contained herein and submit same with their proposal/bid. **Failure to submit the required forms with the proposal/bid packet will deem the offeror's response to be non-responsive and disqualified from receiving further considerations.**

## **8. WITHDRAWAL OF BIDS**

A Bidder may request, in writing, to withdraw its Bid within five business days of the opening. Such requests will be reviewed by the County for approval as permitted by ORC 9.31 and 153.54 (G). If approved, collection of the bid guarantee or bond will be waived.

## **9. DOMESTIC USE REQUIREMENTS; LOAD BEARING STRUCTURAL STEEL**

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 Revised Code can be obtained from any of the offices of the State of Ohio Department of Administrative Services.

## **10. PREVAILING WAGE RATES**

All employees on the Work site shall be paid at the prevailing wage rate for the appropriate class of Work. The prevailing wage rates shall be determined in accordance with ORC Chapter 4115, except for employees who are covered by a collective bargaining agreement in existence prior to the date of contract, who shall be paid the rate of pay provided by such agreements. Schedules of applicable prevailing wage rates are attached to the Specifications. Bidders are cautioned to assure the completeness of said wage schedules, and to notify the County Engineer prior to the bid date of any omitted schedules.

## **11. OTHER COSTS & REQUIREMENTS**

Bids must include all costs of performing the Work and all costs of fulfilling the requirements of laws, rules and regulations pertaining thereto. The following is a partial list of ancillary contract costs and requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs and fulfillment of all requirements, though this list does not recite all such costs and requirements.

- A. Bids must include the cost of all required bonds (performance and maintenance).
- B. Bids must include the cost to procure all permits and licenses, to pay all charges, fees and taxes, and to provide all notices necessary and incidental to the due and lawful prosecution of the Work.
- C. Bids must include the cost of insurance coverage of the type and at least in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid provisions.
- D. The County is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes.
- E. "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to ORC section 5719.042, before an award can be made.
- F. Pursuant to ORC 3517.13(I)(3) & (J)(3), Bidders must complete the attached Contributions Limitations Certification.

**II. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**1. BIDDER PREFERENCES**

N/A

**2. ADDITIONAL BIDDER QUALIFICATION REQUIREMENTS**

**3. OTHER SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

N/A

### **III. SUPPLEMENTAL CONTRACT PROVISIONS**

#### **1. AWARD REQUIREMENTS OF SUCCESSFUL BIDDER / CONTRACTOR**

The following is a partial list of award of contract requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs of such requirements, though this list does not recite all such costs and requirements.

- A. The successful Bidder/Contractor must provide a one hundred percent (100%) Performance Bond based on the contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57 (A). A Maintenance Bond in the amount of ten percent (10%) of the final contract amount, extending coverage for one (1) year beyond the acceptance date of the completed Project, must be provided by the Contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects, deficiencies or omissions in the Project Work.
- B. The Contractor must provide evidence of all insurance coverage requirements of section 107.12 of the Standard Specifications.
- C. The Contractor agrees to provide the County with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Prevailing Wage law.
- D. The Contractor agrees to provide the County with a contact person, a telephone number, a mailing address and, if available, an electronic mail address for purposes of giving notice to the Contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the Contractor agrees that the use of that method by the County satisfies any notice requirements of any change in prevailing wage rates. Upon commencement of contract work, the Contractor and its subcontractors subject to the contract's prevailing wage requirements must provide the prevailing wage coordinator with a schedule of wages, with certified copies of payroll being required throughout work on the Project.
- E. The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the Engineer of such changes. The Contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.
- F. The Contractor must furnish the County with a completed IRS form W-9, "Request for Taxpayer Identification Number & Certification." The Internal Revenue Code requires the County to file an information return each January 31<sup>st</sup> on all payments made the previous year of \$600.00 or more. As required by Section 3406 of the Internal Revenue

Code (26 U.S.C. 3406), the County shall withhold federal taxes at a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

## **2. OTHER CONTRACTOR DUTIES**

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

- A. When determined necessary by the Engineer, the Contractor shall provide a field office, suitably located and of ample size and accommodations, from which the Engineer's inspections, as well as the Contractor's Work, may be carried out. The Contractor must keep a full set of Plans and Specifications available at the field office.
- B. The Contractor must furnish, without extra compensation therefore, such assistance as the Engineer, or his assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of the Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials as the Engineer may deem necessary, to secure the proper fulfillment of the provisions and requirements of the Specifications.
- C. The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments set or used by the Engineer, and shall be responsible for securing therefrom the proper lines, grades and levels for the structures to be built.
- D. The Contractor must place or construct, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the Work site. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor must provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.
- E. The Contractor is reminded of its duty to notify the registered underground utility protection service and owners of underground utility facilities at least two working days in advance of commencement of construction operations that may involve such facilities, to allow surface marking of facility locations.

## **3. DISCRIMINATION PROHIBITED**

The Contractor understands and agrees that, in the hiring of employees for the performance of work under the contract or any subordinate contract thereunder, the Contractor, its subcontractors and persons acting on behalf of the same shall not discriminate in the hiring or retention of

subordinate contractors or employees "by" or "for" reason of race, creed, sex, disability (as defined by ORC 4112.01) or color; nor shall said parties discriminate against any citizen of the State of Ohio in the employment of labor or workers who otherwise qualify and who are available to perform the work to which the contract relates.

Further, the Contractor and its subcontractors and persons acting on behalf of the same shall not discriminate against or intimidate any employee hired for performance of the Work under the contract on account of race, creed, sex, disability (as defined by ORC 4112.01) or color.

In addition, the Contractor agrees, as a prerequisite of award, to complete the attached "Equal Employment Opportunity Compliance Certificate," and to fulfill all requirements thereof.

#### **4. INSPECTION**

The Engineer, assistants and agents, shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor as well as upon the site of all sources from which materials are being obtained for the contract. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing purposes. Subcontractors and suppliers shall have similar obligations imposed by subordinate contracts. The Contractor shall furnish the Engineer with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Engineer may require to assure that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Engineer, assistants and inspectors, is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Engineer.

Upon being attached to, or incorporated in the Work, or affixed in or to the soil, all materials shall become the property of the County. Thereafter the Contractor shall have no right of property therein, unless they are afterward rejected by the Engineer. The Contractor bears risk of loss of and damage to the Work until completion and final acceptance of the Work.

The Contractor shall schedule inspection 24 hours in advance of the performance of the respective Work. At the pre-construction meeting, the Engineer shall provide the Contractor with phone numbers and names of a contact person and of the Engineer's inspectors. The Contractor shall inform the Engineer of his Work schedule and the hours that Work will be performed. The Engineer shall approve the Contractor's schedule and hours of operation before the Contractor may begin Work.

When Work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Engineer's inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Engineer's inspector as stated above or if the notice is within two (2) hours of the scheduled inspection and is insufficient to cancel attendance by the Engineer's inspector, the Contractor will be charged for two (2) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

## **5. CHANGES IN QUANTITY OF WORK**

The quantities of Work, as given in the Estimated Quantities, are approximations only. The County Engineer shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either before or after the commencement of construction.

If such change involves the reduction or omission of any material or Work called for by the original Plans or Specifications, there shall be no right with the Contractor for any claims for losses or damages, or for loss of profit, growing out of such omission. If any such change involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no way relieve the Contractor of or affect any of the obligations hereunder. In like manner the County may, without affecting the contract, require the Contractor to furnish materials or to do Work for which no price is given as provided by the Standard Specifications.

If such changes result in increased or diminished expense of Work items, the prices of which are fixed in the contract, the County shall determine an equitable adjustment of such prices, which shall be final and binding on the parties hereto, subject to dispute resolution.

## **6. NO WAIVER OF RIGHTS**

No act of the County, or its assistants or inspectors, shall operate as a waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to other remedies herein provided. The mention of any specific liability or duty of the Contractor, in any

part of the Specifications or contract, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said Specifications and contract. Should any part of the Work be sublet by the Contractor, such action shall in no way release the Contractor from liability or obligation hereunder. The Contractor shall be liable for the acts, omissions and negligence of any subcontractor, and shall be responsible therefore as though no subcontract existed.

## **7. DAMAGES FOR LATE COMPLETION; EXTENSIONS OF TIME**

Time is of the essence to this contract. The rate of progress shall be such as to complete the Project Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompleteness prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit liquidated damages in the amount set forth by section 108.07 of the Standard Specifications.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

## **8. NIGHT & SUNDAY WORK**

No Work requiring the presence of the Engineer's inspectors will be permitted at night or on Sunday, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Engineer. This clause shall not prohibit the performance of Work by workmen organized for the regular continuous night work and working on only such Work as the Engineer believes may be performed satisfactorily at night.

## **9. OTHER SUPPLEMENTAL CONTRACT PROVISIONS**

N / A

## **IV. SCOPE OF WORK**

### **1. GENERALLY**

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the County as hereinafter specified.

All Work shall be of the best quality throughout. Unless otherwise provided herein, all materials shall be new.

### **2. SCHEDULE OF PERFORMANCE**

At the pre-construction meeting, the Contractor must provide the Engineer with a printed schedule showing the interrelation and planned performance of all major items of Work, with completion reasonably scheduled thereon to occur by the scheduled completion date recited herein. The Engineer shall review and consider acceptance of the schedule as provided by section 108.02 (B)(1) of the Standard Specifications.

### **3. DESCRIPTION OF SCOPE OF WORK**

**Resurfacing Various County Roads 1.5" Hot Asphalt Concrete**

## **V. PLANS & SPECIFICATIONS**

### **1. GENERALLY**

The Plans and Specifications are intended to explain and supplement each other, and to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such Plans and Specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, subject to dispute resolution.

### **2. "OR EQUAL"**

Whenever an article, material, or equipment, is defined herein by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned, shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the County, before the same are incorporated in the Work.

### **3. LIST OF PLANS & SPECIFICATIONS**

See Attached

## **VI. PREVAILING WAGE RATE SCHEDULES**

See Attached

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Hwy 2

Change # : LCN01-2023ibLaborHwy2

Craft : Laborer Group 1 Effective Date : 05/01/2023 Last Posted : 04/26/2023

|                    | BHR     |         | Fringe Benefit Payments |         |         |        |         | Irrevocable Fund |           | Total PWR | Overtime Rate |          |
|--------------------|---------|---------|-------------------------|---------|---------|--------|---------|------------------|-----------|-----------|---------------|----------|
|                    |         |         | H&W                     | Pension | App Tr. | Vac.   | Annuity | Other            | LECET (*) |           |               | MISC (*) |
| Classification     |         |         |                         |         |         |        |         |                  |           |           |               |          |
| Laborer Group 1    | \$35.05 |         | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$48.85       | \$66.37  |
| Group 2            | \$35.22 |         | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$49.02       | \$66.63  |
| Group 3            | \$35.55 |         | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$49.35       | \$67.12  |
| Group 4            | \$36.00 |         | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$49.80       | \$67.80  |
| Watch Person       | \$27.35 |         | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$41.15       | \$54.83  |
| Apprentice         | Percent |         |                         |         |         |        |         |                  |           |           |               |          |
| 0-1000 hrs         | 60.00   | \$21.03 | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$34.83       | \$45.34  |
| 1001-2000 hrs      | 70.02   | \$24.54 | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$38.34       | \$50.61  |
| 2001-3000 hrs      | 80.00   | \$28.04 | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$41.84       | \$55.86  |
| 3001-4000 hrs      | 90.00   | \$31.54 | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$45.35       | \$61.12  |
| More Than 4000 hrs | 100.00  | \$35.05 | \$8.20                  | \$4.05  | \$0.45  | \$0.00 | \$1.00  | \$0.00           | \$0.10    | \$0.00    | \$48.85       | \$66.37  |

**Special Calculation Note :** Watchman has no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice thereafter

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

: ASHTABULA, ERIE, HURON, LORAIN, LUCAS,  
MAHONING, MEDINA, OTTAWA, PORTAGE,  
SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

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

**Details :**

**Group 1**

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, \*Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone

**Person and Traffic Control.**

**\*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."**

**Group 2**

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

**\*\*\*Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.**

**Group 3**

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

**Group 4**

**Miner, Welder, 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 - Hwy Zone I

Change # : LCN01-2023lbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/01/2023 Last Posted : 04/26/2023

|                    | BHR     |         | Fringe Benefit Payments |         |         |        |         | Irrevocable Fund |           | Total PWR | Overtime Rate |          |
|--------------------|---------|---------|-------------------------|---------|---------|--------|---------|------------------|-----------|-----------|---------------|----------|
|                    |         |         | H&W                     | Pension | App Tr. | Vac.   | Annuity | Other            | LECET (*) |           |               | MISC (*) |
| Classification     |         |         |                         |         |         |        |         |                  |           |           |               |          |
| Operator Class A   | \$42.98 |         | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$59.23       | \$80.72  |
| Operator Class B   | \$42.88 |         | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$59.13       | \$80.57  |
| Operator Class C   | \$41.84 |         | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$58.09       | \$79.01  |
| Operator Class D   | \$40.62 |         | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$56.87       | \$77.18  |
| Operator Class E   | \$35.33 |         | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$51.58       | \$69.24  |
| Master Mechanic    | \$43.23 |         | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$59.48       | \$81.09  |
| Apprentice         | Percent |         |                         |         |         |        |         |                  |           |           |               |          |
| 1st Year           | 50.00   | \$21.49 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$37.74       | \$48.49  |
| 2nd Year           | 60.00   | \$25.79 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$42.04       | \$54.93  |
| 3rd Year           | 70.00   | \$30.09 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$46.34       | \$61.38  |
| 4th Year           | 80.00   | \$34.38 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$50.63       | \$67.83  |
| Field Mech Trainee |         |         |                         |         |         |        |         |                  |           |           |               |          |
| 1st year           | 50.00   | \$21.49 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$37.74       | \$48.49  |
| 2nd year           | 60.00   | \$25.79 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$42.04       | \$54.93  |
| 3rd year           | 70.00   | \$30.09 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$46.34       | \$61.38  |
| 4th year           | 80.00   | \$34.38 | \$9.01                  | \$6.25  | \$0.85  | \$0.00 | \$0.00  | \$0.09           | \$0.00    | \$0.05    | \$50.63       | \$67.83  |

**Special Calculation Note :** Other: Education & Safety Fund is \$0.09 per hour. \*Misc is National Training

**Ratio :**

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

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 69 will not be subject to the apprenticeship ratios in this collective bargaining agreement

: ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

**Special Jurisdictional Note :**

**Details :**

**\*\*Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% if required to have a CDL.**

**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 Insertor/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**

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Truck Driver Bldg & Hwy Class 1  
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

**Change # : LCN01-2023ibBldgHwy**

**Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023**

|  | 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 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers) | \$31.24 |         | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$48.39       | \$64.01  |
| Apprentice   | Percent |         |                         |         |         |        |         |                  |           |           |               |          |
| First 6 months   | 80.00   | \$24.99 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$42.14       | \$54.64  |
| 7-12 months  | 85.00   | \$26.55 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$43.70       | \$56.98  |
| 13-18 months   | 90.00   | \$28.12 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$45.27       | \$59.32  |
| 19-24 months   | 95.00   | \$29.68 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$46.83       | \$61.67  |
| 25-30 months   | 100.00  | \$31.24 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$48.39       | \$64.01  |

**Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.**

**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 :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Truck Driver Bldg & Hwy Class 2  
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCN01-2023bBldgHwy

Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023

|  | 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<br>Tractor Trailer-Semi<br>Tractor Trucks; Pole<br>Trailers; Ready Mix<br>Trucks; Fuel Trucks; 5<br>Axle & Over; Belly<br>Dumps; Low boys -<br>Heavy duty<br>Equipment(irrespective<br>of load carried) when<br>used exclusively for<br>transportation; Truck<br>Mechanics (when<br>needed) | \$31.66 |         | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$48.81       | \$64.64  |
| Apprentice   | Percent |         |                         |         |         |        |         |                  |           |           |               |          |
| First 6 months   | 80.00   | \$25.33 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$42.48       | \$55.14  |
| 7-12 months  | 85.00   | \$26.91 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$44.06       | \$57.52  |
| 13-18 months   | 90.00   | \$28.49 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$45.64       | \$59.89  |
| 19-24 months   | 95.00   | \$30.08 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$47.23       | \$62.27  |
| 25-30 months   | 100.00  | \$31.66 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$48.81       | \$64.64  |

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time.

**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 :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & Hwy Class 3  
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCN01-2023ibBldgHwy3

Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023

|  | BHR            |         | Fringe Benefit Payments |         |         |        |         | Irrevocable Fund |           | Total PWR | Overtime Rate |          |
|--|----------------|---------|-------------------------|---------|---------|--------|---------|------------------|-----------|-----------|---------------|----------|
|  |                |         | H&W                     | Pension | App Tr. | Vac.   | Annuity | Other            | LECET (*) |           |               | MISC (*) |
| Classification   |                |         |                         |         |         |        |         |                  |           |           |               |          |
| Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks) | \$32.66        |         | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$49.81       | \$66.14  |
| <b>Apprentice</b>  | <b>Percent</b> |         |                         |         |         |        |         |                  |           |           |               |          |
| First 6 months   | 80.00          | \$26.13 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$43.28       | \$56.34  |
| 7-12 months  | 85.00          | \$27.76 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$44.91       | \$58.79  |
| 13-18 months   | 90.00          | \$29.39 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$46.54       | \$61.24  |
| 19-24 months   | 95.00          | \$31.03 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$48.18       | \$63.69  |
| 25-30 months   | 100.00         | \$32.66 | \$7.75                  | \$9.20  | \$0.20  | \$0.00 | \$0.00  | \$0.00           | \$0.00    | \$0.00    | \$49.81       | \$66.14  |

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time.

**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 :**

## **VII. PROPOSAL FORMS**

### **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR SERVICE AND SUPPLY CONTRACTS**

#### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

As used in this Certificate, the terms "contract" and "subcontract" includes the term "Purchase Order" and all other agreements effectuating purchase of supplies or services.

This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Bidder certifies the following to the County:

- A. **REPORTS:** Within thirty (30) days after the County's award to the Bidder of any contract, and prior to each March 31 thereafter, during the performance of work under said contract, the Bidder shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein, unless the Bidder has either filed such report with the County within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
  
- B. **PRIOR REPORTS:** The Bidder, if it has participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 or Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. The Bidder shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not otherwise exempt from the Equal Employment Opportunity clause.
  
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and

housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. The Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of any subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:** A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not otherwise exempt from the provisions of the Equal Employment Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to 120 days after receipt of any contract in the amount of \$50,000.00 or more from the County, Bidder, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R., Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R., Sec. 60-1.40. Bidder will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.
- E. Bidders are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations Title 41, Chapter 60-4.2, 60-4.3 (Equal Employment Opportunity Clause & Notice of Standard Specifications), 60-250, and 60-741, when applicable.
- F. Bidder certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Signed this 27<sup>th</sup> day of July, 20 23

Bidder: KARVO COMPANIES, INC.

(Signed) [Signature]

Printed Name & Title: DONALD WORTKOETTER, V.P.

**DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY**

**OHIO REVISED CODE 5719.042**

I, the undersigned, hereby certify that the bidder identified below  IS /

**IS NOT** charged at the time of submitting this Bid with any delinquent personal property taxes on the general tax list of personal property of the County.

**COMPLETE THIS PARAGRAPH ONLY IF APPLICABLE:**

The amount of any such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$ \_\_\_\_\_.

Bidder: KARVO COMPANIES, INC.

(Signed) [Signature]

Printed Name & Title: DONALD WORTHOETER, V.P.

STATE OF OHIO )  
COUNTY OF <sup>SUMMIT</sup> ASHTABULA) ss:

Before me, a Notary Public, in and for said County, personally appeared the person identified above, who did sign this document after first affirming that the execution of this document was an authorized act on behalf of the above named Bidder.

IN TESTIMONY WHEREOF, I have affixed my hand and the seal of my office at this 29<sup>th</sup> day of July, 2023

[Signature]  
NOTARY PUBLIC



**CERTIFICATE OF BIDDER  
UNRESOLVED FINDINGS OF RECOVERY  
WITH AUDITOR OF STATE  
ORC 9.24 & 9.241**

I, the undersigned, hereby certify that the Bidder identified below:

**CHECK & COMPLETE ONLY ONE**

- has no unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241;
- has the following unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241:

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Signed this 27<sup>th</sup> day of July, 20 23

Bidder: KARVO COMPANIES, INC.

(Signed) 

Printed Name & Title: DONALD WORTKOETTER

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO Summit  
COUNTY OF ASHTABULA )SS:

Personally appeared before me the undersigned, as an individual or as a representative of

KARVO COMPANIES, INC. for a contract for ASPHALT  
(Name of Entity) (Type of Product or Service)

to be let by the Ashtabula County Engineer, who, being duly cautioned and sworn, makes the following statement with respect to prohibit activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Ashtabula County Engineer or his individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
  
2. That none of the following have **collectively** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Ashtabula County Engineer or his individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature: [Signature]  
DEBOLDWORTKOETTER  
Title: VICE PRESIDENT

SWORN TO BEFORE ME and subscribed in my presence this 27<sup>th</sup> day of July, 2009.

[Signature]  
Notary Public

My commission expires: May 22, 2027

SEAL



AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO )  
COUNTY OF ASHTABULA )SS:

Personally appeared before me the undersigned, as an individual or as a representative of

KARVO COMPANIES, INC. for a contract for ASPHALT  
(Name of Entity) (Type of Product or Service)

to be let by the County of Ashtabula, who, being duly cautioned and sworn, makes the following statement with respect to prohibit activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Ashtabula County Board of Commissioners or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Ashtabula County Board of Commissioners or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature: [Signature]  
DONALD WORTKOETTER  
Title: VICE PRESIDENT

SWORN TO BEFORE ME and subscribed in my presence this 27<sup>th</sup> day of July, 2023.

[Signature]  
Notary Public

My commission expires: 05-22-27



SEAL

**PROPOSAL**

Ashtabula County, Ohio

June 29, 2023

**To the Board of County Commissioners:**

The undersigned Bidder certifies the pre-bid examination, in its entirety, of all Bid Documents contained in or referenced by this Proposal, including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, which shall govern this improvement and are made a part of this Proposal and the ensuing contract.

**DESCRIPTION OF THE IMPROVEMENT**

Resurfacing Various County Roads 1.5" Hot Asphalt Concrete

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The undersigned Bidder proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the Work called for hereunder, and in consideration thereof, to accept from the County, as full payment for the completion of each item as specified, the respective unit or lump sum price hereafter set forth.

The undersigned Bidder agrees that, if this Proposal is accepted, said Bidder will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the Work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total Bid price, with a Surety subject to the approval of the County.

The Bidder hereby agrees that the County has the right to reject any and all bids, and the Bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

Accompanying this Bid is a bid guarantee or bond payable to the County. Upon any failure to execute the Contract or provide an adequate performance bond as aforesaid, it is agreed that the undersigned Bidder shall forfeit the bid guarantee or bond accompanying the proposal to the County, to the extent allowed by law.

Bidder (full name) KARVO COMPANIES, INC.  
Signed   
Printed name & title DONALD WORTKOETTER

Bidder's mailing address.

4524 HUDSON DR

STOW, OH 44224

(330) 929-9616 (330) 929-9620  
Phone Fax

- Attch: Bid Guarantee or Bond  
Bid Prices (completed unit & lump sum price list)  
Supplemental Bidder Qualifications Forms (if any)  
Equal Employment Opportunity Compliance Certificate  
Declaration: Personal Property Tax Delinquency  
Certificate: Unresolved Findings of Recovery  
Campaign Contributions Limitations Certification

## PROPOSAL

COUNTY ENGINEERS DEPT.  
ASHTABULA COUNTY

REPORT NO \_\_\_\_\_


For Improving Road: Various County Roads as shown below  
In The Township Of:  
Improving By: Resurfacing with 1.5" Hot Asphalt Concrete

Pavement Width: as per plan  
Roadway Width:  
Length In Feet, Miles:  
Bridge Type:  
Bridge Span:

| Items  | Quantities | DESCRIPTION   | \$ Unit | \$ Total   |
|--|------------|---|---------|------------|
| <b>Ashtabula-Austinburg Road CH19 A-E (5.36 miles)</b> |            |   |         |            |
| 448  | 3256       | Asphalt Conc. Surface Course, Type 1 PG64-22 (C.Y.) | 181.11  | 589,169.16 |
| 407  | 4688       | Tack Coat (GAL.)                                    | 2.40    | 11,251.20  |
| <b>Lenox-New Lyme Road CH 21 N-P (3.60 miles)</b>      |            |   |         |            |
| 448  | 2000       | Asphalt Conc. Surface Course, Type 1 PG64-22 (C.Y.) | 181.12  | 362,240.00 |
| 407  | 2879       | Tack Coat (GAL.)                                    | 2.40    | 6,909.60   |
| <b>Plymouth Ridge Road CH 20 A (1.31 miles)</b>        |            |   |         |            |
| 448  | 755        | Asphalt Conc. Surface Course, Type 1 PG64-22 (C.Y.) | 191.12  | 144,295.60 |
| 407  | 1088       | Tack Coat (GAL.)                                    | 2.40    | 2,611.20   |

TOTAL COST AND EXPENSE:

\$ 1,117,001.76

  
Authorized Signature

Contractor: KARVO COMPANIES, INC.  
Address: 4524 HUDSON DR  
STOW OH 44224  
Phone: 330 929-9614

**VII. ARTICLES OF AGREEMENT**

For use in award of contract.

The Bidder is not to fill in the following blanks.

This Agreement is made and entered into by the County of Ashtabula, acting herein by its Board of County Commissioners, and the Contractor identified below, hereinafter called the Contractor.

**WITNESSETH:**

The Contractor, for and in consideration of certain payments to be made as specified herein, hereby covenants and agrees to perform and execute all provisions of its Proposal for construction of the subject public improvement, including fulfillment of the requirements of the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, and to be governed by the provisions contained therein, setting forth duties, relations and obligations of the County, Contractor and the Surety, which are hereto attached and made a part hereof, and agrees to fully and completely perform the Work described hereby in a manner to achieve completion thereof by or before a completion date of October 27, 2023.

In consideration of the performance by the Contractor of the covenants and agreements as herein set forth, the County hereby covenants and agrees to pay the Contractor according to the schedule of rates and prices set forth in the attached Proposal of said Contractor, and at the time and in the manner hereinafter set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands

effective this 10 day of August, 2023.

**CONTRACTOR:**

(full name)

Yianni Karvaunides

(signed)

Contractor's mailing address.

DocuSigned by:  
Yianni Karvaunides

4524 Hudson Drive

Stow, Ohio 44224

330, 929-9616 (330) 929-9620

Phone

Fax

**County Engineer:**



Timothy T. Martin, P.E., P.S.

**Affirmation of Contractor**

I, the undersigned, certify that I am the Secretary or equivalent of the Contractor identified above. I hereby affirm that the person who signed hereinabove on behalf of said Contractor was duly authorized to do so, and that said contract was signed for and on behalf of said Contractor by authority of its governing body.

(Signed) 


Printed Name & Title: ANNA KARVOUNIDES, SECRETARY

Signature Page

Agreement Title: Jefferson Township 2023-01

Paving Doyle Road T.H. 287, Netcher Road T.H. 292

Approved as to Legal Form Only:

By:   
Colleen M O'Toole,  
Ashtabula County Prosecutor

Dated: 8-11, 2023

2023-CON-0113  
Christine Davis 8/11/23

**Signature Page**

**Agreement Title: County Engineer #312  
Resurfacing Various County Roads 1.5" Hot Asphalt Concrete**

**Contract expected:**

**By: Ashtabula County Board of Commissioners**

\_\_\_\_\_  
**Casey Kozlowski, Commissioner**

\_\_\_\_\_  
**J.P. Ducro IV, Commissioner**

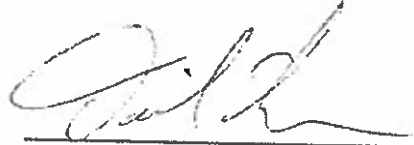
\_\_\_\_\_  
**Kathryn Whittington, Commissioner**

**Dated: \_\_\_\_\_, 2023**

**FISCAL OFFICER'S CERTIFICATE**  
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2023 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

**Agreement Title: RESOLUTION APPROVING A CONTRACT WITH KARVO COMPANIES INC. FOR RESURFACING WITH HOT MIX ASPHALT CONCRETE ON VARIOUS COUNTY ROADS 2023 FOR THE COUNTY HIGHWAY/ENGINEER DEPARTMENT, QUOTATION # 312.**



**David Thomas, Ashtabula County  
Auditor**

**Date: August 04, 2023**





An Equal Opportunity Employer

**Statement of Bidder's Qualifications**

Chief Executive Officer: George Karvounides  
President: Yianni Karvounides

Incorporated in the State of Ohio May 10, 1989

Karvo Companies Inc. has a complete service facility located at 4524 Hudson Drive, Stow Ohio with 4 full time mechanics.

Karvo Companies Inc. has employees with the appropriate technical experience and skills.

Karvo Companies Inc. has the appropriate equipment.

| # Places | Type               | Make/Model | Condition |
|----------|--------------------|------------|-----------|
| 9        | Grinders           | Various    | Good      |
| 10       | Pavers             | Various    | Good      |
| 39       | Rollers            | Various    | Good      |
| 4        | Distributor Trucks | Various    | Good      |
| 12       | Backhoes           | Various    | Good      |
| 25       | Excavators         | Various    | Good      |
| 16       | Loaders            | Various    | Good      |
| 7        | Dozers             | Various    | Good      |
| 8        | Dump Trucks        | Various    | Good      |
| 47       | Pickup Trucks      | Various    | Good      |
| 74       | Tool Trucks        | Various    | Good      |
| 7        | Semi Tractors      | Various    | Good      |
| Several  | Misc. Equipment    | Various    | Good      |

**Financial Reference:**

PNC Bank  
213 Market Avenue North Suite 250  
Canton OH 44702  
P(330) 430-8303  
F(330) 430-8388  
Matthew B. Hinderegger, CTP

**Surety:**

The Cincinnati Insurance Company  
Assured Partners  
4244 Mt. Pleasant St. NW  
North Canton OH 44720  
(330) 266-1904  
Paul Cruciani



An Equal Opportunity Employer

#### TRADE REFERENCES

Allied Corporation  
8920 Canyon Falls Blvd  
Twinsburg OH 44087  
Susan Miller  
330-405-5182  
Fax 330-425-3270

Kokosing Materials, Inc  
PO Box 711795  
Columbus, OH 43271  
Lisa Szpendyk  
216-587-4900 Ext. 229  
Fax 216-626-0165

Columbus Equipment Company  
2323 Performance Parkway  
Columbus OH 43207  
614-443-6541  
Fax 614-449-0182

Osborne Concrete & Stone  
PO Box 217  
Grand River OH 44045  
Margie Gorfido  
440-357-5562  
Fax 440-357-8560

#### FINANCIAL REFERENCE

PNC Bank  
213 Market Ave North Suite 250  
Canton OH 44702  
(330) 430-6303  
Fax (330) 430-6399  
Matthew B. Hinderegger, CTP

#### SURETY

The Cincinnati Insurance Company  
Assured Partners  
4244 Mt. Pleasant St. NW  
North Canton OH 44720  
(330) 266-1904  
Fax (330) 498-9948  
Paul Cruclani



An Equal Opportunity Employer

CORPORATE RESOLUTION

Anna Karvounides, Secretary of Karvo Companies, Inc., an Ohio Corporation, hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of Karvo Companies, Inc., on January 28, 2022, to wit:

"Resolved, that The Chief Executive Officer of this Company, namely George Karvounides, or the President, namely, Yianni Karvounides, or the Vice President of this Company, namely, Donald Wortkoetter are hereby authorized and directed to enter into any and all contracts, bid guaranty and performance bonds, at such price and upon such terms and conditions, including any amendments or modifications thereto, as said George Karvounides, Yianni Karvounides or Donald Wortkoetter, in their sole discretion shall deem best, and that said actions shall be binding upon the Corporation."

"Resolved, further, that said George Karvounides or Yianni Karvounides or Donald Wortkoetter be, and they further are hereby authorized and directed to execute and deliver unto said owners' other instruments which in his discretion he shall deem necessary to carry out the foregoing resolution."

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of said Corporation at Stow, Ohio this 28<sup>th</sup> day of January 2022, and I further certify that said resolution is still in full force and effect.

A handwritten signature in dark ink, appearing to read "Anna Karvounides", is written over a horizontal line.

Anna Karvounides  
Secretary

SEAL



**KARVO COMPANIES INC**

[Edit Company Profile](#)

Address: 4624 HUDSON DR  
STOW, OH 44224-1762  
Phone: 330-829-8878  
Fax: 330-829-9620

**KARVO COMPANIES INC**  
Pre-qualification Application

Application Name: APP-0688E  
Certification Date: 7/1/2022  
Expiration Date: 5/31/2025  
Prequalification Amount: \$21,345,000.00  
Status: Approved

**KARVO COMPANIES INC**  
Work Type Applications

[Create Work Type Application](#)

| Work Type   | Number of Projects | Status   |
|---|--------------------|----------|
| 1. Clearing and Grubbing                          | 0                  | Approved |
| 2. Building Removal                               | 0                  | Approved |
| 4. Roadway Excavation and Embankment Construction | 0                  | Approved |
| 6. In-channel Grading                             | 0                  | Approved |
| 7. Soil Stabilization                             | 0                  | Approved |
| 8. Temporary Soil Erosion & Sediment Control      | 0                  | Approved |
| 9. Aggregate Bases                                | 0                  | Approved |
| 10. Flexible Paving                               | 0                  | Approved |
| 11. Apply Bituminous Treatments                   | 0                  | Approved |
| 12. Rigid Paving                                  | 0                  | Approved |
| 13. Pavement Fining, Milling, Scarification       | 0                  | Approved |
| 15. Swaling                                       | 0                  | Approved |





**Department of  
Development**

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Lydia L. Kishel, Director

May 25, 2023

Donald Wortkoetter,  
Office Manager  
Karvo Companies, Inc  
4524 Hudson Drive  
Stow, OH 44278

**SUBJECT: Certificate of Compliance Certification**  
**Status: In Compliance**  
**Effective Dates: May 25, 2023 - November 25, 2023**

Dear Donald Wortkoetter:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Karvo Companies, Inc a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Karvo Companies, Inc to maintain certification status, Karvo Companies, Inc must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Karvo Companies, Inc has agreed.

Sincerely,

Monica L. Womack  
Chief

**To: All Employees**  
**FROM: George Karvounides**  
**DATE: May 20, 2023**  
**SUBJECT: Sexual Harassment Policy Statement**

The Karvo Companies, Inc is committed to providing a working environment free from discrimination, and to prohibit harassment of employees and applicants, including sexual harassment. Karvo Companies, Inc will implement the policy to fully comply with applicable federal, state and local laws, rules and regulations in the area of non-discrimination and harassment of employment.

Sexual harassment is defined as any unwelcome or unwanted sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature from someone in the workplace that creates discomfort and/or interferes with the job. Conduct constitutes harassment when:

Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; Submission to or rejection of such conduct by an individual is used as the basis for employment decisions and/or retaliation; or

Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Harassment will not be tolerated in the Karvo Companies, Inc's workplace. Such conduct is subject to discipline, up to and including termination. Any employee who believes he or she is a victim of sexual harassment must immediately report any incident to the company's designated EEO Officer. The company will not tolerate retaliation against any employee who complains of sexual harassment or provides information in connection with any such complaint.

**Point of Contact:**

If you have any questions regarding this policy, please contact Donald Wortkoetter, EEO Officer, at (330) 929-9616.

# **State of Ohio**

## **Affirmative Action Program**

**TO: All Employees**  
**FROM: George Karvounides**  
**DATE: 5/20/2023 8:59:53 AM**  
**SUBJECT: Equal Employment Opportunity and Affirmative Action Policy Statement**

It is the policy of the Karvo Companies, Inc to ensure equal employment opportunity in accordance with the Ohio Revised Code 125.111 and all applicable federal regulations and guidelines. Employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, or veteran status is illegal.

Karvo Companies, Inc managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. This policy statement will be disseminated to all employees, various recruitment sources and will be displayed on all construction job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.

Persons who believe Karvo Companies, Inc has discriminated against them may file a discrimination complaint with Donald Wortkoetter. The EEO Representative has full authority to manage issues involving employment discrimination.

**Point of contact to file allegations of discrimination:**

Company's EEO Representative: Donald Wortkoetter  
Location: 4524 Hudson Drive Stow 44278  
Phone Number: (330) 929-9616  
Mail Address: [asphalt@karvocompanies.com](mailto:asphalt@karvocompanies.com)

Feb. 13, 2020

KARVO COMPANIES INC  
4824 HUDSON DR  
STOW OH 44224-1702

UF  
FEB 18 2020  
RECEIVED

**BWC Drug-Free Safety Program**

Policy Number: 988774

Program year: Jul. 1, 2019

Approved level: Advanced

Annual report due date: Last business day in March

RE: DFSP Annual Report Reminder

Dear Employer:

Thank you for your commitment to protecting your workforce and improving workplace safety by participating in the Drug-Free Safety Program (DFSP).

This letter is to remind you that your required annual report is due soon. This report, which documents how you have met program requirements, is available online at [www.bwc.ohio.gov](http://www.bwc.ohio.gov).

Using your policy number, please complete your report online by following the instructions below. You will provide data and documentation to show how you met each DFSP requirement. After you complete the online form by clicking the Submit button, you will see a confirmation page noting the date and time you submitted it. You can print a copy for your records. The confirmation page contains a fax cover sheet button, which will print the list of required documents that you must fax us along with a fax number for submission.

**Online access**

- Log on to [www.bwc.ohio.gov](http://www.bwc.ohio.gov). Then enter your user ID and password.
- From the *My Policy* page, click the search icon in the top of the page header.
- Enter *DFSP-3* in the search field, and then click the magnifying glass or press enter.
- Click on the *Drug-free Safety Program* link.
- Scroll to the bottom of the page under Resources, and click on *Annual Report-Basic and Advanced levels (DFSP-3)*. Please review the required information section before beginning to complete the online form.
- Or, enter <https://www.bwc.ohio.gov/employer/forms/dfsp/annualreport3/default.aspx> into the address/URL bar of your browser.
- A period of inactivity for more than 10 minutes will result in the report timing out, and you will have to begin again.
- To be eligible for a bonus, you must complete your annual report and provide all required documentation no later than the due date noted above.

We appreciate your dedication to protecting your workers and their families by providing a drug-free workplace. If you have questions, please contact the BWC representative listed below, or call 1-800-644-6282, and listen to the options.

Sincerely,

Employer Programs Unit

BWC representative: Andrew Gale  
Canton service office - 330-471-0837  
Fax number: 877-721-8420

Jordan.Karvounides@karvocompanies.com  
DFSPS Annual Assessment Reminder PA 2019

## State construction contractor look-up Results

Policy number  
988774-0

Company name  
KARVO COMPANIES INC

Construction contractor status  
APPROVED

Construction contractor status date  
1/24/2003

Search again

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print name as shown on your income tax return. Name is required on line 10 but do not leave this line blank.

**KARVO COMPANIES, INC.**

1 Business name (do not check this box if different from above)

2 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following boxes.

- Individual proprietor or single-member LLC
  - Corporation
  - S Corporation
  - Partnership
  - Trust/estate
  - Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) \_\_\_\_\_
- None check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

3 If you are an exempt person only to certain states, list applicable tax jurisdictions on page 10.

4 State or foreign country code (if any)

5 Exemption from FATCA reporting code (if any)

6 If you are an exempt state or U.S. poss.

7 Other (see instructions)

8 Address (street, apt. and apt. or suite no.) See instructions.

9 Requester's name and address (optional)

**4124 HUDSON DR**

**STOW, OH 44224**

**STOW, OH 44224**

10 List account number(s) here (optional)

Read instructions on page 3.

**EMPLOYER Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part 1 later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* later.

Notes: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

|                        |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
| Social Security Number |  |  |  |  |  |  |  |  |
|                        |  |  |  |  |  |  |  |  |

|                                |   |  |   |   |   |   |   |   |   |
|--------------------------------|---|--|---|---|---|---|---|---|---|
| Employer Identification Number |   |  |   |   |   |   |   |   |   |
| 3                              | 4 |  | 7 | 6 | 1 | 8 | 0 | 4 | 7 |

**CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be mailed to me) and  
 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, form 9 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you do not have to sign this certification, but you must provide your correct TIN. See the instructions for Part 1 later.

Sign Here

Signature of U.S. person

*[Signature]*

Date

5/26/2011

**General instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-NEC (wages, salaries, and other compensation)
- Form 1099-B (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099-H (home mortgage interest, 1099-B (retirement loan interest, 1099-T (TIN))
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding, see *What is Backup Withholding* later.



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

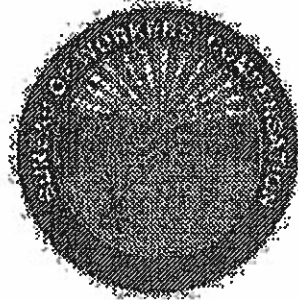
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
00988774

KARVO COMPANIES INC  
4524 HUDSON DR  
STOW OH 44224-1702

Period Specified Below  
07/01/2023 to 07/01/2024



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



## Sales and Use Tax Construction Contract Exemption Certificate

**Identification of Contract:**

Contractee's (owner's) name Ashtabula County

Exact location of job/project 2023 Asphalt Paving on Various County Roads

Name of job/project as it appears on contract documentation 2023 Asphalt Paving on Various County Roads

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

|                                     |  |                          |  |
|-------------------------------------|--|--------------------------|--|
| <input type="checkbox"/>            | A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);  | <input type="checkbox"/> | Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;   |
| <input checked="" type="checkbox"/> | Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;   | <input type="checkbox"/> | A computer data center entitled to exemption under R.C. 122.175;   |
| <input type="checkbox"/>            | A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;   | <input type="checkbox"/> | A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;                    |
| <input type="checkbox"/>            | A house of public worship or religious education;  |                          |  |
| <input type="checkbox"/>            | The original construction of a sports facility under R.C. section 307.696;   | <input type="checkbox"/> | A hospital facility entitled to exemption under R.C. section 140.08;   |
| <input type="checkbox"/>            | Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state; | <input type="checkbox"/> | Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed). |

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

**Prime Contractor**

Name Karvo Companies, Inc.

Signed by \_\_\_\_\_

Title Vice President

Street address 4524 Hudson Drive

City, state, ZIP code Stow, OH 44224

Date \_\_\_\_\_

**Subcontractor**

Name \_\_\_\_\_

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Street address \_\_\_\_\_

City, state, ZIP code \_\_\_\_\_

Date \_\_\_\_\_

**Owner/Contractee**

Name Ashtabula County Engineer

Signed by Timothy Martin Timothy Martin

Title County Engineer

Street address 180 E. Satis Street

City, state, ZIP code Jefferson, Ohio 44047

Date 8/2/2023

**Political Subdivision**

Name "

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Street address \_\_\_\_\_

City, state, ZIP code \_\_\_\_\_

Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/2/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |   |
|--|---|
| <b>PRODUCER</b><br>AssuredPartners of Ohio LLC, (former Leonard)<br>4244 Mt. Pleasant St. NW, Suite 200<br>North Canton OH 44720   | <b>CONTACT NAME:</b> Cynthia Runion<br><b>PHONE (A/C, No, Ext):</b> 330-266-1977<br><b>FAX (A/C, No):</b> 330-498-9952<br><b>E-MAIL ADDRESS:</b> cynthia.runion@assuredpartners.com |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |
| <b>INSURER A:</b> Continental Casualty Company<br><b>INSURER B:</b> Atlantic Specialty Insurance Company<br><b>INSURER C:</b> Continental Insurance Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b><br>20443<br>27154<br>35289  |


**COVERAGES**                      **CERTIFICATE NUMBER:** 176303180                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL/INSR | SUBR/INSR | POLICY NUMBER                          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|-----------|--|-------------------------|-------------------------|---|
| C        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: Employers Liab | Y         |           | 7018357237                             | 4/25/2023               | 4/25/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employers Liability \$ 1,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY   |           |           | 7018357223                             | 4/25/2023               | 4/25/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |           | 7018357206                             | 4/25/2023               | 4/25/2024               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A       |  |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| B        | Equipment Floater<br>Installation Floater   |           |           | 790-02-78-15-0003<br>790-02-78-15-0003 | 4/25/2023<br>4/25/2023  | 4/25/2024<br>4/25/2024  | Leased/Rented Floater<br>1,000,000<br>250,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Contractors Pollution Liability: Evanston Insurance Company #MKLV1ENV103898    05/14/2023 to 05/14/2024  
\$1,000,000 Each Pollution Condition Limit  
\$1,000,000 Shared General Aggregate Limit  
Re: Ashtabula County Various Roads Resurfacing project

Ashtabula County is an additional insured for work performed or services provided by the named insured when required by written contract or agreement.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Ashtabula County<br>186 East Satin Street<br>Jefferson OH 44047 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

**Karvo Companies Inc.  
Key Personnel**

| No. | Name                 | Position                     | Year Hired |
|-----|----------------------|------------------------------|------------|
| A.  | George Karvounides   | CEO                          | 1989       |
| B   | Yianni Karvounides   | President                    | 2008       |
| C   | Donald Wortkoster    | Vice President               | 1991       |
| D   | Mike Lignos          | Safety Director              | 2013       |
| E   | Gust Karvounides     | Superintendent               | 1989       |
| F   | John Chiarappa       | Operations Manager           | 2004       |
| G   | David Marola         | Superintendent               | 2012       |
| H   | Dan Samnik           | Project Manager              | 2019       |
| I   | John Jacobs          | Project Manager              | 2013       |
| J   | Andrew Mostoller     | Project Manager              | 2022       |
| K   | David Weightman      | Foreman                      | 1991       |
| L   | Robert Baker         | Foreman                      | 2002       |
| M   | Richard Bernow       | Foreman                      | 2007       |
| N   | Antonio Calabrese Jr | Foreman                      | 2010       |
| O   |                      |                              |            |
| P   |                      |                              |            |
| Q   | Dale Saeger          | Foreman                      | 2014       |
| R   | Nathaniel Lewis      | Foreman                      | 2016       |
| S   | Jason Valvoda        | Foreman                      | 2016       |
| T   |                      |                              |            |
| U   | Ahsan Jat            | Estimator                    | 2022       |
| V   | Gregory Neocleous    | Claims / HR Business Partner | 2021       |

| No. | From (Year to Year) | Place of Employment                      | Capacity Employed      |
|-----|---------------------|--|------------------------|
| A.  | 1979-1989           | Lerkis Asphalt, Akron Ohio               | Vice President         |
|     | 1989-Present        | Started Karvo Companies, Stow Ohio       | CEO                    |
| B   | 2008 - 2010         | Karvo Companies, Stow Ohio               | Laborer & Office       |
|     | 2010 - 2015         | Karvo Companies, Stow Ohio               | Project Manager        |
|     | 2016 - 2017         | Karvo Companies, Stow Ohio               | President              |
|     | 2018 - 2020         | Karvo Companies, Stow Ohio               | Project Manager        |
|     | 2021 - Present      | Karvo Companies, Stow Ohio               | President              |
| C   | 1978-1985           | Winzeler Excavating, Bryan Ohio          | Cost Accountant        |
|     | 1985-1989           | Lerkis Asphalt, Akron Ohio               | Estimator              |
|     | 1989-1990           | Willard Construction Co., Cleveland Ohio | Estimator              |
|     | 1991-Present        | Karvo Companies, Stow Ohio               | Vice President         |
| D   | 2013 - Present      | Karvo Companies, Stow Ohio               | Safety Director        |
| E   | 1985-1987           | Lerkis Asphalt, Akron Ohio               | Laborer                |
|     | 1988-1989           | Karvo Trucking Ltd., Tallmadge Ohio      | Driver/Owner           |
|     | 1989-Present        | Karvo Companies, Stow Ohio               | Superintendent         |
| F   | 1980-1986           | Guy Chiarappa & Sons, Akron Ohio         | Foreman/Superintendent |
|     | 1987-2004           | AJC Construction, Akron Ohio             | Vice President         |
|     | 2004-Present        | Karvo Companies, Stow Ohio               | Superintendent         |
| G   | 1992 - 2009         | Vito Glronda Construction, Akron Ohio    | Superintendent         |
|     | 2009 - 2012         | Kenmore Construction Company, Akron Ohio | Superintendent         |
|     | 2012 - Present      | Karvo Companies, Stow Ohio               | Superintendent         |
| H   | 2017-2019           | Chagrin Valley Paving                    | Sales                  |
|     | 2015-2017           | Titan Asphalt and Paving                 | Labor/Operator         |
|     | 2004-2016           | Father and Son Landscaping               | Owner                  |



Karvo Companies, Inc.  
 2022 References  
 Surety Company : THE CINCINNATI INSURANCE COMPANY

| Dweller/General Contractor  | Job Name   | Amount   | Contact  | Phone #                      |
|---|--|--|--|------------------------------|
| City of Akron<br>185 South High Street<br>Akron OH 44306  | Emergency Snow Removal   | \$ 125,000.00  | Jim Altieri: jaltieri@ciakronohio.gov  | 330-376-2271                 |
| Board of Park Commissioners<br>of the Cleveland Metro Parks<br>4101 Fulton Parkway<br>Cleveland, OH 44144 | 2022 Asphalt Improvements  | \$ 1,018,000.00  | Jim Rodstrom -jir@cielandmetroarks.com>  | 216-635-3214<br>216-739-6044 |
| City of Elyria<br>131 Court Street Suite 303<br>Elyria, Ohio 44035  | Burns Road Resurfacing<br>2022 Street Resurfacing Phase 1<br>Hilliard Road Resurfacing   | \$ 235,944.70<br>\$ 1,185,670.20<br>\$ 407,181.86                        | Brian Zimmerman<br>Trinity J. Ujvari P.E<br>Trinity J. Ujvari P.E<br>Justin Dietz -jdietz@cielyria.com>          | 440-325-1444<br>440-325-1444 |
| First Energy Corp<br>2231 W Market Street<br>Warren OH 44485  | Nemeton Falls Runa Hecrea Asphalt Repairs  | \$ 2,328,019.40  | Theresa Brian V <tbrian@firstenergycorp.com>   | 724-586-6789                 |
| City of Green<br>1900 Steeles Road, PO Box 278<br>Greensburg OH 44232                                     | Greenburg Road / S Arlington Road Reimbursement  | \$ 1,884,427.89  | Dave Snyder <dsnyder@greenburgdesigngroup.com>   | 330-375-1990                 |
| City of Hubbard<br>220 West Liberty Street<br>Hubbard OH 44205  | 2022 Street Improvement Project  | \$ 618,728.45  | Zappia, Steve <zappias@mascosconsultants.com>  | 330-744-5321                 |
| City of Hudson<br>17 East Main Street<br>Hudson OH 44236  | Seasons Road Widening Extension<br>South Main Street Widening  | \$ 1,529,975.00<br>\$ 3,488,000.00                                       | Melissa Raber: mraber@hudson.oh.us<br>Melissa Raber: mraber@hudson.oh.us   | 330-342-1770<br>330-342-1770 |
| County of Lucas, OH<br>109 Main Street Ste A205<br>Painesville, OH 44077                                  | Navell Street Resurfacing<br>Lane Road Resurfacing   | \$ 627,002.70<br>\$ 1,847,002.98   | Gabuscik, Theodore <Theodore.Gabuscik@ciakronohio.gov><br>Gabuscik, Theodore <Theodore.Gabuscik@ciakronohio.gov> | 440-350-2080<br>440-350-2080 |
| Lorain County Commissioners<br>228 Middle Avenue<br>Elyria OH 44035                                       | North Ridge Road Resurfacing   | \$ 338,000.00  | scufata@loraincounty.us  |                              |
| Roller Pipeline LLC<br>8590 Crawford Road<br>Indianapolis IN 46284  | Hard Surfaces Restoration  | \$ 250,000.00  | 'michael.frances@rollerpipeline.com'   |                              |
| ODOT District 4<br>2065 South Arlington St.<br>Akron OH 44305   | ODOT 220187 SR 66 / SR 162 SUM<br>ODOT 220188 Woodstar Rd / Robinson Intersection SUM<br>ODOT 220291-4 District 3 West SP FY 2022<br>ODOT 220544 SR 667 Four Lanes Resurfacing | \$ 2,479,546.00<br>\$ 1,411,494.44<br>\$ 1,888,000.00<br>\$ 2,988,000.00 | Jamara Meyer@dot.ohio.gov<br>George_Rabe@dot.ohio.gov<br>Paul_Zaitl@dot.ohio.gov                                 |                              |
| ODOT District 3   | ODOT 220244 US 6 Two Lane Resurfacing LOR  | \$ 1,218,000.00  | Nick Donofrio@dot.ohio.gov   |                              |

Karvo Companies, Inc.  
2022 References

**Surety Company: THE CINCINNATI INSURANCE COMPANY**

| Owner/General Contractor  | Job Name  | Amount                         | Contact                                    | Phone #      |
|---|---|--------------------------------|--|--------------|
| 808 Clark Ave.<br>Ashtabula, OH 44805                                 | OOOT 220872 US 20 Two Lane Resurfacing LOR        | \$ 1,704,544.57                |  |              |
| Otis Edison   | APS Parking Lot Ducts<br>Alcon Trench Restoration | \$ 358,566.00<br>\$ 219,200.00 | Bowman, Glenn F. <bowman@fasttaginc.com>   | 330-804-2648 |
| Portage County Commissioners<br>449 S Main Street<br>Ravenna OH 44226 | 441 Resurfacing various cities                    | \$ 2,428,175.24                | Mika Collins <MCollins@portagecc.com>      | 330-295-9333 |
| City of Rocky River<br>21072 Hilliard Blvd<br>Rocky River OH 44119    | Wester Road Resurfacing                           | \$ 598,000.00                  | Eli Chotkowski <echotkowski@epi-group.com> | 440-959-1900 |
| Summit County Engineer<br>539 E South Street<br>Alcon, OH 44311       | Ravenna Road Resurfacing                          | \$ 1,142,560.00                | Sam Ross <ross@summitengines.net>          | 330-943-8559 |
| Twinsburg Township<br>1790 Enterprises Parkway<br>Twinsburg OH 4087   | North / East / South Park Road Improvements       | \$ 1,625,407.99                | Melissa Hinds <Melissa.Hinds@hmc-oh.com>   | 330913-1055  |

Karve Companies, Inc.  
2021 References

Surety Company : THE CINCINNATI INSURANCE COMPANY

| Owner/General Contractor  | Job Name  | Amount   | Contact  | Phone #  |
|---|---|--|--|--|
| City of Akron<br>188 South High Street<br>Akron OH 44308  | Commons Park<br>Finesone Business Park Phase 2  | \$ 28,953.80<br>\$ 92,989.23   | Pruthi, Bhanu <BPruthi@cincinnati.gov>   | 330-575-2103   |
| City of Bay Village<br>360 Dover Road<br>Bay Village OH 44140   | Bradley Road Resurfacing  | \$ 408,725.45  | 'Corbis Kratowick' <skratowick@cityofbayvillage.com>   | 440-688-9422   |
| Board of Park Commissioners<br>of the Cleveland Metro Parks<br>4101 Ribbon Parkway<br>Cleveland, OH 44114 | 2021 South Chequon Reservation<br>Engle Road Parking Lot  | \$ 499,025.00<br>\$ 44,975.00  | Brian Zimmerman<br>'Ken Redstrom' <kr@zshreainternetropics.com>  | 216-635-3214<br>216-739-8043   |
| City of Elyria<br>131 Court Street Suite 303<br>Elyria, Ohio 44035  | 2021 Street Resurfacing Phase 2   | \$ 985,231.50  | Timothy J. Ufford P.E.<br>Timothy J. Ufford P.E.   | 440-328-1444<br>440-328-1444   |
| County of Lucas, OH<br>105 Main Street Ste A2025<br>Painesville, OH 44077                                 | 2021 Madison & Perry Township Resurfacing<br>Painesville - Madison Avenue Resurfacing   | \$ 614,064.45<br>\$ 2,182,812.20   | 'Theodore Galuschik' <Galuschik@lucascountryohio.gov><br>'Theodore Galuschik' <Theodore.Galuschik@lucascountryohio.gov>  | 440-330-2090<br>440-330-2090   |
| Madison County Commissioners<br>144 North Broadway<br>Medina OH 44255                                     | 2021 Mill Road Improvements<br>Sleepy Hollow Road Burnsville Hills  | \$ 488,346.95<br>\$ 391,156.40   | 'Dan Becker' <dbecke@medinacounty.org><br>'Dan Becker' <dbecke@medinacounty.org>   | 330-723-6825<br>330-723-6855   |
| ODOT District 4<br>2858 South Arlington St.<br>Akron OH 44308   | ODOT 210194 D4 PSP Phase 2 Akron, Canton, Youngstown<br>ODOT 210282 Woodster Road / Norton Road Resurfacing SUBJ<br>ODOT 210819 D4 SP FY 2021 East - Mahoning Co<br>ODOT 210820 D4 SP FY2021 West - Summit, Stark Co<br>ODOT 210391 SR 18 Intersection MED<br>ODOT 210548 US 422 Four Lane Resurfacing MAH; | \$ 1,738,881.00<br>\$ 1,078,000.00<br>\$ 498,000.00<br>\$ 1,118,000.00<br>\$ 7,588,000.00<br>\$ 5,198,183.62 | craig.ness@dot.ohio.gov<br>Georgia.Park@dot.ohio.gov<br>Jacob.Williams@dot.ohio.gov<br>Paul.Zaitik@dot.ohio.gov<br>Allen.Benson@dot.ohio.gov<br>Darril.Lazzer@dot.ohio.gov | 330-788-2247<br>330-608-8388<br>330-880-8107<br>330-715-8016<br>419-632-5741 |
| ODOT District 3<br>908 Clark Ave.<br>Ashland, OH 44805  | ODOT 210170 SR 58 Four Lane Resurfacing LOR<br>ODOT 210238 SR 113 Saumhart LOR<br>ODOT 210248 SR 302 Two Lane Resurfacing   | \$ 1,318,000.47<br>\$ 1,508,043.36<br>\$ 688,038.03  | Nick.Donofrio@dot.ohio.gov<br>Nick.Donofrio@dot.ohio.gov<br>Gregory.Tobes@dot.ohio.gov   | 440-308-6530<br>440-308-8330<br>419-286-0659                                 |
| ODOT District 12<br>5900 Transportation Blvd.<br>Garfield Heights OH 44125                                | ODOT 210170 SR 58 Four Lane Resurfacing LAK   | \$ 608,500.00  | Nick.Donofrio@dot.ohio.gov   | 440-308-6530   |
| Ohio Edison   | Warren Cramble Duck Project 2021  | \$ 159,875.00  | Gilbert.bowman@firstenergycorp.com   |  |
| City of Snow  | 2021 Purchase of Materials & Materials  | \$ 1,863,808.00  | Marc Anderson  | 330-688-2729   |

NRReference020212021 JOB REFERENCES FINAL

Karvo Companies, Inc.  
2021 References

Survey Company: THE CINCINNATI INSURANCE COMPANY

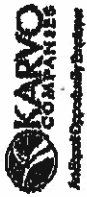
| Owner/General Contractor  | Job Name  | Amount                         | Contact   | Phone #                      |
|---|---|--------------------------------|---|------------------------------|
| 3780 Darrow Rd<br>Stow, OH 44224                                  |   |                                |   |                              |
| Summit County Engineer<br>535 E 60th Street<br>Akron, OH 44311    | Boston Mills Road Resurfacing<br>Smith Road Resurfacing | \$ 622,660.65<br>\$ 846,656.84 | Sam Ross' <ross@summitengineer.net><br>Dave Smith | 330-843-2950<br>330-843-3539 |
| Zayco Group LLC<br>1805 28th Street, Ste 2050<br>Boulder CO 80301 | Alcon Main Street                                       | \$ 43,725.00                   | Eric Lids' <eric.lids@zayco.com>                  | 303-237-3282                 |



2020 References

Surety Company: THE CINCINNATI INSURANCE COMPANY

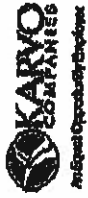
| Contract/General Contractor  | Job Name/Description  | County   | Amount       | Contact         | Phone          |
|--|---|----------|--------------|-----------------|----------------|
| Lake Erie Construction<br>25 Norwalk Rd<br>Norwalk OH 44857                                    | Guardrail Rebuilding - ODOT 180810 D12 GR FY2019                  | Cuyahoga | \$ 528,880   | David Bhaile    | (419) 668-3802 |
| Lorain County<br>226 Middle Ave<br>Elyria OH 44035   | Chester-Elyria Road Resurfacing LOR-CR231-01.14                   | Lorain   | \$ 718,115   | Matt Lundy      | (440) 329-5111 |
| St Paul Greek Orthodox Church<br>4548 Weatings Road<br>North Royalton OH 44133                 | Parking Lot Improvements  | Cuyahoga | \$ 142,978   | Stephanie Ocker | (440) 237-9988 |
| State of Ohio/Adjutant General Dept<br>2828 West Dublin Granville Rd<br>Columbus OH 43235      | Stow Army Site Pavement Restoration                               | Summit   | \$ 823,612   | Chip Ternsill   | (614) 396-7070 |
| Cleveland Metropolitan<br>4101 Fulton Parkway<br>Cleveland OH 44144                            | Chapel Parking Lot & Mill Stream Run Impvs-Cleveland Metropolitan | Cuyahoga | \$ 234,560   | Jim Roudstrom   | (216) 635-3200 |
| Concord Township-Lake County<br>7229 Ravenna Rd<br>Painesville OH 44077                        | Concord, Perry, and Painesville Twp Resurfacing-Lake County       | Lake     | \$ 1,025,592 | James Ellis     | (440) 350-2770 |
| Trumbull County Commissioners<br>160 High Street, NW<br>Warren OH 44481                        | TRU CH 322 West Market Street Improvement - Trumbull County       | Trumbull | \$ 985,417   | Randy Smith     | (330) 675-2840 |
| Lake County Commissioners & ODOT<br>105 Main St, 5th Floor, Suite A205<br>Painesville OH 44077 | Madison and Perry Township Resurfacing-Lake County                | Lake     | \$ 1,784,800 | James Ellis     | (440) 350-2770 |



2020 References

Surety Company: THE CINCINNATI INSURANCE COMPANY

| Owner/General Contractor   | Job Name/Description                                 | County   | Amount        | Contact         | Phone          |
|--|--|----------|---------------|-----------------|----------------|
| County of Summit<br>538 E South St<br>Akron OH 44311                                       | 2020 Summit County 441 (448) Resurfacing-North       | Summit   | \$ 1,509,799  | Alan Brubaker   | (330) 649-2850 |
| City of Green<br>1755 Town Park Blvd<br>Green OH 44232                                     | Massillon Road Roundabout-City of Green              | Summit   | \$ 12,245,168 | Paul Pickett    | (330) 896-6510 |
| Field Local School District Board of Education<br>2900 State Route 43<br>Mogadore OH 44260 | Field Local Schools Parking Lot Improvements         | Portage  | \$ 2,097,674  | Dave Hestinger  | (330) 673-2659 |
| Burton Township Trustees<br>PO Box 365<br>Burton OH 44021                                  | Burton Twp. Various Roads-Geauga County              | Geauga   | \$ 297,958    | Nicholas Garris | (440) 279-1800 |
| Portage County Engineer<br>5000 Newton Falls Rd<br>Ravenna OH 44266                        | 2020 Portage County 441 Resurfacing                  | Portage  | \$ 563,336    | Michael Maruzzi | (330) 286-6411 |
| City of Streetsboro<br>8184 State Rd 43<br>Streetsboro OH 44241                            | City of Streetsboro 2020 Road Resurfacing            | Portage  | \$ 1,029,837  | Glenn Broska    | (330) 626-4942 |
| City of Warren<br>391 Mahoning Ave NW<br>Warren OH 44483                                   | TRU-E Market Street-Trumbull County - City of Warren | Trumbull | \$ 1,919,282  | Eddie Colbert   | (330) 841-2601 |



2020 References

Surety Company: THE CINCINNATI INSURANCE COMPANY

| Owner/General Contractor  | Job Name/Description  | County                                    | Amount   | Contact  | Phone  |
|---|---|---|--|--|--|
| City of Elyria, Office of the Engineer<br>151 Court St Ste 303<br>Elyria OH 44035 | City of Elyria Street Resurfacing Phase 1   | Locain                                    | \$ 1,026,719   | Frank Whitehead  | (440) 326-1402   |
| City of Alton<br>701 Municipal Building<br>Alton OH 44306                         | Math Street Corridor Phase 2-City of Alton  | Summit                                    | \$ 14,351,313  | Mark Moore   | (330) 375-2365   |
| City of Cuyahoga Falls<br>2310 Second Street<br>Cuyahoga Falls OH 44221           | West Steels Corners Resurfacing-City of Cuyahoga Falls  | Summit                                    | \$ 724,620   | Ed Chirzarowski  | (440) 353-1900   |
| Summit Metro Parks<br>975 Treaty Line Road<br>Alton OH 44313                      | Cascade Valley Drive Improvements-Summit Metro Parks  | Summit                                    | \$ 198,130   | Lisa King  | (330) 857-5511   |
| ODOT District 3<br>906 Clark Ave<br>Ashland OH 44805                              | ODOT 200115 SR 83 Two Lane Resurfacing Wayne County<br>ODOT 200546 IR 480 Four Lane Resurfacing-Loain County<br>ODOT 200548 SR 3 Two Lane Resurfacing-Medina County                                       | Wayne<br>Loain<br>Medina                  | \$ 5,868,440<br>\$ 3,952,428<br>\$ 2,168,849                 | Eric Calvert<br>Luke Wysocki<br>Eric Calvert                   | (419) 207-7020<br>(440) 386-5414<br>(419) 207-7020                   |
| ODOT District 4<br>2088 South Arlington Rd<br>Alton OH 44306                      | ODOT 200065 US 62 Two Lane Resurfacing Mahoning County<br>ODOT 200208 US 224 Minor Widening-Mahoning County<br>ODOT 200216 D4 SP FY2020 (West)<br>ODOT 200579 SR 11 Four Lane Resurfacing-Tromboul County | Mahoning<br>Mahoning<br>Stark<br>Tromboul | \$ 3,532,227<br>\$ 9,182,682<br>\$ 1,182,528<br>\$ 5,448,081 | Joseph Albano<br>Joseph Albano<br>Bulent Bugh<br>Joseph Albano | (330) 786-3178<br>(330) 786-3178<br>(330) 786-3182<br>(330) 786-3178 |
| ODOT District 12<br>5300 Transportation Blvd<br>Garfield Heights OH 44125         | ODOT 200007 IR 480 Aux Lane Minor Widening - Cuyahoga County<br>ODOT 200082 IR 480 Cuyahoga County<br>ODOT 200372 SR 178-Cuyahoga County  | Cuyahoga<br>Cuyahoga<br>Cuyahoga          | \$ 1,228,246<br>\$ 98,210<br>\$ 14,551,860                   | Peter McHugh<br>Peter McHugh<br>Peter McHugh                   | (216) 584-4019<br>(216) 584-4019<br>(216) 584-4019                   |

ODOT bid work on hand  
bid date 5/25/2023

ODOT prequal 241,652,700.00

ODOT jobs

|        | Contract \$   | Billed        | Balance       | Location                                | Karvo Job # |
|--------|---------------|---------------|---------------|---|-------------|
| 200372 | 14,551,860.11 | 13,364,992.15 | 1,186,667.96  | SR 176 Cuyahoga County                  | 20394       |
| 203006 | 2,346,895.20  | 1,955,315.46  | 391,579.74    | SR 3 Medina County                      | 21414 GLCC  |
| 210181 | 4,788,000.00  | 4,171,837.72  | 616,162.28    | IR 71 Cuyahoga County                   | 21418       |
| 210194 | 1,738,861.00  | 1,395,242.94  | 343,618.06    | D4 PS/P Phase 2                         | 21425       |
| 210026 | 2,038,468.80  | 984,404.72    | 1,054,064.08  | SR 2 Lake County                        | 21426 GLCC  |
| 210240 | 1,088,000.00  | 875,840.40    | 212,159.60    | SR3/SR 162 Medina County                | 21429       |
| 210391 | 7,588,000.00  | 7,205,001.02  | 382,998.98    | SR 18 Medina County                     | 21447       |
| 220131 | 848,087.15    | 817,353.11    | 30,734.04     | SR 91 Cuyahoga County                   | 22470       |
| 220130 | 8,528,000.00  | 4,055,104.23  | 4,472,895.77  | IR 71-05.71 Barter Cuyahoga Co.         | 22471       |
| 220188 | 1,411,494.44  | 1,066,879.55  | 344,614.89    | Wooster Rd/Robinson Summit Co.          | 22473       |
| 220812 | 1,704,544.37  | 654,057.13    | 1,050,487.24  | US 20 Lorain County                     | 22506       |
| 220644 | 2,388,000.00  | 510,882.56    | 1,877,117.44  | SR 687 Stark County                     | 22507       |
| 230045 | 2,648,000.00  | 97,077.88     | 2,550,922.12  | IR 90 Cuyahoga County                   | 23508       |
| 230125 | 2,576,002.13  | 107,560.00    | 2,468,442.13  | SR 94 & SR 162 Medina County            | 23513       |
| 230141 | 8,631,682.68  | 305,444.00    | 8,326,238.68  | E 140th Streetscape Cuyahoga County     | 23515       |
| 230142 | 4,127,026.01  | 562,106.57    | 3,564,919.44  | IR 71 Cuyahoga County                   | 23516       |
| 230270 | 665,008.75    |               | 665,008.75    | CR 662 4th St Resurfacing Summit County | 23534       |
|        |               |               | 29,538,611.20 |   |             |

Non ODOT Jobs

|               |               |               |   |       |
|---------------|---------------|---------------|---|-------|
| 14,331,313.00 | 13,338,991.06 | 992,321.94    | Main Street Corridor - City of Akron      | 20397 |
| 3,488,000.00  | 2,788,610.40  | 699,389.60    | S Main St Widening - City of Hudson       | 22496 |
| 5,917,411.31  | 376,512.00    | 5,540,899.31  | Portage Trail Ext - City of Cuy Falls     | 23509 |
| 1,006,607.25  | 972,160.85    | 34,446.40     | Fenn Rd Resurfacing - Medina County       | 23511 |
| 1,325,482.31  |               | 1,325,482.31  | White Pond Drive - Summit County          | 23518 |
| 167,019.50    | 124,344.50    | 42,675.00     | Sanitarium Rd - Village of Lakemore       | 23519 |
| 2,097,004.50  |               | 2,097,004.50  | Prouty Road - Lake County                 | 23520 |
| 843,449.11    |               | 843,449.11    | Washington St Resurfacing - Geauga County | 23533 |
|               |               | 11,576,688.17 |   |       |

Remaining Prequal 200,638,200.00

**BID GUARANTY AND CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned  
Karvo Companies, Inc., 4524 Hudson Drive, Stow, Ohio 44224

as principal and The Cincinnati Insurance Company

as sureties, are hereby held and firmly bound unto

Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, Ohio 44047

as obligee in the penal sum of the dollar amount of the bid submitted by the

principal to the obligee on July 27, 2023

to undertake the project known as

Various Roads Resurfacing

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of

(\$ ) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

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

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed this 25th day of July, 2023

PRINCIPAL

Karvo Companies, Inc.

BY:

DONALD WORTKOETTER

TITLE:

VICE PRESIDENT

SURETY:

The Cincinnati Insurance Company

BY:

Paul E. Cruciani, Attorney-in-Fact

SURETY COMPANY ADDRESS:

P.O. Box 145496

Street

Cincinnati, Ohio 45250-5496

City State Zip

SURETY AGENT'S ADDRESS:

AssuredPartners of Ohio, LLC

4244 Mt. Pleasant St. NW, Suite 200

North Canton, Ohio 44720

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Darren J. Faye; Paul E. Cruciani; Theresa Guiser; Janet L. Roberts and/or Carly Mussey-Widener

of North Canton, Ohio

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public – State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 25th day of July, 2023



*Ed H.*



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company  
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company  
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY  
FINANCIAL STATEMENT  
DECEMBER 31, 2022

ASSETS

|                              |                                |
|------------------------------|--------------------------------|
| Cash                         | \$ 854,207,085                 |
| Bonds                        | 7,306,257,086                  |
| Stocks                       | 6,879,874,924                  |
| Agents Balance Receivable    | 2,169,988,297                  |
| All Other Admitted Assets    | 904,368,277                    |
| <b>TOTAL ADMITTED ASSETS</b> | <b><u>\$18,114,695,649</u></b> |

LIABILITIES

|                                       |   |
|---------------------------------------|---|
| Reserve for Losses and Loss Expense   | \$ 7,003,389,887  |
| Reserve for Unearned Premiums         | 3,299,213,929   |
| All Other Liabilities                 | 1,300,399,861   |
| Capital                               | \$ 3,586,355  |
| Surplus                               | 6,508,105,617   |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>6,511,691,972</u></b><br><b><u>\$18,114,695,649</u></b> |

State of Ohio  
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2022 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer  
Senior Vice President, Treasurer

Subscribed and sworn before me this 22<sup>nd</sup> day of February 2023.



RACHEL ELLEN UNDERWOOD  
Notary Public  
State of Ohio  
My Comm. Expires  
June 7, 2027

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

### Certificate of Compliance



Issued 06/14/2023

Effective 04/02/2023

Expires 04/01/2024

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

#### CINCINNATI INSURANCE COMPANY, THE

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

##### Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$18,114,695,649, liabilities in the amount of \$11,603,003,678, and surplus of at least \$6,511,691,972.

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

Handwritten signature of Judith L. French in black ink.

Judith French, Director





Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Karvo Companies Inc**  
Date: **8/2/2023 9:18:30 AM**

This search produced the following list of **1** possible matches:

| Name/Organization | Address                    |
|-------------------|----------------------------|
| Karl King LLC     | 5988 Bear Creek Drive #416 |

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.




Signature Page

Agreement Title: County Engineer #312  
Resurfacing Various County Roads 1.5" Hot Asphalt Concrete

Contract expected:

By: Ashtabula County Board of Commissioners

  
\_\_\_\_\_  
Casey Kozlowski, Commissioner

  
\_\_\_\_\_  
J.P. Ducro IV, Commissioner

  
\_\_\_\_\_  
Kathryn Whittington, Commissioner

Dated: 8-15, 2023

