

**2025 Bituminous Material
January 30, 2025
10:00 A.M.**

Company Name _____

Contact Name _____

Email Address _____

Street Address _____

City, State _____

Zip Code _____

Phone _____

Fax _____

To be considered a valid bidder, you must either pick up a contract book at our office and be added to the bidders list or fax this registration form to us at least **4 days prior to the bid opening** to be added to the bidders list. Subcontractors and suppliers are encouraged but not required to register as a contract holder.

To be a qualified bidder you must fax this sheet back to our office. If this is not done, your bid will be rejected.

Fax completed form to:

Defiance County Engineer's Office: (419) 782-3031

**SPECIFICATIONS AND BIDDING DOCUMENTS
DEFIANCE, OHIO**

2025 BITUMINOUS MATERIAL

**FOR
BOARD OF COUNTY COMMISSIONERS
DEFIANCE COUNTY, OHIO**

**Prepared by:
Defiance County Engineer
510 Court Street, Ste. 201
Defiance, Ohio 43512**

WARREN J. SCHLATTER, P.E., P.S.

LEGAL NOTICE

Sealed proposals will be received by the Board of County Commissioners, Defiance County, Ohio, for the following improvements:

2025 BITUMINOUS MATERIAL

until ***10:00 o'clock A.M., Local Time, THURSDAY, JANUARY 30, 2025*** at which time the proposals will be publicly opened and read. Bids may be hand delivered or mailed to the Board of County Commissioners, 500 Court Street, Defiance, Ohio. 43512.

The above materials are to be in accordance with the specifications now on file in the Office of the Defiance County Engineer. Copies of the Bid Document may be obtained at the Office of the County Engineer, located at 510 Court Street, Ste. 201, Defiance, Ohio, 43512, between 8:00 a.m. and 4:30 p.m. or by logging on to <http://www.defiance-county.com/engineer/bids.html> and downloading the contract.

The Board of County Commissioners reserves the right to reject any or all bids.

Liz Stuart, Clerk
Defiance County Commissioners

Warren J. Schlatter, P.E., P.S.
Defiance County Engineer

Advertise on: **JANUARY 16, 2025**

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as *_____. To the Defiance County Board of County Commissioners (hereinafter called "OWNER"). In compliance with your Legal Notice, BIDDER hereby proposes to perform all WORK for the **2025 BITUMINOUS MATERIAL**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

It is understood that separate sealed BIDS will be received by the Board of County Commissioners ***until 10:00 A.M. (Local Time), THURSDAY JANUARY 30, 2025*** and then at the Office of the County Commissioners, they shall be opened and read aloud.

It is understood that the Legal Notice is considered a part of this BID as if herein set out verbatim, or if not attached, as if hereto attached. By submission of this BID, each BIDDER certified and in the case of a joint BID each party thereto certified as to his own organization that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Each bid shall contain the full name and correct address of every person, firm or company interested in same, and shall be accompanied by a certified check or cashier's check upon a solvent bank in the amount of 10% of the bid or a bond executed by a surety company authorized to do business in Ohio, for a sum equal to the amount of the bid submitted, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

The right is reserved by the Board of County Commissioners to reject any and all Bids, to waive any informality in Bids received, and to accept any Bid which is deemed to be most favorable to the Board of County Commissioners. No Bidder may withdraw his Bid for a period of sixty (60) days after the scheduled closing time for the receipt of Bids.

* Insert "A corporation", "A partnership", or "An individual" as applicable.

BID (Cont)

PROPOSAL AND SPECIFICATIONS

In accordance with the Legal Advertisement herewith attached, the Board of County Commissioners proposes to take bids on **2025 BITUMINOUS MATERIAL** for themselves and various Government Agencies.

The Defiance County Commissioners reserve the right to reject any, any portion of or all bids.

BITUMINOUS MATERIAL

Various grades of asphalt, the total estimated requirements for all grades to be approximately **335,000 gal.** Supplier to submit unit price bid for pick-up at suppliers plant or delivered in tanker loads to any point in Defiance County.

<u>Grade</u>	<u>Quantity</u>	<u>Unit Price Pick-Up</u>	<u>Unit Price Delivered</u>
RS 2	200,000 Gal.	\$ _____	\$ _____
RS 2P	55,000 Gal.	\$ _____	\$ _____
AEP Prime	20,000 Gal.	\$ _____	\$ _____
SS1H-DILUTED	10,000 Gal.	\$ _____	\$ _____
HFRS2P	10,000 Gal.	\$ _____	\$ _____
Other (State)			
_____		\$ _____	\$ _____
_____		\$ _____	\$ _____
_____		\$ _____	\$ _____

Bid (cont)

Bid Submitted By:

Date: _____

Company Name

Signature

Address

(Area Code) Telephone Number

City, State, Zip

Bidder must guarantee their bid price to **DECEMBER 31, 2025**.

These bids shall cover all materials bid for Defiance County and all townships within Defiance County.

Each bid shall contain the full name and correct address of every person, firm or company interested in same.

Bidders are requested to submit their bids on this form.

The Defiance County Commissioners reserve the right to reject any, any portion of or all bids.

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ (Name and address) as Principal, and _____ (Name) as Sureties, are hereby held and firmly bound unto the BOARD OF DEFIANCE COUNTY COMMISSIONERS, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the OWNER on **THURSDAY, JANUARY 30, 2025** to undertake the project known as:

2025 BITUMINOUS MATERIAL

The penal sum referred to herein shall be the dollar amount of the principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of: _____ dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in the 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 on the above referred to 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, detailed, 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 connecting with the resubmission, of printing, new contract document, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and material 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 material man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; 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.

Bid Guaranty and Contract Bond (cont)

The above Surety hereby certifies that it is authorized by the superintendent of insurance, State of Ohio to execute the above bond and that the liability incurred is within the limits prescribed by Section 3929.121 of the Ohio Revised Code.

The said surety hereby stipulates and agrees that no modification, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligation of said surety on its bond and does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or in or to the plans and specifications.

SIGNED AND SEALED This _____ day of _____, 20 ____.

Principal:

Company Name

By: _____
Printed Name

Title: _____

Surety:

By: _____
Attorney-in-fact

Surety Company Address:

Surety Agent's Address:

List of clients to whom your firm has sold material to in the past five years:

<u>Client Name</u>	<u>Address</u>	<u>Telephone No.</u>	<u>Equipment Sold</u>
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**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES**

O.R.C. §5719.042

"After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof."

STATE OF OHIO:
DEFIANCE COUNTY

The undersigned, being first duly sworn, having been awarded a contract by you for **2025 BITUMINOUS MATERIAL** hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

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

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The _____ (Name of Contractor) does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Signature

Title

Date

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

Notary Public

Jill R. Little
Defiance County Auditor
500 Second St., Suite 301
Defiance, OH 43512
419-782-5311 Fax: 419-784-2761

DEFIANCE COUNTY VENDOR PAYMENT AUTHORIZATION

Vendor Information (Print or Type this form)

Name _____
Address _____

Phone # _____ Fax # _____
E-mail Address _____
Federal ID Number _____

I hereby authorize Defiance County to make ACH payments to the following account in lieu of checks to the named financial institution listed below:

Account Information _____ Checking _____ Savings

Financial Institution Name _____
Branch Location/Address _____
Financial Institution Routing Number _____
Your Account Number _____

This authority is to remain in effect until Defiance County's Auditor's Office has received written notification from the undersigned of its termination and have a reasonable opportunity to act on it.

Printed Name _____ Date _____

Signature _____

Title _____

Office Use Only:	
Vendor #	_____
Pre-note Date	_____
1 st ACH Payment Date	_____



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number or Employer Identification Number

0000 - 00 - 000000

First Name

MI

Last Name

JILL - - LITTLE

Name of Current Employer

DEFIANCE COUNTY

STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

DEFIANCE COUNTY

Employer Contact

First Name

MI

Last Name

JILL - - LITTLE

Employer Code

Employer Contact Phone Number

2063 - 08

419-782-5311

Service Provided to Public Employer

Start Date of Service

End Date of Service

Month Day Year

Month Day Year

/ /

/ /

(THIS FORM IS FOR 5 OR LESS EMPLOYEES)

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. If entering into a contract to provide services as an independent contractor to the same employer from which you retired, or to any employer if less than two months after the retirement allowance commences, the pension portion of your benefit will be forfeited during the period of the contract. The annuity portion of your benefit will be suspended and will be paid in a lump sum upon termination of the contract.

This acknowledgement will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date _____ / ____ / ____
Do not print or type name

United States of America
State of Ohio
Office of the Secretary of State

EXAMPLE
- out of state -

*I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show **BROOKS CONSTRUCTION COMPANY**, an Indiana corporation, having qualified to do business within the State of Ohio on January 13, 1975 under License No. 462110 is currently in **GOOD STANDING** upon the records of this office.*



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 5th day of May, A.D. 2008*

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State

Validation Number: V2008125M3A419



Department of Administrative Services
Equal Opportunity Division

EXAMPLE

7/12/2012

Brent Gerken
Gerken Paving Inc.
9-072 US 24
Napoleon, OH 43545

Dear Brent Gerken:

SUBJECT: Certificate of Compliance
Effective Dates: 7/12/2012 through 01/08/2013

As you are aware, a company desiring to participate on State of Ohio and state-assisted construction contracts must demonstrate to this Office that the company has complied with all applicable federal and state affirmative action programs for at least the last five years.

After careful review of the affirmative action documentation you provided to this office, and pursuant to the requirements set forth in Section 9.47 of the Ohio Revised Code, the Equal Opportunity Division of the Ohio Department of Administrative Services has determined that there are no apparent violations of any affirmative action program with which the Gerken Paving Inc. is required to comply. This letter shall serve as the State's official certification to this effect.

In order for the Gerken Paving Inc. to maintain its certification status in this regard, it must ensure equal employment opportunity in accordance with all applicable State and Federal EEO laws, rules, regulations and guidelines.

As the Certificate of Compliance Program indicates, the State of Ohio values diversity among its business partners and their employees, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company with this approval of your affirmative action program efforts. If you need any assistance or have questions about the Certificate of Compliance Program, its objectives or its operation, please contact the Equal Opportunity Division's Construction Compliance Unit at 614.466.8380.

Sincerely,

Richard M. Scott
State EEO Coordinator
Ohio Department of Administrative Services

Service. Support. Solutions for Ohio Government

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228
Phone 614.466.8380 | FAX 614.728.5628
Web: www.das.ohio.gov/eod

The State of Ohio is an equal opportunity employer.

John Kasich, Governor
Robert Blair, DAS Director
Richard M. Scott, Deputy Director/State EEO Coordinator

RELEASE OF LIENS

To Whom It May Concern:

Please take notice that we, the undersigned laborers, mechanics, contractors, subcontractors, and/or suppliers, who have been employed, or who furnished the material on the public contract for the project known as _____ and owned by _____

DO CERTIFY, THAT in consideration of amounts paid to us, we, and each of us do hereby release all rights of liens against said project, property, and improvements on said property in favor of the owner, any private individual, bank, or loan association that may have been made, or that may make a loan on said property, and we further state that the Owner of said project on said property has paid us in full up to his date including all State and Federal Tax obligations as per his agreement with us for the construction of the same. We further certify that all our employees, suppliers, subcontractors, agents, etc. have been paid in full for all labor and/or material furnished on said project.

	Printed Name & Signature of Contractor/Subcontractor/Laborers	Type of Work	Dollar Amount	Date	Phone
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

To: OWNER

I, THE CONTRACTOR, hereby represent and certify unto you that the signatures signed to the above Release of Liens, comprise a true, full and complete list of all businesses and persons who have contracted for or furnished any and all materials, labor, and fixtures of every description for, in or about the erection, construction, repair or improvement on the above project, or who are or have been subcontractors upon said project, or any part thereof, or for furnishing any and all fixtures or improvements to said project under any contract or agreement with the undersigned.

Contractor further states that the matters and things stated herein are, to the best of his knowledge and belief, true.

Dated and signed this ____ day of _____, 20__.

Contractor/Subcontractor/Laborer Signature

NOTARY:

Subscribed and sworn before me this ____ day of _____, 20__.

Notary:
My Commission Expires:

- Example -

RELEASE OF LIENS

To Whom It May Concern:

Please take notice that we, the undersigned laborers, mechanics, contractors, subcontractors, and/or suppliers, who have been employed, or who furnished the material on the public contract for the project known as Project name and owned by Def. Engineer's Office

DO CERTIFY, THAT in consideration of amounts paid to us, we, and each of us do hereby release all rights of liens against said project, property, and improvements on said property in favor of the owner, any private individual, bank, or loan association that may have been made, or that may make a loan on said property, and we further state that the Owner of said project on said property has paid us in full up to his date including all State and Federal Tax obligations as per his agreement with us for the construction of the same. We further certify that all our employees, suppliers, subcontractors, agents, etc. have been paid in full for all labor and/or material furnished on said project.

	Printed Name & Signature of Contractor/Subcontractor/Laborers	Type of Work	Dollar Amount	Date	Phone
1.	<u>Contractors Name</u>	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

To: OWNER

I, THE CONTRACTOR, hereby represent and certify unto you that the signatures signed to the above Release of Liens, comprise a true, full and complete list of all businesses and persons who have contracted for or furnished any and all materials, labor, and fixtures of every description for, in or about the erection, construction, repair or improvement on the above project, or who are or have been subcontractors upon said project, or any part thereof, or for furnishing any and all fixtures or improvements to said project under any contract or agreement with the undersigned.

Contractor further states that the matters and things stated herein are, to the best of his knowledge and belief, true.

NOTARY FILLS THIS OUT

Dated and signed this _____ day of _____, 20__.

Contractor/Subcontractor/Laborer Signature

NOTARY:

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

Notary:
My Commission Expires:

**Affidavit Of Compliance
PREVAILING WAGES**

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

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

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

(Signature of Officer or Agent)

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

(Notary Public)

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

LAW1003