

## OPWC TOWNSHIP ROAD IMPROVEMENTS

**Bid Date: August 4, 2025**

**Bid Opening Time: 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 or email 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 or email this sheet back to our office. If this is not done, your bid will be rejected.**

Fax completed form to: Paulding County Engineer's Office @ (419) 399-3363 or email to [engineer@pcohio.us](mailto:engineer@pcohio.us).

**LEGAL NOTICE**  
**OPWC Township Road Improvements**

Sealed bids will be received by the Board of County Commissioners of Paulding, Ohio, at 451 McDonald Pike, Paulding, Ohio, 45879 until **10:00 A.M., D.S.T. on August 4, 2025.**

**Proposal 1:** OPWC Township Road Improvements I

Engineer's Estimate \$294,419

**Proposal 2:** OPWC Township Road Improvements II

Engineer's Estimate \$344,182

**Completion Deadline for each proposal is November 1, 2025. Each proposal will be awarded separately.**

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. The owner intends and requires that this project be completed as listed above.

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

Bidders must comply with the prevailing wage rates on Public Improvements in Paulding County as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

All contractors shall follow all applicable Federal and State OSHA regulations. The contractor shall also hold the County Engineer harmless for any violations or fines received while engaged in this project.

All contractors must provide current Certificate of Liability Insurance Coverage for \$1,000,000 along with a current Certificate of Worker's Compensation Coverage, before they can be hired to perform any type of work for Paulding County.

**All materials shall conform to the latest version of the State of Ohio Department of Transportation Construction and Material Specifications.**

Sealed bids shall be in writing and in accordance with specifications furnished by Paulding County and on file in the Offices of the Paulding County Engineer and Commissioners.

Bids are to be sealed and addressed to the Clerk of the Board of Commissioners of Paulding County, Ohio, and bids on the above-named items to be marked:

**PROPOSAL: "OPWC Township Road Improvements"**

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

**BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, PAULDING COUNTY, OHIO**  
**Heather Barnhouse, Clerk Board of Commissioners**

## **2025 Asphalt Paving Paulding County**

**The work for which this proposal is invited consists of the following projects:**

### **Proposal 1 – Township OPWC Paving, Benton and Harrison Townships**

**1) Benton Township 33 from TR 60 to CR 72 2,354' x 16'**

**Scope:** This work will require placing a 0.5" intermediate scratch course and a 1.5" surface course of SS 823 Asphalt Concrete. The surface course will be placed with a minimum depth of 1.5" over the crown or highest portion of the roadway. All driveway approaches will be paved and tapered sufficiently down to driveway grade when SS823 is laid. Item 617 compacted aggregate will be placed 1.5' wide and 2" thick along the edge of the road and traffic will be maintained.

**2) Benton Township 55 from TR 80 to TR-88 1,375' x 16'**

**Scope:** This work will require placing a 0.5" intermediate scratch course and a 1.5" surface course of SS 823 Asphalt Concrete. The surface course will be placed with a minimum depth of 1.5" over the crown or highest portion of the roadway. All driveway approaches will be paved and tapered sufficiently down to driveway grade when SS823 is laid. Item 617 compacted aggregate will be placed 1.5' wide and 2" thick along the edge of the road and traffic will be maintained.

**3) Benton Township 12 from SR 49 to ½ mile West 2,640' x 16'**

**Scope:** This work will require placing a 0.5" intermediate scratch course and a 1.5" surface course of SS 823 Asphalt Concrete. The surface course will be placed with a minimum depth of 1.5" over the crown or highest portion of the roadway. All driveway approaches will be paved and tapered sufficiently down to driveway grade when SS823 is laid. Item 617 compacted aggregate will be placed 1.5' wide and 2" thick along the edge of the road and traffic will be maintained.

**4) Harrison Township 94 from TR 1 to TR 5 2,500' x 16'**

**Scope:** This work will require Cement Stabilization, 2 passes, 12" deep, and 18' in width. This also requires placing a 1.5" intermediate scratch course and a 1.5" surface course of SS 823 Asphalt Concrete. The surface course will be placed with a minimum depth of 1.5" over the crown or highest portion of the roadway. All driveway approaches will be paved and tapered sufficiently down to driveway grade when SS823 is laid. Item 617 compacted aggregate will be placed 1.5' wide and 2" thick along the edge of the road and traffic will be maintained.

## **Proposal 2 – Township OPWC Paving, Emerald, Latty, and Washington Townships**

### **1) Emerald Township 162 from TR 121 to Village 5,686' x 16'**

**Scope:** This work will require placing a 0.5" intermediate scratch course and a 1.5" surface course of SS 823 Asphalt Concrete. The surface course will be placed with a minimum depth of 1.5" over the crown or highest portion of the roadway. All driveway approaches will be paved and tapered sufficiently down to driveway grade when SS823 is laid. Item 617 compacted aggregate will be placed 1.5' wide and 2" thick along the edge of the road and traffic will be maintained.

### **2) Latty Township 82 from SR 637 to CR-151 5,283' x 16'**

**Scope:** This work will require placing a 0.5" intermediate scratch course and a 1.5" surface course of SS 823 Asphalt Concrete. The surface course will be placed with a minimum depth of 1.5" over the crown or highest portion of the roadway. All driveway approaches will be paved and tapered sufficiently down to driveway grade when SS823 is laid. Item 617 compacted aggregate will be placed 1.5' wide and 2" thick along the edge of the road and traffic will be maintained.

### **3) Washington Township 30 from CR 151 to CR 165 5,296' x 10'**

**Scope:** This work will require placing a 0.5" intermediate scratch course and a 1.5" surface course of SS 823 Asphalt Concrete. The surface course will be placed with a minimum depth of 1.5" over the crown or highest portion of the roadway. All driveway approaches will be paved and tapered sufficiently down to driveway grade when SS823 is laid. Item 617 compacted aggregate will be placed 1.5' wide and 2" thick along the edge of the road and traffic will be maintained.

**The time for completion of these projects is October 31, 2025.**

**All invoiced work on Proposal 1 and Proposal 2 shall be kept separate by Township and invoiced to the Paulding County Engineer's Office that way.**

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.

**ADVERTISING DATES:** July 14, 2025  
July 21, 2025  
July 28, 2025

**BID OPENING:** August 4, 2025

**Scott A. Strahley, P.E., P.S.  
Paulding County Engineer**

## INTRODUCTION

It is the intent of these **CONTRACT DOCUMENTS** to serve as the basis for preparing a contractors' estimate of cost, or the contractors bid; to show engineering intent and to set a level of equality of workmanship and performance; and as the basis for the written contract or agreement between **OWNER AND CONTRACTOR**.

They represent the composite of the requirements of the **ENGINEER**, the **OWNER** and any and all funding agencies. An effort has been made, insofar as is practicable, to minimize any duplication or conflict in requirements or standards or performance and workmanship. Insomuch as this is not always possible, there may be contained herein some conflicting requirements or standards. When such is the case, the more stringent requirements shall always govern, unless stated otherwise. Likewise, Supplemental Provisions will amend and/or add to the Standard Provisions and shall always have precedence over the provisions to which they are a supplement.

The **ENGINEER**, acting as the **OWNER'S** representative, shall interpret the intent of the **CONTRACT DOCUMENTS** in a fair and unbiased manner and shall decide any and all questions which may arise as to quality and acceptability of materials furnished and work performed.

## INFORMATION FOR BIDDERS

**BIDS** will be received by the Paulding County Board of Commissioners (herein the "**OWNERS**"), until **10:00 A.M. (D.S.T.) August 4, 2025**, and then at the County Commissioners' Office, publicly opened and read aloud. **BIDS** may be hand delivered or mailed to the Board of County Commissioners and received prior to the date and time of Bid Opening.

Each **BID DOCUMENT** must be submitted in a sealed envelope. Each sealed envelope containing a **BID** must bear on the outside the name of the **BIDDER**, his address, his address, his license number, if applicable, and the name of the project for which the **BID DOCUMENT** is submitted. If forwarded by mail, the sealed envelope containing the **BID** must be enclosed in another envelope addressed to the Board of County Commissioners, 451 McDonald Pike, Suite E, Paulding, Ohio 45879.

**ALL BIDS** must be made on the required **BID** form provided in the Specifications and Bidding Documents. All blank spaces for **BID** prices must be filled in, in ink or typewritten, and the **BID** form must be fully completed and executed when submitted. Only one copy of the **BID** form is required.

The **OWNER** may waive any informalities or minor defects or reject any and all **BIDS**. Any **BID** may be withdrawn prior to the above scheduled time for the opening of **BIDS** or authorized postponement thereof. Any **BID** received after the time and date specified shall not be considered. No Bidder may withdraw a **BID** within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the **OWNER** and the **BIDDER**.

**BIDDERS** must satisfy themselves of the accuracy of the estimated quantities in the **BID** schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After **BIDS** have been submitted, the **BIDDER** shall not assert that there was a misunderstanding concerning the quantities of **WORK** or of the nature of the **WORK** to be done.

Information obtained from an officer, agent, or employee of the **OWNER** or any other person shall not affect the risks or obligations assumed by the **CONTRACTOR** or relieve him from fulfilling any of the conditions of the Contract.

Each **BID** must be accompanied by a Bid Bond, payable to the **OWNER**, executed by a surety company authorized to do business in Ohio, for a sum equal to the amount of the bid submitted or a certified check or cashier's check upon a solvent bank in the amount of ten (10) percent of the bid. As soon as the **BID** prices have been compared, the **OWNER** will return the bonds of all except the three lowest responsible **BIDDERS**.

When the Agreement is executed, the bonds of the remaining unsuccessful **BIDDERS** will be returned. The Bid Bond of the successful **BIDDER** will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A performance bond and a payment bond, each in the amount 100 percent of the **CONTRACT PRICE**, with a corporate surety approved by the **OWNER**, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign **BID** bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when **NOTICE OF AWARD** is delivered to the Bidder. The **NOTICE OF AWARD** shall be accompanied by the necessary Agreement and bond forms. In case of failure of the **BIDDER** in default, in which case the BID bond accompanying the proposal shall become the property of the **OWNER**.

The **OWNER** within 10 days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the **OWNER** not execute the Agreement within such period, the **BIDDER** may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the **OWNER**.

The **NOTICE TO PROCEED** shall be issued within 10 days of the execution of the Agreement by the **OWNER**. Should there be reasons why the **NOTICE TO PROCEED** cannot be issued within such period the time may be extended by mutual agreement between the **OWNER** and **CONTRACTOR**. If the **NOTICE TO PROCEED** has not been issued within the 10 day period or within the period mutually agreed upon, the **CONTRACTOR** may terminate the Agreement without further liability on the part of either party.

The **OWNER** may make such investigations as he deems necessary to determine the ability of the **BIDDER** to perform the **WORK**, and the **BIDDER** shall furnish to the **OWNER** all such information and data for this purpose as the **OWNER** may request.

The **OWNER** reserves the right to reject any **BID** if the evidence submitted by, or investigation of, such **BIDDER** fails to satisfy the **OWNER** that such **BIDDER** is properly qualified to carry out the obligations of the Agreement and to complete the **WORK** contemplated therein.

A conditional or unqualified **BID** will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each **BIDDER** is responsible for inspecting the site and for reading and being thoroughly familiar with the **CONTRACT DOCUMENTS**. The failure or omission of any **BIDDER** to do any of the foregoing shall in no way relieve any **BIDDER** from any obligation in respect to his **BID**.

The low **BIDDER** must supply the names and address of major material suppliers and subcontractors when requested to do so by the **OWNER**.

The **ENGINEER** is The Paulding County Engineer, Scott A. Strahley, P.E., P.S., 801 West Wayne Street, Paulding, Ohio 45879, (419) 399-2344.

This project will be governed by Prevailing Wage Rates as described in Section 4115 of the Ohio Revised Code. All rules and regulations as set forth in Section 4115, OR, shall be conformed to by the successful bidder.

The **BIDDER** is expected to carefully examine the site of the proposed work, the proposal, plans, specifications and contract forms. He shall satisfy himself as to character, quality, and quantities of work to be performed, materials to be furnished, and as the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the **BIDDER** has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Each **BIDDER** shall furnish the **OWNER** satisfactory evidence of this competency to perform the proposed work. Such evidence of competency unless otherwise specified, shall consist of statements covering the **BIDDER'S** past experience on similar work, a list of equipment that would be available for the work, and the list of key personnel that would be available. In addition, each **BIDDER** shall, if requested, furnish the **OWNER** satisfactory evidence of his financial responsibility. Such evidence of financial responsibility shall consist of a confidential statement or report of the **BIDDER'S** financial resources and liabilities as of the last calendar year or the **CONTRACTOR'S** last fiscal year. Such statement, or reports, shall be certified by a public accountant. Such statement shall also indicate whether **CONTRACTOR'S** financial responsibility is approximately the same as stated; and if it has changed, the Bidder shall qualify the statement or report to reflect his true financial condition at the time of submitting the proposal.

In lieu of the above-mentioned statement of financial responsibility, the **BIDDER** may submit evidence that he is pre-qualified with the Ohio Department of Transportation and is on the current "bidder's list" of the state in which the proposed work is located.

The **Contractor** must provide current Certificate of Liability Insurance Coverage for \$1,000,000.00 along with a current Certificate of Worker's Compensation Coverage.

The **Contractor** shall indemnify and hold harmless the **Owner** and the **Engineer** and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including but not limited to the work) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the **Contractor**, any **Subcontractor**, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them maybe liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the **Owner** or the **Engineer** or any of their agents or employees by an employee of the **Contractor**, **Subcontractor**, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this **Hold Harmless Agreement** shall not be limited in any way by any limitation on the amount payable by or for the **Contractor** or any **Subcontractor** under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the **Contractor** under this **Hold Harmless Agreement** shall not extend to any claim, damage, loss or expense for which the **Engineer** is legally liable arising out of professional services performed by the **Engineer**, his agents, or employees, including (a) the preparation of maps, plans, opinions, reports, surveys, designs or specifications, and (b) periodic observation of the work or engineering services.



## BID

Proposal of \_\_\_\_\_ (hereinafter called "**BIDDER**"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \* \_\_\_\_\_ To the Paulding County Board of County Commissioners (hereinafter called "**OWNER**"). In compliance with your Legal Notice and Invitation to Bid, **BIDDER** hereby proposes to perform all **WORK** for the Various Roads, throughout Paulding County, 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 **10:00A.M. (Daylight Savings Time), August 4, 2025**, and then at the Office of the County Commissioners, they shall be opened and read aloud.

It is understood that the Legal Notice, Invitation to Bid, Information for Bidders, Plans and Specifications are 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.

**BIDDER** herein agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the **PROJECTS** by **November 1, 2025**. **BIDDER** further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter.

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

Accompanying this **BID** is a certified check or **BID BOND** in the amount of \$\_\_\_\_\_ payable to the Paulding County Board of Commissioners which shall be retained as liquidated damages by the **OWNER** if the undersigned fails to execute a contract in conformity with the provisions of these **CONTRACT DOCUMENTS** within ten (10) days after receipt of notice of award of contract to the undersigned.

**BIDDER** acknowledges receipt of the following **ADDENDUM**:

\_\_\_\_\_  
\_\_\_\_\_

**BIDDER** agrees to perform all the work described in the **CONTRACT DOCUMENT** for the following prices or lump sum prices.

**Name, Address, and Zip Code of Bidder (Industrial, Partnership, or Corporation)**

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**Telephone Number and Area Code**

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**The information contained in this bid is accurate and complete. I am authorized to sign this bid and any subsequent contracts in the name of the Bidder listed above.**

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**All materials shall conform to the latest version of the State of Ohio Department of Transportation Construction and Material Specifications.**

[illegible]