

**2026 Bituminous Materials
Bid Documents
Bid Opening: February 19, 2026
10:30 AM**

Company Name _____

Contact Name _____

Email Address _____

Street Address _____

City, State, Zip Code _____

Phone _____

Addendums can potentially be issued as late as the day before the bid opening. Completing and returning this form ensures you will be directly informed of any addendums.

Email or Fax completed form to Putnam County Engineer's Office:

michael.lenhart@putnamcountyohio.gov

Fax: (419) 523-6014

**SPECIFICATIONS AND BIDDING DOCUMENTS
OTTAWA, OHIO**

2026 BITUMINOUS MATERIALS

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

**Prepared by:
Putnam County Engineer
245 E. Main St., Suite 205
Ottawa, Ohio 45875**

MICHAEL L. LENHART, P.E., P.S.

LEGAL NOTICE

NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Putnam County Commissioners, 245 E. Main St., Ottawa, OH 45875, until 10:30 AM on Thursday, February 19, 2026 for furnishing materials necessary for the:

2026 Bituminous Materials

and at said time and place, shall be publicly opened and read aloud.

All information for Bidders, specifications, bid documents, or maps for this project are posted on the internet and may be viewed and obtained on the Engineer's web page at

<https://putnamcountyohio.gov/bid-info/>.

Cindy Landwehr, Clerk
Putnam County Commissioners

Michael L. Lenhart, P.E., P.S.
Putnam County Engineer

Advertise beginning on Wednesday, February 4, 2026.

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as * _____. To the Putnam County Board of County Commissioners (hereinafter called "OWNER"). In compliance with your Legal Notice, BIDDER hereby proposes to perform all WORK for the **2026 BITUMINOUS MATERIALS**, 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 10:30 AM (Local Time), THURSDAY, FEBRUARY 19, 2026*** 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 certifies and in the case of a joint BID each party thereto certifies 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.

Approved on County's behalf as to form:

By: _____
For: Prosecuting Attorney

Date: _____

BID (cont.)**PROPOSAL AND SPECIFICATIONS**

In accordance with the Legal Advertisement herewith attached, the Board of County Commissioners proposes to take bids on **2026 BITUMINOUS MATERIALS** for themselves and various Government Agencies.

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

2026 BITUMINOUS MATERIALS

The total estimated requirements for all grades of asphalt to be approximately **200,000 gal.** Supplier to submit unit price bid for pick-up at supplier's plant or delivered in tanker loads to any point in Putnam County.

2023 ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS 407, 422, 702

<u>Grade</u>	<u>Quantity</u>	<u>Unit Price Pick-Up</u>	<u>Unit Price Delivered</u>
HFRS 2P	160,000 Gal.	\$_____	\$_____
MWS 90	5,000 Gal.	\$_____	\$_____
SS1H-DILUTED (FOG SEAL)	35,000 Gal.	\$_____	\$_____

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, 2026.**

These bids shall cover all materials bid for Putnam County and all townships within Putnam 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 Putnam 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 PUTNAM 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, FEBRUARY 19, 2026 to undertake the project known as:

2026 BITUMINOUS MATERIALS

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

Bid Guaranty and Contract Bond (cont.)

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.

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:

Client Name

Address

Telephone No.

Equipment Sold

[illegible]

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES**

O.R.C. §5719.042 (amended by HB 166, §1, eff. 9/8/2016)

“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, all of the following apply:

(A) The fiscal officer shall transmit a copy of the statement to the county treasurer within thirty days of the date it is submitted.

(B) A copy of that statement shall be incorporated into the contract.

(C) No payment shall be made with respect to any contract to which this section applies unless that statement has been incorporated as required under division (B) of this section.”

STATE OF _____:

COUNTY OF _____:

The undersigned, being first duly sworn, having been awarded a contract by you for **2026 BITUMINOUS MATERIALS** 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 _____, 2026.

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 _____, 2026.

Notary Public