



David A. Uhl, Ph.D.
Superintendent

**FAIRFIELD COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

795 College Avenue 740-652-7220
Lancaster, Ohio 43130 fax 740-687-7250

Sealed proposals will be received by the Fairfield County Board of Developmental Disabilities, 795 College Avenue, Lancaster, OH 43130 until **9:00 am. on May 1st, 2025**, from contractors for:

Fores Rose School Driveway and Parking lot Paving

Proposals must be submitted in a sealed envelope marked:

PROPOSAL FOR:

Forest Rose Driveway and Parking lot Paving

INSTRUCTIONS TO THE CONTRACTOR

1. The Director of Operations reserves the right to reject any or all proposals, waive any informality in same, or to accept any proposal or combination of proposals deemed most advantageous to the County's interest.
2. Purchase order for work under this proposal will obligate the contractor to comply with federal, state, and local laws, statutes, and ordinances including licensing of Contractors, wage rates, and non-discriminating hiring practices. This is not a prevailing wage project.
3. The solicitation for proposals may be canceled by the Fairfield County Board of Developmental Disabilities, and any proposal may be rejected as a whole or in part for good cause when it is in the best interests of Fairfield County Board of Developmental Disabilities. Fairfield County Board of Developmental Disabilities reserves the right to accept or reject any or all proposals and to waive any irregularities in the proposal procedure.
4. The following items shall be used without variation by all contractors and submitted with the proposal.
 - a. Price Proposal form
 - b. Personal property tax disclosure affidavit
 - c. Acknowledgment of R.C.307.901
5. All questions about the meaning or intent of the proposal documents are to be submitted to Fairfield County Board of Developmental Disabilities, attention Todd McCullough, in writing. Interpretations or clarifications considered necessary by Fairfield County Board of Developmental Disabilities in response to such questions will be issued in writing by mail or delivered to all parties. Questions received less than five days prior to the date for proposal may not be answered. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda

Fairfield County Board of Developmental Disabilities

 740-652-7220

 www.fairfielddd.com

 communications@fairfielddd.com

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may be issued to clarify, correct, or change the bidding documents as deemed advisable by Fairfield County Board of Developmental Disabilities

6. The failure or omission of any contractor to receive or examine any forms, instruments, or document, or visit the site and acquaint himself with the conditions there existing shall in no way relieve any contractor from any obligation with respect to his proposal.
7. Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.
8. Contractors must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
9. The onsite pre-bid meeting will be held on Wednesday, April 23, 2025 at 9:00am. Potential bidders will meet in the Parking Lot at 717 College Ave. Lancaster, OH 43130.
10. Inquiries should be submitted during the inquiry period held from 8:00am on Wednesday, April 23, 2025 through 4:00pm on Monday, April 28, 2025. All inquiries must be submitted in writing to Todd McCullough at Todd.McCullough@fairfielddd.com.
11. All submissions will be opened at 9:15am on Thursday, May 1, 2025 at the Administration Building, 795 College Ave. Lancaster, Ohio 43130. This is open to the public.

PROJECT DESCRIPTION

1. The entry driveway and parking lot to the Forest Rose School is in need of replacement. (See Attached aerial)
2. The work includes excavation of existing asphalt, base and subgrade, type C granular material and 304 aggregate base along with subgrade and proper subgrade, granular and base compaction, proof rolling, paint striping and curb block removal & re-install. See attached plan and cross section. The approximate quantities are as follows:
 - a. Base bid – project area approximately 105,397 sq ft
 - i. Item 204 – excavation of asphalt, base, and subgrade cubic yards
 - ii. Item 204 – subgrade compaction – square yards
 - iii. Item 204 – type B granular material – cubic yards
 - iv. Item 204 – proof rolling – as needed
 - v. Item 304 – aggregate base – 24.1 cubic yards
 - vi. Item 441 – various ” Asphalt surface course – cubic yards
 - vii. Item 441 – 2” Asphalt surface course – 651 cubic yards
 - viii. Item 605 – Underdrains – 4” Corrugated polyethylene drainage – 75 feet
3. The contractor shall submittal one copy of the product data for all materials used for this project for approval prior to the start of the project.
4. The price for the completion of the entire project shall be compensated on a lump sum basis. The price shall include all materials, labor, etc. An alternate price for additional project length.

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5. The work area will be left in a manner such that it is restored to a condition as it was prior to the project. All trash, construction debris, and excess materials shall be removed from the construction site prior to the project being accepted by the Director of Operations.
6. Work for this proposal shall be started on or after June 2, 2025 and shall be completed prior to August 8, 2025. The project shall be completed within four weeks from the actual start date.



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PRICE PROPOSAL FORM

Having examined the documents entitled: **FOREST ROSE DRIVEWAY AND PARKING LOT PAVING** prepared by Fairfield County Board of Developmental Disabilities for the said project, and having inspected the site of, and the conditions affecting and governing the construction of said project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in the said specifications and as shown in the said drawings for the said work for the consideration of the following sum:

Base Bid – Project area approximately 105,397 sq ft

	\$	
In words		In numbers

The undersigned proposes and agrees, if this proposal is accepted, to accept Fairfield County Board of Developmental Disabilities purchase order as an agreement to perform all work as specified or indicated in the proposal documents for the prices and for the times indicated in this proposal and in accordance with the other terms and conditions of the proposal documents. The purchase order will also serve as Notice of Award and Notice to Proceed.

Contractor accepts all of the terms and conditions of the Instructions to Contractors. The proposal will remain subject to acceptance for 60 days after the proposal opening, or for such longer period of time that contractor may agree to in writing upon request of Fairfield County Board of Developmental Disabilities.

In submitting this proposal, the Contractor represents, as set forth in the agreement, that:

The Contractor has visited the site and become familiar with and is satisfied as to the general, local site conditions that may affect cost, progress, and performance of the work.

The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the proposal documents to be employed by contractor, and safety precautions and programs incident thereto.



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The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this proposal for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Proposal Documents.

The Contractor is aware of the general nature of work to be performed by Fairfield County Board of Developmental Disabilities and others at the site that relates to the work as indicated in the proposal documents.

The Contractor has correlated the information known to contractor, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents, and all additional examinations, investigations, explorations, tests, studies, and data with the proposal documents.

The Contractor has given Fairfield County Board of Developmental Disabilities written notice of all conflicts, errors, ambiguities, or discrepancies that the contractor has discovered in the proposal documents, and the written resolution thereof by Fairfield County Board of Developmental Disabilities is acceptable to the Contractor.

The proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this proposal is submitted.

The Contractor further represents that this proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Contractor has not directly or indirectly induced or solicited any other contractor to submit a false or sham bid; contractor has not solicited or induced any individual or entity to refrain from providing a proposal; and the contractor has not sought by collusion to obtain for itself any advantage over any other contractor or over Fairfield County Board of Developmental Disabilities.

In submitting this proposal, it is understood that the right is reserved by Fairfield County Board of Developmental Disabilities to reject any and all bids, or part of any bid, and it is agreed that the proposal may not be withdrawn for a period of thirty (30) days subsequent to the opening of bids without consent of Fairfield County Board of Developmental Disabilities.



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BIDDER SIGNATURE AND INFORMATION (joint ventures must complete one column for each member)

Complete below for joint ventures:

Bidder's Name

Bidder's Name

Signature of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative

*State of Bidder's Organization
(e.g., state where incorporated)*

*State of Bidder's Organization
(e.g., state where incorporated)*

Bidder's Tax Identification Number

Bidder's Tax Identification Number

*Name and Title of Bidder's Chief Executive
Officer*

*Name and Title of Bidder's Chief Executive
Officer*



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PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

State of _____
County of _____, ss:

The undersigned authorized representative of the Contractor, **t**, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the Contractor’s bid was submitted, the Contractor **(was) (was not)** charged with delinquent personal property taxes on the general tax list of personal property for Fairfield County, Ohio.
If such charge for delinquent personal property tax exists on the general tax list of personal property for Fairfield County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest must be set forth below.

Delinquent personal property tax	\$
Penalties	\$
Interest	\$

A copy of this statement is incorporated into the Contract made between the BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, OHIO, c/o Fairfield County Utilities Department, and the Contractor, and no payment will be made with respect to any contract unless such statement has been so incorporated a part thereof.

CONTRACTOR

Contractor’s Name

Authorized Representative’s Signature

*Authorized Representative’s Printed Name,
Title*

NOTARY

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

Notary Public

In entering into a contract with Fairfield County (hereinafter “County”), a political subdivision of the State of Ohio, _____ (hereinafter “Company”) acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain **any** of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney’s fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

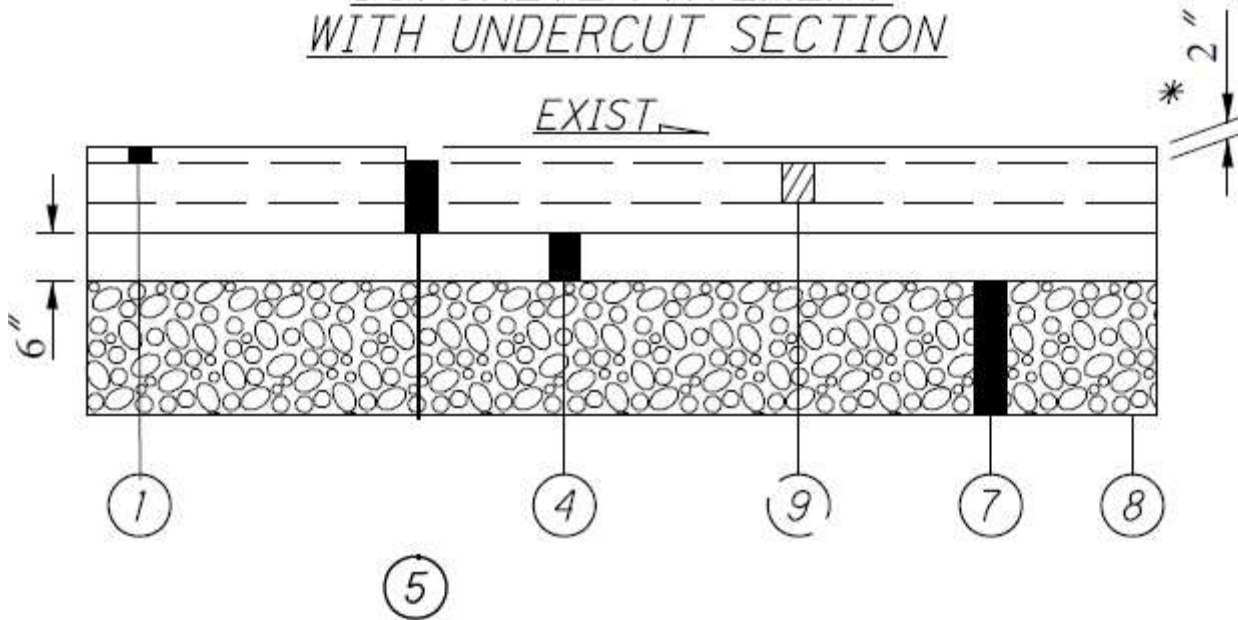
Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

Company Representative Signature and Title

Company Representative Name and Company

Date

CONCRETE PAVEMENT
WITH UNDERCUT SECTION

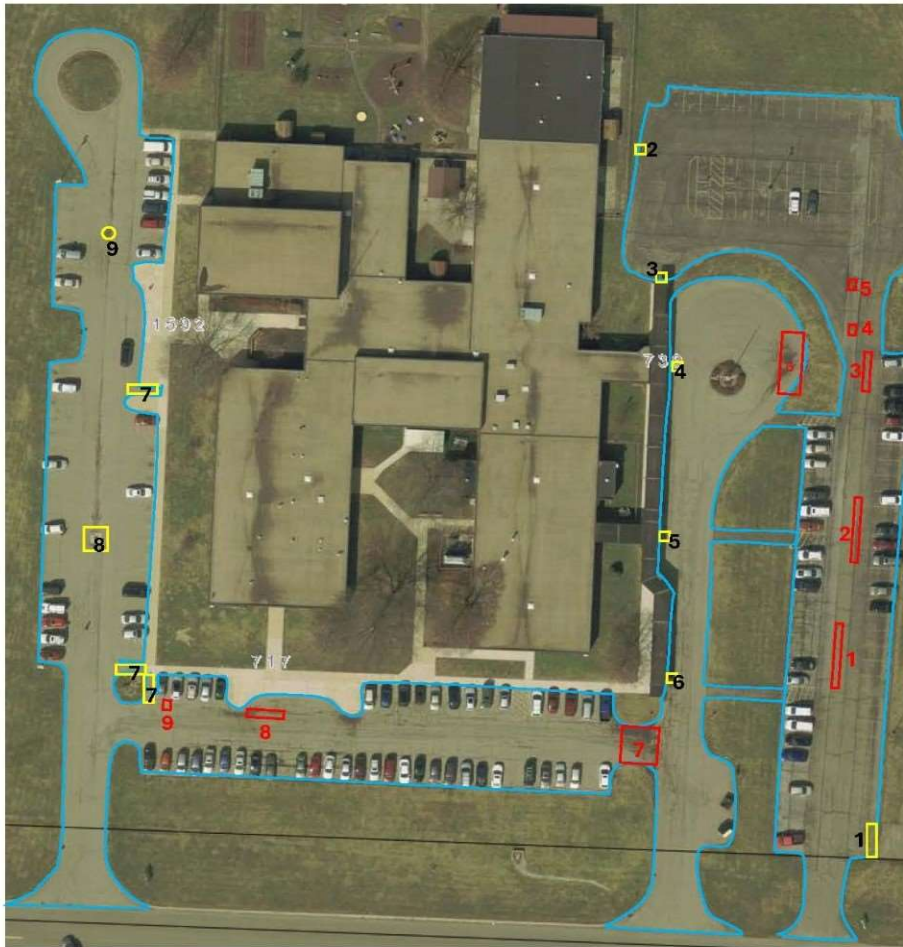


1 – Item 441 – 2” Asphalt Surface Course

4 – Item 304 – 6” Aggregate Base

5 – Item 301 - ± 4” Asphalt Base

7 – Item 204 – Subgrade Excavation/Granular Material



Area to be resurfaced (2" overlay)

Tapper Areas (length from 2" to 0)

- 1 21' long 6' taper
- 2 18' long 14' taper
- 3 11' long 11' taper
- 4 9' long 10' taper
- 5 9' long 10' taper
- 6 9' long 10' taper
- 7 5' long 6' taper
- 8 7' by 7' 9' taper
- 9 32" round 9' taper

Full Depth Areas (6" 304, replace asphalt ±6")

- 1 45' X 2'
- 2 46' X 2'
- 3 33' X 2'
- 4 4' X 4'
- 5 4' X 4'
- 6 15' X 30'
- 7 20' X 25'
- 8 18' X 2'
- 9 2' X 4'